

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, June 13, 2017,
beginning at 7:30 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

Public Works Committee, *followed by*
Community Development Committee, *followed by*
Public Safety Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF THE
PUBLIC SAFETY COMMITTEE

Notice is hereby given that a Meeting of the Public Safety Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 7:30 p.m. on Tuesday, June 13, 2017, in Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The agenda is as follows:

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING HELD ON MARCH 7, 2017.
3. RECEIVE UPDATE ON MUSIC THEATER SECURITY PLANNING.
4. DISCUSS AGREEMENTS WITH THE MOKENA FIRE DEPARTMENT:
 - A. INTERGOVERNMENTAL AGREEMENT FOR FLEET MAINTENANCE BETWEEN THE TINLEY PARK FIRE DEPARTMENT AND MOKENA FIRE PROTECTION DISTRICT – RENEWAL;
 - B. INTERGOVERNMENTAL AGREEMENT FOR AUTOMATIC MUTUAL AID BETWEEN THE TINLEY PARK FIRE DEPARTMENT AND THE MOKENA FIRE DEPARTMENT PROTECTION DISTRICT.
5. RECEIVE COMMENTS FROM THE PUBLIC.
6. ADJOURN TO EXECUTIVE SESSION TO DISCUSS SECURITY PROCEDURES AND THE USE OF PERSONNEL AND EQUIPMENT TO RESPOND TO AN ACTUAL, A THREATENED, OR A REASONABLE POTENTIAL DANGER TO THE SAFETY OF EMPLOYEES, STUDENTS, STAFF, THE PUBLIC, OR PUBLIC PROPERTY.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Public Safety Committee
March 7, 2017 at 6:30 pm
Council Chambers at the
Village of Tinley Park,
16250 S. Oak Park Avenue,
Tinley Park, IL 60477

Members Present: T.J. Grady, Chair
J. Vandenberg, Village Trustee
B. Younker, Village Trustee

Elected Officials
Present: D. Seaman, Mayor
B. Maher, Village Trustee
M. Pannitto, Village Trustee

Staff Present: D. Niemeyer, Village Manager
S. Tilton, Assistant Village Manager
B. Bettenhausen, Village Trustee
S. Neubauer, Police Chief
K. Workowski, Public Works Director
J. Urbanski, Assistant Public Works Director
P. Carr, EMS Director
P. Hoban, Economic Development Manager
L Valley, Executive Secretary
B. Bennett, Commission Secretary

Item#1 – OPEN THE MEETING – The meeting of the Public Safety Committee was called to order at 6:39 pm.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING HELD ON JANUARY 17, 2017

Motion was made by Trustee Vandenberg, seconded by Trustee Younker, to approve the minutes of the Public Safety Committee Meeting held on January 17, 2017. Vote by voice call. Chairman Grady declared the motion carried.

Item #3 –DISCUSS TEXT TO 911 CONTRACT – Pat Carr, EMS Director stated last year the Village completed an upgrade to the 911 Command Center radio console and NG911 software. The text to 911 software was included in the FY 2017 budget process for an implementation date of spring 2017. During the RFQ process, last year, there were three (3) vendors that submitted proposal's to the Village. Upon review of the proposals, In Digital was recommended by the project consultant and was the lowest prices package.

Text messaging is one of the primary ways people communicate today. Text to 911 will be very useful to residents who are hard of hearing, deaf or speech impaired. Text to 911 could help in

situations when a crime is in progress, or when the caller injured and cannot speak or is facing domestic abuse.

Budget FY 2017 amount -	\$43,200.00
Vendor Price -	\$38,617.20
Amount under Budget -	\$ 4,582.80

Motion was made by Trustee Younker, seconded by Trustee Vandenberg to recommend approval of agreement with In Digital for Text to 911 Software. Vote by voice. Chairman Grady declared the motion carried.

Item #4 – DISCUSS AMENDMENT TO FIRE TRAINING TOWER CELL LEASE

AGREEMENT- Steve Tilton, Assistant Village Manager stated since 1998, the Village has leased ground space at the Village's fire training tower for the purposes of a third party provider installing and maintaining a cellular tower. Recently Verizon wireless expressed interest in leasing antenna space at the fire training tower site. While there is adequate antenna space on the cellular tower, there is currently not enough available ground space for Verizon to install the equipment necessary for its cellular antenna. As such, if Verizon is to move forward with an antenna installation, the Village will need to amend its lease to allow for additional ground space area.

The site plan for the proposed lease amendment was discussed at the January 5, 2017 Plan Commission meeting and recommended for approval. One condition that the Plan Commission places on their recommendation was that the lease agreement contains language that requires a bi-annual inspection of the property to help ensure that the site is in conformance with Village code. This language has been included in the proposed lease amendment.

There is also new contract language that would allow the Village the right to relocate the tower to alternative location. This language will be important for the Village should any major development occur in the future at the former State Mental Health Center Property that would require relocation or elimination of the current fire training tower site.

Trustee Pannitto asked who would pay for the relocation and how much would it cost. Mr. Tilton stated that would be at the Village's expense and he is not sure what the cost would be at this time.

Trustee Pannitto stated he is not comfortable moving forward with this until we have an idea what a relocation would cost. Mr. Tilton stated he would get the answer by the next meeting. This is on the agenda at tonight's Board meeting only for 1st reading.

Motion was made Trustee Younker, seconded by Trustee Vandenberg to recommend the Board approve the proposed lease amendment for the Fire Training Tower Cell Lease. Vote by voice. Chairman Grady declared the motion carried.

Item #5- RECEIVE COMMENTS FROM THE PUBLIC –

Resident 1 – wanted to thank Trustee Pannitto for asking the question about the cost of relocating the Cell Tower.

ADJOURNMENT

Motion was made by Trustee Vandenberg, seconded by Trustee Younker, to adjourn the Public Safety Committee meeting held on March 7, 2017. Vote by voice call. Chairman Grady declared the motion carried and adjourned at 6:48 p.m.

bb

cc: *Village Board*
 Village Manager
 Assistant Village Manager
 Village Treasurer
 Deputy Village Clerk



Emergency Management and 911 Communications

Date: June 9, 2017

To: Dave Niemeyer, Village Manager
Public Safety Committee

From: Pat Carr – Asst. Village Manager/Director, EMA/911 Communications

Re: HCA Emergency Planning

Due to recent world events the Village of Tinley Park Public Safety Team is reviewing and updating emergency plans with the Hollywood Casino Music Theatre. Staff will make presentation on current threat assessment, plan components, staffing and resource request.



Interoffice Memorandum

Fire Department
FD Memo #17-42

Date: June 8, 2017

To: Pat Carr, Interim Asst. Village Manager

From: Forest Reeder, Fire Chief 

Re: Mokena FPD Agreements for June 13 Public Safety Committee

Pat;

I have emailed you the 2 unsigned intergovernmental agreements forwarded to us by Chief Howard Stephens of the Mokena Fire Protection District (MFPD). The agreements are continuations of previously agreed to and in force understandings and will extend our cooperative arrangements for another year. These 2 agreements cover the following intergovernmental understandings:

1. That TPFDD agrees to continue to participate in a joint fleet maintenance agreement in which the Emergency Vehicle Technicians employed by the MFPD are contracted to perform routine, preventive, and emergency maintenance of our fire suppression apparatus fleet. The 2017 agreement is an extension of agreements in force since 2014 and details the charges assessed to TPFDD for work completed.
2. That TPFDD will continue to provide Automatic Aid within both communities pursuant to geographic areas pre-determined by both agencies.

It is my recommendation that both agreements be discussed and executed at the next Public Safety Committee meeting.

FFR/caf

Attach: Automatic Mutual Aid and Maintenance Agreements

cc: S. Klotz, Deputy Chief /Suppression

RESOLUTION NO. 2017-R-034

**A RESOLUTION AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
AND THE MOKENA FIRE PROTECTION DISTRICT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Village of Mokena, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this day of , 2017, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this day of , 2017, by the President of the Village of Tinley Park.

Jacob C. Vandenberg
Village President

ATTEST:

Kristin A. Thirion
Village Clerk

EXHIBIT 1

**AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
AND THE MOKENA FIRE PROTECTION DISTRICT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOKENA FIRE PROTECTION DISTRICT AND
THE TINLEY PARK FIRE DEPARTMENT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2017, by and between the Tinley Park Fire Department, an Illinois Municipal Corporation, (hereinafter referred to as "Tinley Park") and the Mokena Fire Protection District, an Illinois Municipal Corporation, (hereinafter referred to as "Mokena").

WHEREAS, Tinley Park desires to obtain Fleet Maintenance and repair for Tinley Park's vehicles and equipment from Mokena; and

WHEREAS, Mokena desires to provide said maintenance and repair services to Tinley Park; and

WHEREAS, it is in the best interests of both Mokena and Tinley Park to enter into this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2: Service Provided by Mokena

- a) Mokena will provide Maintenance and repair for Tinley Park Fleet Vehicles and Equipment. It is mutually understood that Mokena is not the sole provider of Services for Tinley Park.
- b) The standard general labor rate agreed to is set forth at \$95.00/ hour unless specific services are identified through menu pricing and included in this document. A minimum charge of \$23.75 / quarter hour will be charged for all unscheduled labor.
- c) The General Apparatus Maintenance Program will be per the attached "Mokena Fire Protection District Apparatus Maintenance Program" dated 3/13/17 marked as Exhibit A. Prices will be determined based upon the 2017 price sheet which is attached as Exhibit B.
- d) Unscheduled and Emergency Repairs, Daytime. Mokena makes no guarantee that emergency daytime services can be provided. Mokena does NOT have "Full-time Personnel" in place. Mokena recognizes the sensitive nature of the assets of Tinley Park and the importance of their services to our local communities. Mokena is committed to providing equally outstanding services to all of its customers. Mokena reserves the right

to prioritize, and or reprioritize, its daily workloads as situations dictate. In addition Mokena reserves the right to engage the services of private contractors to meet its obligations in keeping all fleet assets operational in a timely manner. Any service work extending beyond the normal work day and requiring overtime are performed at 1.25 times the general shop labor rate. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park. These services are performed at the standard general labor rate.

- e) **Unscheduled and Emergency Repairs, Afterhours.** Mokena makes no guarantee that emergency after hour's services can be provided. Mokena does NOT have "On Call Personnel" in place to accommodate after hours services. Fleet personnel are permitted to respond on a case by case situation, but are not mandated to do so. Services provided in this nature are at 1.25 times the general labor rate, a minimum of two hours per call out will be billed. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park.

Section 3: Waiver; Release; Indemnity

Tinley Park hereby waives, releases and holds harmless Mokena, its elected and appointed officers, officials, attorneys, and employees from, and agrees that Mokena shall not be liable for, any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of the Services pursuant to this Agreement, except only in the event of a willful and wanton conduct on the part of Mokena as determined by a court of law making a specific finding of fact.

Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement.

Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Section 4: Insurance

Each party shall maintain insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken in this Agreement.

Section 5: Term

The term of this Agreement shall be for a period of one (1) year from the date of execution and may be renewed by either party for consecutive additional one (1) year terms upon written notice by either party received sixty (60) days prior to the expiration of the then current term.

However, either party shall have the right to terminate this Agreement upon 15 days written notice delivered by certified mail or in person to the other party.

Tinley Park shall be responsible for payment to Mokena for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, prorated basis, based upon the terms cited in this Agreement.

Section 6: No Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

Section 7: Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

Mokena shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Mokena and Tinley Park.

Section 9: Default

If a Party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching Party files suit as a result thereof, the non-breaching Party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.

Section 10: Governing Law.

The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 11: Severability.

The purpose of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

Section 12: Construction.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

Section 13: Notices.

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Mokena:

Chief Howard Stephens
Mokena Fire Protection District
19853 Wolf Road
Mokena, IL 60448

To Tinley Park:

Fire Chief
Tinley Park Fire Department
6825 W. 173rd Place
Tinley Park, IL 60477

Section 14: Authorized Representatives

The officers of Tinley Park executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of Tinley Park. The officers of Mokena hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Mokena.

Section 15: Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**MOKENA FIRE PROTECTION
DISTRICT**

VILLAGE OF TINLEY PARK

President, Board of Trustees

President

Secretary, Board of Trustees

Secretary

EXHIBIT A

Mokena Fire Protection District Apparatus Maintenance Program 3-13-17

- Emergency Vehicle Technician (EVT) mechanics are full-time firefighters with the District.
- The MFPD maintenance coordinator will schedule an appointment for apparatus maintenance with a department representative for a time that is convenient for both agencies.
- Basic Preventive Maintenance includes: engine oil and filter change, fuel filter change, chassis and driveline lubrication, set tire pressures, top off all fluids, and apparatus inspection.
- Apparatus inspection process is based on NFPA 1911 Standard for Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus.
- For basic prevention maintenance, an ambulance will be in shop for approximately 2- 3 hours, while an engine or truck will be approximately 4 -5 hours.
- Optional in-depth brake and front-end inspection conducted by Chandler Services. Chandler Services pulls tires and checks brakes & seals and provide written documentation on brake wear. This can be schedule to be done at same day as preventive maintenance.
- Maintenance is scheduled during mechanics off duty time. When performing maintenance, mechanics do not leave for calls or other duties.
- If a major mechanical issue was discovered during preventive maintenance, the department designee would be contacted and informed of the problem.
- Maintenance records such as fluid and filter type for each apparatus would be kept. The invoice issued would include all work completed, fluids and parts used including a copy of the inspection report.

EXHIBIT B

2017 SERVICE PRICE SHEET

Quick Lube Estimated Costs	Ambulance	Engine/ Squad	Truck
Fuel filter	\$ 48.00	\$ 21.00	\$ 21.00
Oil filter	\$ 40.00	\$ 48.25	\$ 48.25
Oil	\$ 96.25	\$ 137.50	\$ 137.50
Chassis & Driveline Lubrication	\$ 5.00	\$ 5.00	\$ 5.00
Shop Supplies (5% labor, cap)	\$ 9.00	\$ 14.25	\$ 19.00
Estimated Labor (\$95/ hour) +/- time dependant on situation found	\$ 190.00	\$ 285.00	\$ 380.00
Total Cost	\$ 388.75	\$ 511.00	\$ 610.75

Optional Services Below Billed at a time and material cost

Pump Oil

\$350 and up \$350 and up

** price dependent on quart capacity

Transmission

Transmission Filter & Check Service

Transmission Drain, Filter & Check Service

Brakes & Front End

Brake/Front End Inspection

Additional Services

Air Filters

Breathers

Wipers

Batteries

RESOLUTION NO. 2017-R-035

**A RESOLUTION AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
AND THE MOKENA FIRE PROTECTION DISTRICT
FOR AUTOMATIC MUTUAL AID**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Mokena Fire Protection District, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this day of , 2017, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this day of , 2017, by the President of the Village of Tinley Park.

Jacob C. Vandenberg
Village President

ATTEST:

Kristin A. Thirion
Village Clerk

EXHIBIT 1

**AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
AND THE MOKENA FIRE PROTECTION DISTRICT
FOR AUTOMATIC MUTUAL AID**

Intergovernmental Agreement

This Agreement, made and entered into the ____ day of _____, 2017, By and between the **Tinley Park Fire Department**, an Illinois Municipal Corporation ("Tinley Park") and the **Mokena Fire Protection District**, an Illinois Municipal Corporation ("Mokena");

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/3, provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred and jointly with any other public agency of the State except where specifically and expressly prohibited by law; and

WHEREAS, Tinley Park and Mokena all staff and maintain fire stations for the safety and protection of the lives and property within their respective jurisdictions; and

WHEREAS, Tinley Park and Mokena in order to provide the maximum protection by providing the fastest service response to its residents, desire to enter into an agreement whereby each agency may render automatic mutual aid to each other for certain defined incidents; and

WHEREAS, Automatic Mutual Aid is an agreement that is developed and agreed upon by the participating agencies which is independent of Mutual Aid. Automatic Mutual Aid will trigger an automatic dispatch of all agencies to an area for the type of call(s) agreed upon, and

WHEREAS, each agency has the ability to provide automatic mutual aid when not committed to another emergency; and

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereby acknowledge; the parties hereto mutually agree as follows:

1. AUTOMATIC MUTUAL AID AREA:

Tinley Park and Mokena agree to provide automatic mutual aid to each other within each agencies geographical area, hereafter referred to as "area,".

2. RESPONSE REQUIREMENTS:

Upon receipt of an emergency call, Tinley Park and Mokena, if available, shall respond with the apparatus as requested.

3. COMMAND AND CONTROL:

- a. All personal protective clothing and equipment shall be used by all participating firefighters on the scene of a fire or emergency incident.
- b. The command and tactical frequency assigned by command and/or first arriving companies shall be utilized on an incident.

- c. The company first arriving at the scene may assume command of the incident until relieved by an equal or superior officer. .
- d. The agency first arriving may cancel any further response to the incident if that agency is capable of handling the incident and the responsible jurisdiction duty officer is so notified.

4. RESOURCE AVAILABILITY:

Neither agency is obligated to send resources to an incident if it depletes resources below an acceptable level as determined by that agency. If an agency is unable to respond, it will notify the Communication Center immediately by radio so that the other agency can request another agency.

5. JURISDICTIONAL RESPONSIBILITY:

When any one of the jurisdictions are responding to an emergency along a common border and jurisdictional responsibility has been identified by the arriving companies, the jurisdiction providing aid in accord with this agreement shall work under the direction of the responsible jurisdiction.

6. INCIDENT REPORTS:

Jurisdictional agency shall be responsible for incident reports, unless canceled by the first arriving company of another agency. It will be the responsibility of the first arriving company or officer to obtain all information and forward an incident report to the agency having jurisdiction.

7. JOINT TRAINING:

All parties to this agreement shall minimally train together quarterly as mutually agreed upon time and locations in order to ensure that optimum performance levels are maintained. All parties do hereby agree to include training on Standard Operating Procedures and the Incident Command System which apply to fire ground operations.

8. INDEMNIFICATION:

Tinley Park and Mokena (the "Parties") hereby agree to indemnify, defend and make whole and hold harmless each other and its officers and employees from liabilities and related expenses (including reasonable attorney's fees) of any kind, which may arise out of the indemnifying Party's acts or omissions in providing services pursuant to this Agreement, provided however, that the foregoing indemnification obligations shall not extend to any liabilities or related expenses arising out of or attributable to the negligence or other fault of the other Parties to this Agreement. The Parties shall notify each other in the event that either of them receives notification from any person of any claim or demand in connection which may fall within the indemnification obligations set forth in this Agreement. The undertaking of each Party to this Agreement in connection with the indemnification obligations of this agreement includes liabilities or claims of liability with respect to property damage, personal injury, invasions of the right to privacy, or any other right of any person, and to any failure of either party to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to that party in connection with this Agreement.

9. FISCAL IMPACT:

Each party to this agreement shall bear its own respective costs for staff and equipment support allocated to the services provided under this Agreement, therefore there is no direct cost associated with this Agreement.

10. DURATION/ TERMINATION OF AGREEMENT:

- a. This agreement shall remain in force and effect indefinitely unless terminated by either of the parties provided the other party is given thirty (30) days' notice in writing of such termination. This Agreement may be subject to further negotiations in the event either party adds or deletes a fire station or resources.
- b. This Agreement shall be binding upon and insure the benefit of any successor governmental legal entity that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.
- c. The invalidity of any provision of this Agreement shall not impair the validity of any other provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, provisions severed or modified by the court shall not affect the validity of enforceability of the remaining provisions hereof.
- d. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties.
- e. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

11. NOTICES:

All notices hereunder shall be in writing and must be served with personally or registered or certified mail to:

a. Tinley Park at: Tinley Park Fire Department
17355 South 68th Court
Tinley Park, IL 60477
Attn: Fire Chief

b. Mokena at: Mokena Fire Protection District
19853 S Wolf Rd
Mokena, IL 60448
Attn: Fire Chief

c. To such other person or place which either party hereto by its prior written notice shall designate for notice to the other party hereto.

12. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

**MOKENA FIRE PROTECTION DISTRICT,
An Illinois Municipal Corporation**

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

**TINLEY PARK FIRE DEPARTMENT,
an Illinois Municipal Corporation**

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

ADJOURNMENT