

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, **KRISTIN A. THIRION**, the duly appointed and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

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**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 20th day of June, 2017, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 20th day of June, 2017.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Mangin

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this day of , 2017.

Kristin A. Thirion
Village Clerk

RESOLUTION NO. 2017-R-035

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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

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.

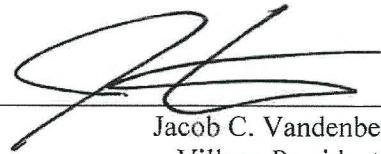
ADOPTED this 20th day of June, 2017, by the Corporate Authorities of the Village of Tinley Park on
a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Mangin

NAYS: None

ABSENT: None

APPROVED this 20th day of June, 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 20 day of June, 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: William F. Gross
President, Board of Trustees

ATTEST:

Brian H. [Signature]
Secretary, Board of Trustees

TINLEY PARK FIRE DEPARTMENT,
an Illinois Municipal Corporation

By: [Signature]
President, Board of Trustees

ATTEST:

[Signature]
Secretary, Board of Trustees