LAKE and MCHENRY COUNTIES FIRE DEPARTMENTS
SPECIALIZED RESPONSE TEAMS AGREEMENT

This Agreement is made and entered into on the dates set forth next to the signature of each party hereto, by and between the units of local government and public agencies (the "Units") which have approved this Agreement in the manner provided by the law, and have subscribed hereto creating an association by and between these units of government as further enumerated herein (the "Association").

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with any other unit of local government whether within or outside of the State of Illinois or any private corporation; and

WHEREAS, The Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Fire Protection District Act (70 ILCS 705/11a) provides that a fire protection district may contract for mutual aid from and to governmental units organized to furnish fire protection services; and

WHEREAS, the Municipal Code (65 ILCS 5/I-1-5) authorizes the corporate authorities of a municipality to exercise jointly all powers which it possesses; and

WHEREAS, all parties hereto have determined that it is in their best interests to establish intergovernmental specialized response teams and to enter into this Agreement to secure to each the benefits of specialized response in fire protection, fire fighting, and other related services dealing with the protection of life or property in an emergency.

NOW, THEREFORE, in consideration of the foregoing recitals, the Units’ membership in the Association, and the covenants herein contained, the Units hereto agree as follows:

SECTION I
PURPOSE AND INTENT

The Units recognize and acknowledge that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Unit's personnel and equipment to perform specialized response outside the territorial limits of the Unit is desirable and necessary to effectively and efficiently preserve and protect the health, safety and welfare of the public.
It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Units' personnel and equipment to perform functions within the territorial limits of a Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of specialized response teams is desirable for the effective and efficient provision of public health and safety.

The purpose of this Agreement is to provide specialized response services, including but not limited to, confined space rescue, structural collapse rescue, trench/below grade rescue, rope rescue, hazardous materials emergency response, underwater rescue and recovery, side scan sonar operations, mechanics support services, disaster and interdivisional deployments and Wildland Firefighting Task Forces between the Units in certain situations where such aid is necessary, and desirable to best serve the interest of the Units in preserving the life, property, health, safety, and welfare of the public within the territories of the respective Units or such territory as may be annexed by such Units hereinafter.

In addition, the Association may facilitate joint purchasing or other collective activities, including, but not limited to, fire prevention and public education, within the general purpose of the Association. Such activities shall be regulated through the by-laws of the Association. It is the express intent of the Units to this Agreement that the Association has the authority to purchase and own vehicles, apparatus, and equipment within the purpose of this Agreement. These vehicles may be operated by the Association in furtherance of its governmental purpose and intent and shall enjoy all the duties, privileges, and immunities extended to the Units to this Agreement by statutory or common law.

It is the intent of all Units to comply with all applicable State and Federal law.

SECTION II
DEFINITIONS

In this Agreement, the following terms shall be defined as follows:

A. **Aiding Unit**: A Unit furnishing equipment and manpower to a stricken Unit.

B. **Association**: Lake and McHenry Counties Fire Departments Specialized Response Teams; the intergovernmental agency created by this Agreement.

C. **Designee**: The individual named by a Unit or its Fire Chief to act in the Fire Chief's place and stead in the Fire Chief's absence or named by the Association to be in charge of a specialized response team.

D. **Emergency**: An unforeseen occurrence or condition in a Unit's territorial jurisdiction which exceeds the Unit's capabilities to provide adequate service in the area of specialized emergency response services including, but not limited to, confined space rescue, structural collapse rescue, rope rescue, trench/below grade rescue, hazardous materials emergency response, underwater rescue and recovery, side scan sonar operations, mechanics support services, disaster and interdivisional deployments and Wildland Firefighting Task Forces between the Units in certain situations where such aid is necessary and desirable to best
serve the interest of the Units in preserving the life, property, health, safety, and welfare of the public within the territories of the respective Units or such territory as may be annexed by such Units hereinafter.

E. **Executive Board**: Shall be comprised of the Chairman, Vice Chairman, Secretary, Treasurer, President of MABAS Division 4, President of MABAS Division 5, and Immediate Past Chairman of the Executive Committee, and shall perform those duties assigned through the by-laws.

F. **Executive Committee**: The governing body of the Association composed of the Fire Chiefs.

G. **Fire Chief**: An individual designated by the appropriate unit of government or private or industrial fire department as having the primary responsibility for emergencies as defined herein.

H. **Incident Commander**: An individual who has responsibility for the overall operations at an emergency scene.

I. **Stricken Unit**: A Unit which requests aid in the event of an emergency.

J. **Unit**: A unit of local government (or an intergovernmental public agency and the units of which the intergovernmental governmental public agency is comprised) or a private entity that has adopted an ordinance (or resolution) accepting the terms of this Agreement and that agrees to comply with the rules, regulations, policies and procedures adopted by the Association. Units of local government and private entities that wish to join the Association after the initial date of this Agreement may become members by adopting an ordinance (or resolution) accepting the terms of this Agreement and agreeing to comply with the rules, regulations, policies and procedures adopted by the Association.

**SECTION III ADMINISTRATIVE ORGANIZATION**

This Agreement shall be administered by an Executive Committee composed of the Fire Chiefs (or other representative designated by the member Unit) of each member Unit. A chairperson, vice-chairperson, secretary, and treasurer of the Executive Committee shall be elected annually by a majority vote of the Executive Committee members present. The Presidents of MABAS Division 4 and MABAS Division 5 shall be appointed to the Executive Board by the Chairperson of the Executive Committee. Such elected and appointed group shall be called the Executive Board. All documents, records, minutes and other items essential to the administration of the Association shall be stored under the direction of the current Chairperson. Rolling stock and other heavy equipment shall be stored or housed in a site determined by the Executive Committee.

The Executive Committee may form subcommittees from time to time, to further the objectives of the Association.
The supplies and equipment shall be purchased in the name of the Association and title, where appropriate, shall be held in the name of the Association.

The Executive Committee may make by-laws necessary to implement this Agreement and to conduct its meetings. All member Units must have all proposed by-laws or changes to current by-laws fourteen (14) calendar days in advance of the meeting where such by-laws, or changes to current by-laws will be modified. Upon adoption or modification, the member Units shall receive a copy of the amended or modified by-laws within fourteen (14) days after adoption. The above notice requirements may be amended in case of an emergency.

SECTION IV
POLICY AND PROCEDURE

The Executive Committee may, from time to time, adopt policies and procedures to provide for the orderly implementation of the specialized response to be provided by the Agreement.

SECTION V
AUTHORITY AND ACTION TO EFFECT
INTERGOVERNMENTAL SPECIALIZED RESPONSE TEAMS

A. Each Unit hereby authorizes and directs its Fire Chief, or his/her designee, to act on behalf of the Unit in rendering and/or requesting specialized response teams to or from the other Units in accordance with the policies and procedures provided herein and/or as established by the Association from time to time. Aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territory of the Aiding Unit. The judgment of the Fire Chief or designee of the Aiding Unit shall be final as to personnel and equipment available to render aid.

B. Each Unit hereby authorizes the Executive Committee to establish standard operating guidelines that will govern the rendering of aid in various situations. In most cases the procedures will follow that set forth in Paragraph C of this Section, unless the guidelines provide otherwise.

C. Whenever a Stricken Unit requests aid pursuant to this Agreement:

1. The Incident Commander of the Stricken Unit shall notify any and all aiding Units of the nature and location of the occurrence, and the type and amount of equipment and personnel requested from the aiding Unit, as set forth in the policies and procedure provided for herein.

2. The Aiding Unit shall take the following action immediately upon receipt of a request for aid:

   a. Determine the extent, if any, to which requested equipment and personnel are available to render a specialized response.
b. Dispatch the requested equipment and personnel, to the extent available, to the location of the occurrence reported by the Stricken Unit.

c. Notify the Stricken Unit if any or all of the requested amount or type of equipment or personnel cannot be provided.

SECTION VI
AUTHORITY TO ENTER INTO CONTRACTS

A. The Executive Committee has the express authority to associate with individuals, associations, and corporations in any manner not prohibited by law on behalf of the Association and for activities consistent with the Association's purpose and intent.

B. The Executive Committee has the express authority to enter into contracts on behalf of the Association for the purchase of goods and services that are consistent with the Association's purpose and intent. Each contract shall set forth fully the purposes, powers, rights, obligations and responsibilities of the Association and all other parties to the contract. The Association will comply with any applicable provisions for the letting of contracts set forth in Sections 8-9-1 to 8-9-3 of the Illinois Municipal Code (65 ILCS 5/8-9-1 et seq.).

SECTION VII
JURISDICTION OVER PERSONNEL AND EQUIPMENT

Personnel and equipment dispatched to aid a Stricken Unit pursuant to this Agreement remain employees, property and responsibility of the Aiding Unit. Personnel and equipment rendering aid shall report to the Incident Commander of the Stricken Unit at the occurrence scene for direction and assignment. The Aiding Unit, at all times, retains the right to withdraw any and all aid rendered upon order of its Fire Chief or his/her designee; provided, however, that the Aiding Unit that intends to withdraw aid shall notify the Incident Commander of the Stricken Unit of the withdrawal and the extent of the withdrawal of aid.

SECTION VIII
FINANCES

A. Personnel and equipment provided pursuant to this Agreement under emergency conditions as defined herein shall be provided at no charge to the Stricken Unit, except as set forth herein or in the policies and procedures.

B. Reimbursement of unusual and burdensome costs may be set forth in Association policies and procedures as adopted and amended from time to time.

C. Annually, the Executive Committee shall assess each member the additional equipment and financial needs of the program. The governing authority of each Unit has the right to reject any assessment or financial charge before that Unit becomes financially obligated to any further cost or expense whatsoever under this program and Agreement. The
failure of any Unit to pay its assessment(s) by the specified deadline shall remove the obligation of the Association to supply equipment, vehicles, and/or services provided by the Association until the assessment(s) dues are paid. A member Unit that does not participate in any team requiring assessment shall execute its withdrawal from the Association upon written notification from the Association.

SECTION IX
INSURANCE

A. Each Unit participating under the terms of this Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage including comprehensive liability, contractual liability, personal injury, property damage, workers' compensation, and, if applicable, emergency medical services professional liability, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment.

B. A Stricken Unit shall have no obligation to provide or extend insurance coverage to insure the personnel of any Aiding Unit or to insure the acts or omissions of personnel of the Aiding Unit.

C. The Executive Committee shall require each member Unit to provide insurance certificates to the Chairperson identifying the Unit's coverage. Such Certificate shall provide that thirty (30) days prior to expiration or cancellation of the required insurance, notice shall be sent certified mail to the Chairperson of the Executive Committee. Failure of a member Unit to provide insurance coverage and/or certificate of insurance by the specified deadline shall remove the obligation of the Association to supply equipment, vehicles, and/or services provided by the Association until the required insurance certificate(s) are provided.

SECTION X
INDEMNIFICATION

A. Each Unit agrees to waive all claims against all other Units for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement; provided however, that such claim is not a result of gross negligence or willful misconduct by a Unit or its personnel.

B. Each Unit requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Unit rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party. This indemnity shall include attorney's fees and costs that may arise from providing aid pursuant to this Agreement. All employee benefits, wage and disability payments, pensions, workers' compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Unit rendering aid shall be the sole and exclusive responsibility of the respective Unit, provided, however, that claims made by a third party are not caused by gross negligence or willful misconduct on the part of the Unit rendering aid.
C. Each Unit, whether an Aiding Unit or Stricken Unit, agrees that, except as otherwise provided herein, it shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, workers' compensation claims, medical and hospitalization claims of its employees and agents, and for its own property loss.

D. Each Unit agrees to raise before any court all civil immunity provided pursuant to 745 ILCS 10/1 et seq. as affirmative defenses in any litigation brought by anyone whereby, as a result, any Unit to this Agreement is a defendant.

SECTION X1
NON-LIABILITY FOR FAILURE TO RENDER AID

No Unit, nor its agents or personnel, shall be liable to any other Unit, whether expressly or impliedly, for its failure or refusal to render aid pursuant hereto, nor for the withdrawal of aid, in whole or in part, which has been provided pursuant to this Agreement.

SECTION XII
TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Unit may withdraw from this Agreement at any time, by giving written notice to the Executive Committee Chairperson of the Association specifying the date of termination. The written notice provided herein shall be given by certified mail, at least ninety (90) days prior to the date on which termination is to be effective. All terminations shall be effective on the last day of the calendar month. Any unilateral withdrawal shall result in forfeiture of all sums of money or property of any kind contributed by the withdrawing member.

SECTION XIII
EFFECTIVE DATE OF THIS AGREEMENT

Each Unit shall file a copy of its certified executed ordinance or resolution entering into this agreement with the Association's Chairperson, once elected, or with the President of the Lake County Fire Chief's Association, if filed prior to this Association's first elections.

This Association shall become an operational entity and hold elections for the Executive Board on the fourth Wednesday of the first month that has twenty three (23) Units as signatories hereto. A quorum of Fire Chiefs from Units signatory hereto must be present for the election to occur. A quorum shall be defined as one-half (1/2) of the member Units plus one. All future elections shall be conducted in accordance with the Association’s adopted by-laws.

SECTION XIV
BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume the obligations of a Unit. However, this Agreement may not be assigned by any member Unit without the prior written consent of the Association, and this Agreement may not be assigned by the Association without the prior written consent of all member Units. This agreement supersedes and replaces any and all previous agreements.

SECTION XV
VALIDITY

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or as modified by court order.

SECTION XVI
NOTICES

All notices required hereunder shall be made in writing and shall be served personally, by registered mail, or by certified mail, to the Fire Chief of each District or Municipality which is a signatory hereto, unless otherwise provided for in this Agreement.

SECTION XVII
GOVERNING LAW

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION XVII
AMENDMENTS

This Agreement may be amended only by the written consent of two-thirds of the Units provided, however, that this Section has no application to the amendment of mutual aid policies and procedures which may be made, and amended from time to time by the Association as provided in this Agreement and otherwise.
SECTION XIX
EXECUTION IN COUNTERPARTS

This Agreement may be executed in multiple counterparts or duplicate originals, or with multiple signature pages, each of which shall constitute and be deemed one and the same document.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Units whose names are subscribed below or on the signature pages as attached hereto from time to time, and which pages are specifically incorporated herein.

Dated this________________day of________________, 2005.

Fire Protection Districts               Municipalities

President

Mayor/President

Attest:                                  Attest:

Secretary                             Clerk

Private Corporations

President or Authorized Signatory

Attest:

Secretary or Authorized Signatory

Reviewed 6-01-03
Revised 7-27-04
Revised 8-22-04
Revised 7-29-05
Revised 10-05-05
Revised 11-18-05