2026 - 4592

ORDINANCE NO. ~~2025~~-_____

ORDINANCE AUTHORIZING THE EXECUTION OF
A MUTUAL AID AGREEMENT BETWEEN
THE VILLAGE OF BARRINGTON FOR ITS FIRE DEPARTMENT, POLICE,
DEPARTMENT, AND EMERGENCY MANAGEMENT AND
HANOVER TOWNSHIP FOR ITS EMERGENCY SERVICES DEPARTMENT

WHEREAS, the Corporate Authorities of the Village of Barrington ("Village") have determined that execution of a Mutual Aid Agreement between the Village of Barrington for its Fire Department, Police Department, Emergency Management and Hanover Township for its Emergency Services Department (hereinafter, "Hanover Township") is advisable and in the best interests of the Village and its residents; and

WHEREAS, there has been presented to the Village a certain "Mutual Aid Agreement between the Village of Barrington Fire Department, Police Department, Emergency Management and Hanover Township Emergency Services Department" (the "Mutual Aid Agreement") for the purpose of establishing certain responsibilities and parameters for rendering mutual aid when emergencies occur or conditions are such that it is advisable to request assistance; and

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 with other units of local government to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations 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 and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 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 to the contract; and

WHEREAS, the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, have determined that it is in the best interests of the Village and its residents to enter into and execute a "Mutual Aid Agreement Between the Village of Barrington Fire Department, Police Department, Emergency Management and the Hanover Township for its Emergency Services Department":

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of its authority as a Home Rule Unit, as follows:

SECTION 1: That the Corporate Authorities of the Village find that the facts set forth in the recitals to this Ordinance are true and correct and are incorporated herein by reference as if fully set forth herein, and the same are hereby deemed to constitute the findings of the Corporate Authorities.

SECTION 2. The Corporate Authorities of the Village hereby approve said "Mutual Aid Agreement Between the Village of Barrington Fire Department, Police Department, Emergency Management and the Hanover Township for its Emergency Services Department" (the "Agreement'), in substantially the form which is attached hereto as Exhibit A and thereby made a

part hereof, and the execution of said Agreement by the Village President and attestation by the Village Clerk be and are hereby authorized. The Village Clerk is hereby directed to provide an executed copy of said Mutual Aid Agreement to Hanover Township.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 26 DAY OF JANUARY, 2025 BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Prigge, Klauer and President Moran

NAYS NONE

ABSENT NONE

ABSTAIN NONE

APPROVED THIS 26 DAY OF JANUARY, 2025

Michael Moran, Village President

ATTESTED AND FILED THIS 26 DAY OF JANUARY, 2025

James P. Dillon, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

"Mutual Aid Agreement between the Village of Barrington and Hanover Township Emergency Services Department"

MUTUAL AID AGREEMENT
BETWEEN THE VILLAGE OF BARRINGTON AND
THE HANOVER TOWNSHIP EMERGENCY SERVICES DEPARTMENT

This Agreement (hereinafter, the "Agreement") is hereby made and entered into by and between the Village of Barrington, Cook and Lake Counties, Illinois for the Barrington Fire Department, Police Department, and Emergency Management (hereinafter, the "Village") and Hanover Township, Illinois for the Hanover Township Emergency Services Department (hereinafter, the "Township") (collectively, the "Parties"). In accordance with Illinois Municipal Code, 65 ILCS 5/11-6-1, which provides for municipalities and fire protection districts to enter into "mutual aid agreements", and in accordance with this Agreement and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Parties hereby agree, as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have the meaning set forth in this Paragraph 1.

a. "Department" shall mean the Village of Barrington Fire Department, Police Department, Emergency Management or the Hanover Township Emergency Services Department, respectively.

b. "Department Head" shall mean the Chief of the Village of Barrington Fire Department, Police Department, Emergency Management or his/her designee(s), or the Director of Emergency Services of Hanover Township Director or his/her designee(s), respectively.

c. "Requesting Department" shall mean a Department which requests assistance pursuant to this Agreement.

d. "Aiding Department" shall mean a Department providing equipment, personnel, and/or services to a Requesting Department pursuant to this Agreement.

e. "Emergency" shall mean an occurrence or condition which results in a situation of such magnitude and/or consequence, that it cannot be adequately handled by a Requesting Department, and the Requesting Department determines the necessity and advisability of requesting assistance.

f. "Equipment" shall mean any equipment owned by the Parties.

g. "Personnel" shall mean any employees or volunteers of the Parties.

2. Authority to Effect Mutual Aid. The Parties hereby authorize and direct their respective Department Heads to take necessary and proper action to render mutual assistance to, and/or request mutual assistance from, the other Department, in accordance with their respective policies and procedures, as well as all applicable Local, State, and Federal statutes, regulations, and ordinances.

3. Requests for Mutual Aid. Whenever an emergency occurs or conditions are such that the Department Head of a Requesting Department determines it advisable to request assistance pursuant to this Agreement, he or she shall notify the Aiding Department of the nature and location of the emergency, and the type and amount of equipment, personnel, and/or services to be requested from the Aiding Department.

4. Rendering Mutual Aid. If an Aiding Department is willing and able to provide assistance, its Department Head shall inform the Requesting Department about the type of available resources and the approximate arrival time of such assistance. Any assistance rendered by an Aiding Department shall be to the extent of available personnel and equipment, as determined by its Department Head. An Aiding Department is not obligated to respond to a request for assistance pursuant to this Agreement.

5. Jurisdiction over Personnel and Equipment. The personnel of an Aiding Department that are dispatched to provide assistance to a Requesting Department pursuant to this Agreement will report to and serve under the direction and control of the Incident Commander of the Requesting Department and in accordance with the National Incident Management System. Such personnel shall remain employees and/or volunteers of the Aiding Department. An Aiding Department shall, at all times, have the right to withdraw any and all assistance upon the order of its Department Head.

6. Compensation for Aid. Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Department; provided, however, that any expenses recoverable from third-parties shall be equitably distributed among the Parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

7. Insurance. Each Party 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 $1,000,000 auto and $1,000,000 combined single limits general liability and professional liability. No Party shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligation of this paragraph 7 may be satisfied by a Party's membership in a self-insured pool, or a self-insured plan or arrangement with an insurance provider approved by the state of Illinois. A Party may require that copies or other evidence of compliance with the provisions of this Section be provided to its Department Head. Upon request, a Party and its Department Head shall provide such evidence, as herein provided, to the other Party to this Agreement. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under paragraph 8 of this Agreement to indemnify and hold the other Party harmless from such liability.

8. Indemnification. Each Party agrees to waive all claims against the other Party 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 a

Party or its personnel. Each Party requesting assistance pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Party rendering assistance and its employees and/or volunteers from any and all claims, causes of action, demands, liability, damages, losses, expenses (including attorneys fees), or suits in law or in equity which are made by a third party; provided, however, that all employee benefits, wage and disability payments, pensions, workers' compensation claims, damage to or destruction of equipment or clothing, and medical expenses of the Party rendering aid or its employees and/or volunteers shall be the sole and exclusive responsibility of the Party rendering aid; and provided, further, 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.

9. Non-Liability for Failure to Render Aid. The rendering of assistance under this Agreement shall not be mandatory if local conditions of the Aiding Department prohibit response. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Party, or its duly authorized agents and personnel, for failure or refusal to render aid, or for the withdrawal of aid, once provided, pursuant to the terms of this Agreement.

10. Notice of Claim or Suit. Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other Party shall provide prompt and timely notice to the Party who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

11. Notices. All notices hereunder shall be in writing and shall be served personally or by registered mail or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Township:

Director of Emergency Services
Hanover Township
250 S. Route 59
Bartlett, IL 60103

If to the Village:

Fire Chief
Village of Barrington Fire Department
400 N. Northwest Highway
Barrington, IL 60010

12. Governing Law. This Agreement shall be governed, interpreted, and construed in accordance with the law of the state of Illinois.

13. Effective Date. This Agreement shall become effective upon the execution of this Agreement by the last Party to sign this Agreement.

14. 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.

15. 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; provided, however, that this Agreement may not be assigned by a Party without prior written consent of the other Party.

16. Term. This Agreement shall be in effect for a term of one (1) year from the Effective Date, as provided in paragraph 13 herein, and this Agreement shall automatically renew for successive one (1) year terms, unless terminated in accordance with this paragraph. Either Party may terminate its participation in this Agreement at any time by giving the other Party at least sixty (60) days advance written notice of the specified date of termination.

17. Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

18. Amendments. Any amendments to this Agreement must be in writing and executed by both Parties.

19. Severability. 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.

IN WITNESS WHEREOF, the Parties have approved the execution of this Agreement by their respective officers on the dates set forth below:

VILLAGE OF BARRINGTON

By: _____
Village President

Date: 01/26/2026

[Seal]

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

ATTEST:

_____
James P. Dillon, Village Clerk

HANOVER TOWNSHIP

_____
Brian P. McGuire, Supervisor

[Seal]

Date: _____

ATTEST:

_____
Katy Dolan Baumer, Clerk