

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAM (SMART) MUTUAL AID INTERGOVERNMENTAL SERVICE AGREEMENT

SECTION ONE--PURPOSE

This Mutual Aid Intergovernmental Service Agreement is to be adopted by Suburban Mutual Assistance Response Team (SMART) municipalities in recognition that at a given time emergency situations may occur that are beyond the ability of an individual municipality's ESDA to deal with effectively in terms of personnel, equipment and material resources. In adopting the Service Agreement, each SMART ESDA Member expresses its intent to assist a nearby member jurisdiction by assigning some of its personnel, equipment or material resources to the affected municipality as situations allow. The specific intent of this Service Agreement is to permit emergency manager of each municipality to more fully safeguard the lives, persons and property of all citizens. This Service Agreement is an Intergovernmental Agreement as authorized by PA 85-1027 Illinois Emergency Management Act, Section 3305/13.

SECTION TWO--DEFINITIONS

A. "ESDA Member": A government entity having an Emergency Services and Disaster Agency (ESDA), Emergency Management Agency (EMA), Office of Emergency Management (OEM) or Civil Defense (CD) organization which is party to this Service Agreement.

B. "Mutual Aid": The mobilization of ESDA Members manpower and equipment to help one another, especially in an emergency situation beyond the facilities or control of any one ESDA Member.

C. "Requesting Member": The ESDA Member municipality where an emergency occurs that is of such magnitude that it cannot be adequately handled by the Member.

D. "Responding Member": A ESDA Member furnishing personnel, equipment, material, or other related services and resources.

E. The title of Chief also means Director, Coordinator, or Emergency Manager.. "Chief ": The individual having primary responsibility for the operation of the ESDA Member organization as generally defined by the governmental entity's ordinance.

F. "Official-in-Charge": The official who is in charge of the ESDA Member at the time a request for assistance is made or responded to.

G. "Directing Official/Incident Commander": The person responsible for managing a specific emergency incident.

SECTION THREE--AUTHORITY AND ACTION TO EFFECT MUTUAL AID

A. Each ESDA Member shall name a hierarchy of at least three (3) persons to serve in each others' absence as the "Official-in-Charge and as the "Directing Official/Incident Commander" and shall provide those names, and updated information on persons filling those positions, to SMART for distribution, individuals not named as Official-in-Charge can also act as the Official-in-Charge in the absence of the named persons. Each ESDA Member hereby authorizes and directs its "Official-in-Charge" to render and/or request Mutual Aid to and from other ESDA Members in accordance with the policies and procedures established by the ESDA Member jurisdictions. The Mutual Aid rendered shall be to the extent of available personnel, equipment and materials not immediately required for adequate servicing of the Responding ESDA Member. The judgment of the "Official-in-Charge" of the Responding ESDA Member shall be final as to personnel, equipment and materials available.

B. Upon the receipt of a request for Mutual Aid, the "Official-in-Charge" present shall immediately:

1. Determine which requested personnel, equipment and materials are available for Mutual Aid.
2. Determine if requested equipment and personnel can be committed in response to the Requesting ESDA Member.
3. Dispatch the equipment, personnel, and materials to the Requesting ESDA Member.

C. Rendering assistance under the terms of this Mutual Aid Agreement shall not be mandatory if local conditions prohibit response. In that event it is the responsibility of the Responding ESDA Member to immediately notify the Requesting Member.

SECTION FOUR--JURISDICTION OVER PERSONNEL AND EQUIPMENT

Personnel rendering Mutual Aid shall report for direction and assignment to the "Directing Official/Incident Commander" present of the Requesting ESDA Member or to a predetermined staging area and await assignment. The Official at the emergency of the Requesting Municipality shall assume full responsibility and command for operations at the scene. The Official will assign personnel and equipment of the Responding ESDA Members to positions when and where deemed necessary by assignments directed at the Responding ESDA Members Officer-in-Charge.

SECTION FIVE-COMPENSATION

Personnel, equipment and/or services provided pursuant to this Service Agreement shall be at no charge to the Requesting ESDA Member.

The cost of materials used by the Requesting ESDA Member and furnished by the Responding ESDA Member shall not be reimbursed by the Requesting ESDA Member unless other mutually acceptable arrangements have been agreed upon in writing between the parties. However, any amounts recovered from public or private third parties shall be equitably distributed among the Requesting ESDA Member and the Responding ESDA Member within 30 days after receipt of such amounts. Nothing herein shall preclude a Requesting or Responding ESDA Member from seeking a recovery of funds from any State or Federal Agency under any existing statute.

SECTION SIX--INDEMNIFICATION

A. Except as provided by law, each Requesting ESDA Member hereby requesting Mutual Aid pursuant to this Service Agreement hereby expressly agrees to indemnify, defend and hold harmless any and all Responding ESDA Members providing Mutual Aid and their officers, officials, employees, agents, attorneys, and representatives from any and all third-party claims, demands, liability, damages, injury, causes of action, suits in law or in equity, costs and expenses which may arise out of or may be related to such ESDA emergencies occurrence. These indemnities shall include attorneys' fees and costs that may arise from rendering Mutual Aid pursuant to this Service Agreement.

B. Except as to claims brought pursuant to this Service Agreement, each ESDA Member receiving or rendering Mutual Aid hereby waives any and all claims against any other ESDA Member, its officers, agents, representatives, and employees from compensation for any and all losses, claims, costs, expenses (including but not limited to, attorneys' fees), damages, personal injury or death arising as a consequence of the performance of Mutual Aid.

C. Each ESDA Member, whether a Responding or a Requesting ESDA Member shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions and workers' compensation for any and all losses, claims for its employees. In addition, each ESDA Member shall be solely and exclusively responsible to pay for any damage to its equipment or clothing of, and any medical expenses

incurred by, any of its employees in connection with the rendering of Mutual Aid.

SECTION SEVEN--NON LIABILITY FOR FAILURE TO RENDER MUTUAL AID

No municipality shall be liable to another municipality for failure to render aid or the withdrawal of aid once furnished pursuant to this agreement.

SECTION EIGHT--INSURANCE

A. Each ESDA Member agrees, at its sole expense, to obtain and maintain insurance that includes comprehensive, general liability (with broad form property damage endorsement), auto liability, property damage and casualty, workers' compensation and, if applicable, professional malpractice, upon such terms that in each ESDA Member's judgment is best for the protection of itself, its personnel, its officers, and its equipment. The obligations of insurance set forth in this section may be satisfied by a ESDA Member's participation in a self-insurance plan or pool.

B. A Requesting ESDA Member shall have no obligation under this agreement to provide or extend insurance coverage to insure against injury to the personnel, or damage to the property, or equipment of any Responding ESDA Member.

SECTION NINE--EFFECTIVE DATE OF RESOLUTION AND SERVICE AGREEMENT

This Service Agreement shall be in full force and effect upon approval in the manner provided by law by no less than two ESDA Members from SMART which elect to participate in this Service Agreement by the passage of an Ordinance or Resolution in substantially the form attached hereto (the "Resolution"), and upon proper execution of the then current Service Agreement and delivery of such Resolution and Service Agreement to the SMART Secretary. After the Service Agreement is in force, any other municipality may become a ESDA Member upon approval, execution and delivery of the Resolution and this Service Agreement to SMART. The SMART Secretary shall maintain a current list of all ESDA Members.

SECTION TEN--TERM, TERMINATION

A. This Service Agreement shall remain in full force and effect from its effective date until it is terminated as provided in this section.

B. An ESDA Member may terminate its participation in this Service Agreement upon delivery of written notice to the SMART Secretary at least thirty (30) days before that ESDA Member's termination date, which must coincide with the last day of a calendar month. Such notice shall either be personally delivered or sent by certified mail, return receipt requested.

C. This Service Agreement shall terminate and shall be of no force and effect whenever there are fewer than two ESDA Members continuing to participate in this Service Agreement.

D. After an ESDA Member terminates its participation in this Service Agreement, it shall remain obligated for the fulfillment of those terms and conditions of membership which took place during the time that it participated as a member in the Service Agreement.

SECTION ELEVEN--AMENDMENT

This Service Agreement shall only be amended when a written instrument is approved, signed and delivered to the SMART by the majority of the then-existing ESDA Members. Such amendment shall take effect seven (7) business days after the SMART shall thereafter notify each ESDA Member of such amendments. Such amendments shall be applicable to all SMART ESDA Members affected by its terms.

SECTION TWELVE--SEVERABILITY

If any provisions of this Service Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, such provision shall be severable from the remaining provisions of this Service Agreement, and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby, but such remaining provisions of the Service Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be the purposes and intent of the Service Agreement to the greatest extent permitted by the applicable law.

SECTION THIRTEEN--GOVERNING LAW

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

SECTION FOURTEEN--EXECUTION

This Service Agreement may be executed in multiple counterparts or duplicate originals or with multiple signature pages, each of which shall constitute and be deemed to be the

same document.

AUTHORIZATION

The undersigned unit of local government hereby subscribes and approves the ESDA Mutual Aid Intergovernmental Service Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof. This signatory certifies that this Service Agreement has been adopted and approved by Ordinance or Resolution, a copy of which document is attached hereto.

CITY/VILLAGE OF

By: _____

(Chief Elected Official) Print Name of Chief Elected Official

Date: _____

By: _____

(Clerk) Print Name of Clerk

Date: _____

SEAL