

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 11- 137

**AUTHORIZATION OF THE EXECUTION OF THE ILLINOIS TELECOMMUNICATOR EMERGENCY RESPONSE TASK FORCE INTERGOVERNMENTAL AGREEMENT**

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 the State of Illinois; and

WHEREAS, units of local government in Illinois, together with the Illinois Emergency Management Agency (IEMA), have determined that it is in the best interests of the residents of the State of Illinois to establish the Illinois Telecommunicator Emergency Response Task Force (IL-TERT); and

WHEREAS, the purpose of IL-TERT is to provide emergency telecommunications personnel and resources to a stricken unit of local government when natural or man-made occurrences create emergencies that exceed the resources, equipment and/or telecommunications personnel of that unit of local government; and

WHEREAS, the governing body of the Kane County Board has determined that it is in the best interests of its residents and emergency service personnel to participate in IL-TERT.

NOW THEREFORE, BE IT RESOLVED; by the Kane County Board that Kane County Emergency Communications is authorized to execute the Illinois Telecommunicator Emergency Response Task Force Agreement and shall take ~~any and all other actions necessary~~ to effectuate membership in the Illinois Telecommunicator Emergency Response Task Force.

Passed by the Kane County Board on May 10, 2011

\_\_\_\_\_  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

\_\_\_\_\_  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes \_\_\_\_\_  
No \_\_\_\_\_  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_

## **ILLINOIS TELECOMMUNICATOR EMERGENCY RESPONSE TASK FORCE**

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

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes Agencies 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 an Agency of local government may be exercised jointly with any other Agency of local government whether within or outside of the State of Illinois; 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 Counties Code (55 ILCS 5/5-1005) provides that a county may contract to do all acts necessary to the exercise of its corporate powers; 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 Agencies organized to furnish fire protection services; and

**WHEREAS**, the Municipal Code (65 ILCS 5/1-1-5) 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 a telecommunicator emergency response task force and to enter into this Agreement to secure to each the benefits of a telecommunicator emergency response task force.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the Agency's' membership in the Task Force, and the covenants herein contained, the Agencies hereto agree as follows:

### **SECTION I PURPOSE OF AGREEMENT**

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or telecommunications personnel of an Agency. Each Agency that signs a copy of this Agreement has and does express its intent to aid and assist any other Public Safety Answering Point during an emergency by assigning some of their resources, equipment and/or public safety telecommunications personnel to an affected Agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency by enabling other public safety agencies to provide additional resources, equipment and/or public safety telecommunications personnel as needed. It is also understood by the undersigned that training exercises are an integral part of emergency preparedness and such exercises are covered by terms of this Agreement.

Each signatory Agency to this Agreement shall become a member of the Illinois Telecommunicator Emergency Response Taskforce (IL-TERT).

### **SECTION II DEFINITIONS**

For the purpose of this Agreement, the following terms are defined as follows:

#### **Aiding Agency**

A participating Agency that provides resources, equipment and/or public safety telecommunications personnel to another Public Safety Agency during an emergency.

**Disaster**

An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.

**Emergency**

A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of an Agency of local, state or federal government whether it is within or outside the State of Illinois. Any out-of-state response shall be authorized by the Illinois Emergency Management Agency (IEMA) under auspices of the EMAC compact, with all expenses reimbursable with funds administered by IEMA.

**Public Safety Telecommunications Personnel:**

A full-time employee of a participating Agency engaged in an aspect of public safety telecommunications broadly construed to include professionally trained telecommunicators, supervisory and management personnel; telecommunications technicians and Information Technology personnel.

**Mutual Aid**

A prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

**Participating Agency**

An Illinois Municipality, County, Fire Protection District or Intergovernmental Public Safety Telecommunications Agency that commits itself to this Mutual Aid Agreement by having an authorized representative sign this Agreement.

**State**

The term state refers exclusively to the State of Illinois.

**Stricken Agency**

An Agency that has primary jurisdiction over the site of the emergency but due to insufficient resources, equipment and/or public safety telecommunications personnel is unable to provide an adequate response to an emergency without the assistance of others.

### **SECTION III AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN**

The undersigned Agency agrees that in the event of an emergency or emergency preparedness training exercise, it will respond, according to the IL-TERT plan, to requests for assistance by a stricken Public Safety agency with such public safety telecommunications personnel, equipment, facilities, or services as in the opinion of the aiding Agency can be made available. Provided, however, that the undersigned Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel. The withdrawing agency shall give the Stricken Agency as much notice as possible of its intent to withdraw.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken Public Safety Agency exceeds its own resources. Aiding Agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken Public Safety Agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken Public Safety Agency to request assistance from IL-TERT, he or she is hereby authorized to notify the designated Call-Out Center which in turn will launch the IL-TERT activation plan. Alternatively, the IL-TERT plan may be requested by the Illinois Emergency Management Agency (IEMA).

It is expressly understood that any request for an IL-TERT member Agency response for out-of state public safety telecommunication mutual aid under terms of the Emergency Management Assistance Compact (EMAC) will require the written approval of the Chief Executive Officer of the IL-TERT member Agency.

At the emergency site, the most senior officer of the stricken Public Safety Agency or most senior Incident Command Official who is present shall assume full responsibility and command for operations at the scene. Public safety telecommunications personnel from an aiding Agency shall report to and shall work under the direction and supervision of said command official. Provided, however, that at all times, the personnel of an aiding Agency shall remain an employee of its own agency. While working under the direction of the stricken agency or Incident Command Official, public safety telecommunications personnel shall only be required to respond to lawful orders. All services performed under this Agreement shall be rendered without expectation of reimbursement, regardless of the possibility of reimbursement from the requesting agency or other sources.

#### **SECTION IV ADMINISTRATIVE ORGANIZATION**

This Agreement shall be administered by a Board of Directors composed of a chairperson, vice-chairperson, secretary, and treasurer, and one representative from each of the Illinois Emergency Management Agency regions. The elected Board of Directors may appoint such ex-officio members to the Board as it deems necessary.

The method of election shall be prescribed in the organization's by-laws.

All documents, records, minutes and other items essential to the administration of the Task Force shall be stored under the direction of the current Chairperson.

The Board of Directors may form subcommittees from time to time, to further the objectives of Task Force.

Supplies and equipment shall be purchased in the name of the Task Force and title, where appropriate, shall be held in the name of the Task Force.

The Board of Directors shall be responsible for developing by-laws necessary to implement this Agreement. The original set of by-laws shall be adopted by a majority vote of the members.

#### **SECTION V AUTHORITY TO ENTER INTO CONTRACTS**

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

B. The Board of Directors has the express authority to enter into contracts on behalf of the Task Force for the purchase of goods and services that are consistent with the Task Force's purpose and intent. Each contract shall set forth fully the purposes, powers, rights, obligations and responsibilities of the Task Force and all other parties to the contract.

#### **SECTION VI JURISDICTION OVER PERSONNEL AND EQUIPMENT**

Personnel and equipment dispatched to aid a Stricken Agency pursuant to this Agreement remain employees, property and responsibility of the Aiding Agency. The Aiding Agency, at all times, retains the right to withdraw any and all aid rendered upon order of its Director or his/her designee; provided, however, that the Aiding Agency that intends to withdraw aid shall give as much notice as possible to the most senior officer of the Stricken Agency or the Incident Commander of the withdrawal and the extent of the withdrawal of aid.

#### **SECTION VII 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 Agency, except as set forth herein or in the policies and procedures.

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

## **SECTION VIII INSURANCE**

A. Each Agency 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 or in the alternative be self-insured with reserves sufficient to meet anticipated claims.

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

C. The Board of Directors may require each member Agency to provide insurance certificates to the Chairperson identifying the Agency'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 Board of Directors.

## **SECTION IX INDEMNIFICATION**

A. Each Agency agrees to waive all claims against all other Agencies 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 an Agency or its personnel.

B. Each Agency requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Agency 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 Agency rendering aid shall be the sole and exclusive responsibility of the respective Agency, provided, however, that claims made by a third party are not caused by gross negligence or willful misconduct on the part of the Agency rendering aid.

C. Each Agency, whether an Aiding Agency or Stricken Agency, 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 Agency 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 Agency to this Agreement is a defendant.

## **SECTION X NON-LIABILITY FOR FAILURE TO RENDER AID**

No Agency, nor its agents or personnel, shall be liable to any other Agency, 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 XI 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 Agency may withdraw from this Agreement at any time, by giving written notice to the Chairperson of the Board of Directors of the Task Force 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 XII  
EFFECTIVE DATE OF THIS AGREEMENT**

Each Agency shall file a copy of its certified executed ordinance or resolution entering into this agreement with the Chairperson of the Task Force, once elected. The Task Force shall be considered operational when five (5) or more agencies have signed this Agreement.

**SECTION XIII  
IDENTIFICATION OF MEMBERS**

In view of the fact that full membership in the Task Force is open to any Public Safety Answering Point in the State of Illinois, it is impossible to identify all members at the inception of the program. Appendix A will identify all signatory agencies. Appendix A will be updated as an addendum to this Agreement shortly after individual governmental entities execute said Agreement and addendums will be distributed to all member agencies.

**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 an Agency. However, this Agreement may not be assigned by any member Agency without the prior written consent of the Task Force, and this Agreement may not be assigned by the Task Force without the prior written consent of all member Agencies. 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, certified mail, traceable private courier service, electronic mail or facsimile transmission to the Director of each Agency 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 XVIII  
AMENDMENTS**

This Agreement may be amended only by the written consent of two-thirds of the member Agencies provided, however, that this Section has no application to the amendment of the by-laws or the mutual aid policies and procedures which may be made, and amended, from time to time by the Task Force as provided in this Agreement and otherwise.

**SECTION XIX  
RECITALS**

All of the above recitals are made a part of this Agreement.

**SECTION XX  
SIGNATORIES**

The signatory of the Agency certifies that this Mutual Aid Agreement, for the Illinois Telecommunicator Emergency Response Taskforce (IL-TERT), has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
Name of Municipality, County or Intergovernmental  
Public Safety Telecommunications Agency

\_\_\_\_\_  
Signature of President, Mayor, Chairman or other Chief  
Executive Officer (if applicable)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ILLINOIS TELECOMMUNICATOR EMERGENCY RESPONSE TASKFORCE**

**APPENDIX A**

**MEMBERSHIP**

1. Governmental Entity \_\_\_\_\_  
PSAP Name \_\_\_\_\_  
PSAP Director Name \_\_\_\_\_  
PSAP Address \_\_\_\_\_  
City & Zip \_\_\_\_\_

2. Governmental Entity \_\_\_\_\_  
PSAP Name \_\_\_\_\_  
PSAP Director Name \_\_\_\_\_  
PSAP Address \_\_\_\_\_  
City & Zip \_\_\_\_\_