

**RESOLUTION  
VILLAGE OF CAMPTON HILLS  
APPROVING AND AUTHORIZING EXECUTION OF  
THE KANE COUNTY REGIONAL EMERGENCY  
MANAGEMENT MUTUAL AID AGREEMENT**

WHEREAS, it is in the best interest of the Village of Campton Hills and its citizens that the Kane County Regional Emergency Management Mutual Aid Agreement which attached hereto as Exhibit A and a part hereof be approved and executed:

NOW THEREFORE, BE IT RESOLVED By the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois that:

**Section 1.** The Corporate Authorities find that the statements in the preamble to this Resolution are correct.

**Section 2.** The Kane County Regional Emergency Management Mutual Aid Agreement which is attached to this Resolution as Exhibit A is hereby approved in substantially the form so attached and the President and Village Clerk are authorized to execute said document, subject to such non-substantive changes as may be approved by the Village Attorney and Village President.

**Section 3.** This Resolution shall be in full force and effect from and after its passage and approval pursuant to law.

Passed this 12<sup>th</sup> day of November, 2007 by roll call vote as follows:

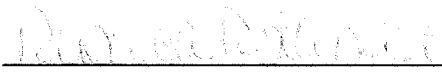
	<b>AYES</b>	<b>NAYS</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Trustee Bernard Bertsche	X	_____	_____	_____
Trustee Charles Cappell	X	_____	_____	_____
Trustee Jim Kopec	X	_____	_____	_____
Trustee Albert Lenkaitis, Jr.	X	_____	_____	_____
Trustee Mike Millette	X	_____	_____	_____
Trustee Roy Pollack	X	_____	_____	_____
President Patsy Smith	_____	_____	_____	_____

**Agenda Item XVI. 11/12/07**

APPROVED THIS 12<sup>th</sup> DAY OF NOVEMBER, 2007

  
\_\_\_\_\_  
Patsy J. Smith, Village President

(SEAL)

ATTEST:   
\_\_\_\_\_  
Rebecca R. Lambe, Village Clerk

## **KANE COUNTY REGIONAL EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT**

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

It is mutually understood that a disaster of unprecedented magnitude and/or destructiveness could threaten Kane County, its municipalities and/or communities exceeding the unit's individual response and recovery capabilities. As a result of this fact it is deemed desirable to insure that the entire County be prepared to adequately address these events to preserve and protect the health, safety and welfare of the public.

It is important that all cities, villages, communities, and townships within Kane County embrace a cooperative and coordinated emergency management program forming a mutual aid agreement between units of local government, to address consequence management issues arising from an emergency or disaster whether natural or man-made.

In consideration of the foregoing premises, the Units hereto recognize that such an emergency or disaster is likely to occur and desire to agree in advance to provide assistance, one to each other, to address the consequence management issues of an emergency or disaster forming the system of mutual aid and assistance as follows:

### **SECTION I**

#### **Purpose**

It is recognized and acknowledged that in the case of an emergency or disaster, whether natural or man-made, arising within the jurisdictional boundaries of a Unit, it is often desirable and necessary to require additional equipment and manpower in the

form of, but not limited to, building inspectors, law enforcement personnel, public works employees and public health care workers beyond that which each individual Unit is able to furnish from its own resources.

It is also recognized and acknowledged that the undersigned Units desire to agree in advance to a system of mutual aid and assistance to preserve and protect the health, safety and welfare of the public.

## **SECTION II**

### **Definitions**

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

**Stricken Unit:** A unit of local government requesting aid in the event of an emergency or disaster.

**Aiding Unit:** A unit of local government furnishing equipment, personnel, and/or services to a Stricken Unit.

**Emergency:** An occurrence or condition within a Units 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 Unit determines the necessity and advisability of requesting aid.

## **SECTION III**

### **Mutual Aid System Activation**

In the event of an emergency or disaster within its jurisdictional territory, the Stricken Unit shall request assistance under this plan by notifying the emergency manager serving the Stricken Unit of the nature and location of the incident and the type and quantity of equipment and/or personnel needed. The emergency manager will then

coordinate the acquisition and response of said resources noting not to completely deplete the emergency resources of the stricken region.

#### **SECTION IV**

##### **Incident Management System**

The National Incident Management System (NIMS), as adopted by the United States Department of Homeland Security, March 01, 2004, provides structure and coordination to the management of emergency incident operations in order to provide for the safety and health of first response personnel and other persons involved in the disaster response and recovery effort. Therefore it is agreed that participants in this agreement shall operate under the tenants of NIMS.

#### **SECTION V**

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

Personnel sent to aid a Unit pursuant to this Agreement shall remain employees of the Aiding Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Executive Officer, Emergency Manager or his/her designee provided, however that the Unit withdrawing such aid shall notify the Officer in Charge of the Unit requesting aid of the withdrawal of such aid and the extent of such withdrawal.

#### **SECTION VI**

##### **Compensation for Aid**

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit. However, any expenses recoverable from third parties shall be equitably distributed among Responding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

## **SECTION VII**

### **Insurance**

Each Unit hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage including: comprehensive liability, personal injury, property damage, workman's compensation and if applicable emergency medical service professional liability. No unit hereto shall have any obligation to provide or extend insurance coverage for any use of the terms enumerated herein to any other Unit hereto or its personnel.

## **SECTION VIII**

### **Indemnification**

Each Unit hereto agrees to waive all claims against all other units 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 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 fees and costs that may arise from providing aid pursuant to this Agreement. Provided however, that all employee benefits, wages and disability payments, pensions, workman's 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 of its employees, provided 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 IX**

### **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 Units inability to respond. However, failure to immediately notify the Stricken Unit of such inability 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 Unit hereto, its duly authorized agents and personnel, for failure to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms on this Agreement.

## **SECTION X**

### **Terms**

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 hereto may terminate its participation in this Agreement at any time, provided that the Unit wishing to terminate its participation in this Agreement shall give written notice to the Units participating in this Agreement 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 XI**

### **Effectiveness**

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

## **SECTION XII**

### **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 XIII**

#### **Governing Law**

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

### **SECTION XIV**

#### **Amendments**

This Agreement may only be amended by written consent of all the parties hereto. The undersigned unit of local government hereby has adopted and subscribes to and approves this Kane County Regional Mutual Aid Agreement to which this signature page will be attached, and agrees to be party thereto and be bound by the terms thereof.



**SECTION XV**

**Date of Adoption**

<b>Municipality</b>	<b>Date Adopted</b>
KANE COUNTY	08/27/02
VILLAGE OF ALGONQUIN	
CITY OF AURORA	09/18/02
VILLAGE OF BARTLETT	
CITY OF BATAVIA	11/5/07
VILLAGE OF BIG ROCK	
VILLAGE OF BURLINGTON	04/03/06
VILLAGE OF CAMPTON HILLS	11/12/07
VILLAGE OF CARPENTERSVILLE	07/06/04
VILLAGE OF EAST DUNDEE	06/25/07
VILLAGE OF ELBURN	10/01/07
CITY OF ELGIN	11/07/05
CITY OF GENEVA	12/20/02
VILLAGE OF GILBERTS	08/13/07
VILLAGE OF HAMPSHIRE	07/05/07
VILLAGE OF HUNTLEY	
VILLAGE OF KANEVILLE	
VILLAGE OF LILY LAKE	10/22/07
VILLAGE OF MAPLE PARK	03/07/06
VILLAGE OF MONTGOMERY	
VILLAGE OF NORTH AURORA	01/13/03
VILLAGE OF PINGREE GROVE	
VILLAGE OF SLEEPY HOLLOW	06/04/07

VILLAGE OF SOUTH ELGIN	10/21/02
CITY OF ST. CHARLES	07/06/04
VILLAGE OF SUGAR GROVE	01/15/03
VILLAGE OF VIRGIL	
VILLAGE OF WAYNE	
VILLAGE OF WEST DUNDEE	12/05/05

Aurora Township	10/25/2007
Batavia Township	
Big Rock Township	
Blackberry Township	
Burlington Township	
Campton Township	06/12/2007
Dundee Township	
Elgin Township	
Geneva Township	
Hampshire Township	
Kaneville Township	
Plato Township	
Rutland Township	
St. Charles Township	
Sugar Grove Township	
Virgil Township	