

**AGREEMENT FOR TACTICAL EMERGENCY MEDICAL SERVICES BETWEEN  
THE WOODSTOCK FIRE/RESCUE DISTRICT, HUNTLEY FIRE PROTECTION  
DISTRICT AND THE COUNTY OF MCHENRY**

This Agreement is made between the County of McHenry, McHenry County, Illinois (“County”), Woodstock Fire/Rescue District (“WFRD”), and the Huntley Fire Protection District (“HFPD”) collectively referred to as the “Parties”. It shall be effective on and service under it shall commence on July 1, 2015 at 6:00 a.m. and take the place of any previous Agreement for tactical emergency medical response and rescue service.

**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**, 5 ILCS 220/1 *et seq.*, entitled the “Intergovernmental Cooperation Act,” 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**, 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 of the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interest to enter into this Agreement to secure to each the benefits of automatic aid in tactical emergency medical response and rescue service as described in Section Two of this Agreement.

**NOW, THEREFORE**, in consideration of the following recitals, **THE PARTIES HERETO AGREE AS FOLLOWS:**

**SECTION ONE**

**Service**

**THE WOODSTOCK FIRE/RESCUE DISTRICT (“WFRD”) and the Huntley Fire Protection District (“HFPD”)** shall provide tactical emergency medical response and rescue service to the territory and jurisdiction of the County of McHenry (“County”), including aid to agencies outside of the County. WFRD and HFPD shall respond and be dispatched for every

SWAT call-out. Such response shall be as and for the automatic aid contemplated by this Agreement and shall be accomplished in a manner consistent with the terms herein. Unless specifically provided elsewhere in this Agreement, all fire response and rescue service shall be provided in the manner and quality as such services are provided within the existing WFRD and HFPD service area and as outlined in the Tactical Emergency Medical Support Team Standard Operating Guidelines as adopted by the Northern Illinois/Western Lake County and the St. Joseph's (Elgin) Emergency Medical Services Systems.

## SECTION TWO

### Equipment and Personnel

- 1) WFRD and HFPD at all times under this Agreement and in its sole discretion, shall provide the equipment and personnel necessary to provide the County with service that meets or exceeds the level of service provided in similar TEMS units, and/or similar types of services within the region and nation. This commitment shall be an agreed upon level of service between the County, WFRD and HFPD. At all times hereunder, WFRD and HFPD shall maintain control over all TEMS equipment and personnel used in providing service for the County. The provision of equipment and personnel shall be accomplished under a joint Standard Operating Guideline that will be adopted by both entities.
- 2) Equipment Upkeep: WFRD and HFPD shall perform periodic audits of the equipment, and shall ensure that there is sufficient equipment to perform the duties associated with TEMS.
  - a. Personnel will be provided to the County in capacities that, at a minimum, meet or exceed delivery of an appropriate level of service. WFRD and HFPD shall, at their sole discretion, modify levels of staffing in order to provide emergency response services to the County consistent with those necessary for safe operation.
  - b. WFRD and HFPD acknowledge that occasionally mutual aid calls to jurisdictions outside of the County will require manpower and equipment to be temporarily allocated for use outside of the County's jurisdiction.

## SECTION THREE

### Dispatching

All calls contemplated under this Agreement shall be routed through the County's dispatching service to the TEMS team members via text message alerts. At no time shall WFRD and HFPD be liable for errors, omissions, or liabilities caused by an act or omission of the dispatch service that the County provides. This provision may be modified from time-to-time by written agreement of all parties.

#### SECTION FOUR

##### Annual Cost

With respect to the service provided under this Agreement, there shall be no cost. However, all parties agree to discuss the ongoing cost of equipment, uniforms and training, and share expenses as their respective budgets allow. In addition, the County agrees to assist in the pursuit of grants to help fund the training and equipment cost of the TEMS unit.

#### SECTION FIVE

##### Command and Supervision

Under this Agreement, the Chief of WFRD and HFPD, his duly designated officer(s) or assign(s) shall maintain command and control over all functions of the service, response, personnel and equipment within the jurisdictional territory of the County until such time as there is an activation of the SWAT. Upon activation of the SWAT, all WFRD and HFPD personnel will report to the SWAT commander.

#### SECTION SIX

##### Staffing and Allocating Personnel

This Agreement contemplates that the Chief of WFRD, HFPD, and the McHenry County Sheriff or his designee at all times have the authority to allocate resources, equipment, and personnel as may be required to provide service to the County.

#### SECTION SEVEN

##### Training

The parties agree to perform joint training biannually at a mutually reasonable time and place within each of the District's boundaries. This training is to assist each District's unit and the aiding unit when an emergency should arise.

## SECTION EIGHT

### Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation and, if applicable, emergency medical service professional liability, with minimum limits of \$5,000,000 auto and \$5,000,000 combined single limit general liability and professional liability. Each party shall be listed as an additional insured on all policies required under this Section. The obligations of this Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. Upon request, the Parties shall provide evidence of such insurance to each other.

## SECTION NINE

### 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 to the performance of this Automatic Mutual Aid Agreement provided, however, that such a release or waiver of claims shall not be effective in the event the claim is a result of the recklessness or intentional misconduct by a party hereto or its personnel.

Each party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party or parties rendering aid and their personnel from any and all claims, demands, liability, losses, suits in law, or in equity, which are made by a third party, provided, however, that such claims made by a third party are not the result of recklessness or intentional misconduct on the part of the party rendering aid. This indemnity shall not include attorneys' fees and court costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, workers' 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 that respective party for its employees.

## SECTION TEN

### Term

This Agreement shall be in effect for a term of one (1) year from the date of the signature hereof and shall automatically renew for successive one (1) year terms, unless terminated in accordance with this Section.

Any party hereto may terminate its participation in the Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of the other members specifying the date of termination, such notice to be given at least ninety (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 ELEVEN

### 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 thereof.

## SECTION TWELVE

### 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.

## SECTION THIRTEEN

### 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 FOURTEEN

### 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.

## SECTION FIFTEEN

### Governing Law and Venue

The parties agree that this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

## SECTION SIXTEEN

### 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 SEVENTEEN

### Amendments

This Agreement may only be amended by written consent of all the parties hereto.

## SECTION EIGHTEEN

### Signatures

The signatures on the Signature Page certify that this Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, by the parties. Copies of the enabling ordinance, resolution or other executing document are attached hereto.

SIGNATURE PAGE

**WOODSTOCK FIRE/RESCUE DISTRICT**

**COUNTY OF MCHENRY**

By: \_\_\_\_\_  
Robert A. Kristensen, President  
Board of Trustees

By: \_\_\_\_\_  
Joseph Gottemoller, Chairman  
McHenry County Board

Attest: \_\_\_\_\_  
Kenneth Marunde, Secretary  
Board of Trustees

Attest: \_\_\_\_\_  
Mary E. McClellan,  
McHenry County Clerk &  
Ex-Officio Clerk of the  
McHenry County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**HUNTLEY FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
Milford Brown, President  
Board of Trustees

Attest: \_\_\_\_\_  
Bonnie Bayser, Secretary  
Board of Trustees

Date: \_\_\_\_\_