

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF A MUTUAL AID AGREEMENT BETWEEN FIRE  
AND EMERGENCY SERVICE ORGANIZATIONS IN CHAMPAIGN COUNTY**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF  
URBANA, ILLINOIS, as follows:

Section 1. That a Mutual Aid Agreement Between Fire and Emergency  
Service Organizations in Champaign County, in substantially the form of the  
copy of said Agreement attached hereto and hereby incorporated by reference,  
be and the same is hereby authorized and approved to replace the existing  
Mutual Aid Agreement between the parties.

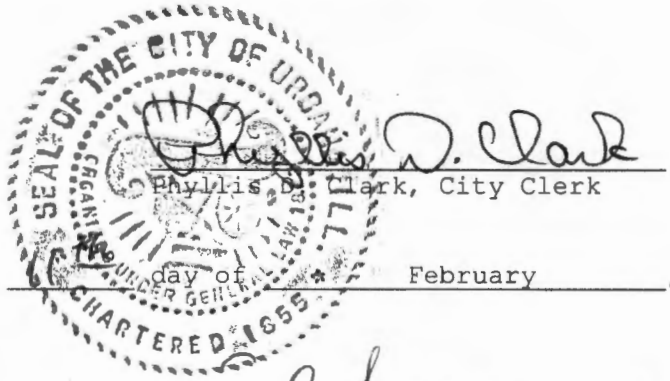
Section 2. That the Mayor of the City of Urbana, Illinois, be and the  
same is hereby authorized to execute and deliver and the City Clerk of the  
City of Urbana, Illinois, be and the same is authorized to attest to said  
execution of said Agreement as so authorized and approved for and on behalf  
of the City of Urbana, Illinois.

PASSED by the City Council this 4th day of February,  
2002 .

AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, Wyman

NAYS:

ABSTAINS:



APPROVED by the Mayor this 4th day of February,  
2002 .

Tod Satterthwaite  
Tod Satterthwaite, Mayor

# Champaign County

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## MUTUAL AID AGREEMENT Between Fire and Emergency Service Organizations

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

**WHEREAS**, The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associates 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 and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, 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 parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE PARTIES HEREGO AGREE AS FOLLOWS:**

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to 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 Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid is desirable for the effective and efficient provision of fire and emergency services.

## **SECTION TWO**

### **Definitions**

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid": A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with a system

established and maintained by the Member Units and amended from time to time;

- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised and has been appropriately authorized by the governing body to enter into such agreement;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid;
- F. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement necessary joint operations;
- G. "Executive Board": The Champaign County Fire Chiefs Association.

### **SECTION THREE**

#### **Authority and Action to Effect Mutual Aid**

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of

the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
  - 1. Determine what equipment, personnel and/or services is being requested;
  - 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
  - 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit;
  - 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

## **SECTION FOUR**

### **Jurisdiction Over Personnel and Equipment**

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander, Fire Chief, or staging area as directed by the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Incident Commander of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

## **SECTION FIVE**

### **Compensation for Aid**

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

## **SECTION SIX**

### **Insurance**

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$2,000,000 auto and \$2,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The Champaign County Fire Chiefs Association may require that copies or other evidence of compliance with the provisions of this Section be provided. Upon request, Member Units shall provide such evidence as herein provided to the other parties to this agreement.

## **SECTION SEVEN**

### **Indemnification**

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

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party 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 fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

## **SECTION EIGHT**

### **Non-Liability for Failure to Render Aid**

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

## **SECTION NINE**

### **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 party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

## **SECTION TEN**

### **Effectiveness**

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

## **SECTION ELEVEN**

### **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of all parties.



## **SECTION TWELVE**

### **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 modified by court order.

## **SECTION THIRTEEN**

### **Notices**

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the Champaign County Fire Chiefs Association mailing lists or to other such addresses as shall be agreed upon.

## **SECTION FOURTEEN**

### **Governing Law**

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

## **SECTION FIFTEEN**

### **Execution in Counterparts**

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

## **SECTION SIXTEEN**

### **Executive Board**

An Executive Board is hereby established to consider, adopt and amend from time to time as needed procedures and any other matters deemed necessary by the Member Units. The Executive Board shall consist of the Champaign County Fire Chiefs Association members that participate in this agreement. The Fire Chief of each agency participating in this agreement shall serve as the voting representative on matters related to this agreement. The Fire Chief may appoint a designee to serve temporarily in his stead. Such designee shall be from the respective agency and shall have all rights and privileges attendant to a representative of that Member Unit.

## **SECTION SEVENTEEN**

### **Procedures**

Procedures shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of operational functions, the exchange of information and the common welfare of the Member Units.

## **SECTION EIGHTEEN**

### **Amendments**

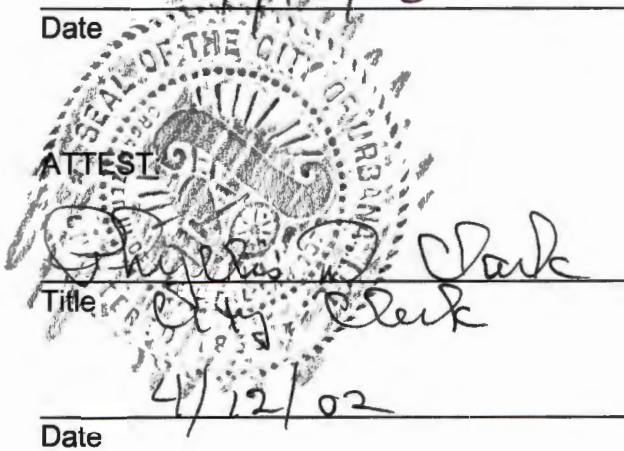
This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of procedures as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID 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 Mutual Aid Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

City of Urbana  
Political Entity

Tal Sattell-Uwate  
President, Mayor, City Manager, or  
Board President

4/12/02  
Date

The seal of the City of Urbana is circular and features a central figure holding a scale and a sword, surrounded by the text "SEAL OF THE CITY OF URBANA" and "1885".  
ATTEST  
Shirley Clark  
Title: City Clerk  
4/12/02  
Date