



**CITY OF WASHINGTON, ILLINOIS**  
**Public Works Committee Communication**

**Meeting Date:** May 04, 2020

**Prepared By:** Ray Forsythe, City Administrator *RFF*

**Agenda Item:** Public Works Mutual Aid Agreement

**Explanation:** I have been working with our Public Works Director, Kevin Schone, the Washington Township Road District Highway Commissioner, Scott Weaver and the Washington Park District Executive Director, Brian Tibbs, on a mutual agreement that will allow all three parties to utilize labor, material and equipment from each entity as necessary. A copy of the proposed agreement is attached along with a list of equipment that each entity will have available for use per the agreement. This agreement will have mutual financial benefit for each group as it will reduce the need to hire, rent or purchase outside labor, materials or equipment to accomplish seasonal or occasional tasks or projects.

**Fiscal Impact:** Savings on labor, materials, equipment; reimbursement options from FEMA and other State and Federal Agencies if utilized for disaster recovery efforts and responses.

**Recommendation/**

**Committee Discussion Summary:** I recommend approving the agreement. The Township Road District Highway Commissioner has indicated his approval and the Park District Board will review at an upcoming Park Board Meeting.

**Action Requested:** Recommendation to Council to approve Mutual Aid Agreement

**Additional Documentation:** Public Works Mutual Aid Agreement, **Exhibit "A"**

## **Public Works Mutual Aid Agreement**

This Public Works Mutual Aid Agreement (hereinafter "Agreement") is entered into by the City of Washington, Washington Park District and the Washington Township Road District ("the Parties"), which have, by executing this Agreement, manifested their intent to participate in Mutual Aid and 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 in any manner not prohibited by law or ordinance; and

*WHEREAS*, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (the "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 including a unit of local government from another state; and

*WHEREAS*, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

*WHEREAS*, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times as mutually agreed to.

*NOW, THEREFORE*, the Parties agree to the extent permitted by law as follows:

### **SECTION I: PURPOSE**

The purpose of this Agreement is to establish a procedure whereby a Party in need of mutual aid and assistance may request such aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from another Party. The purpose of this Agreement is to formally document such a program.

### **SECTION II: RESPONSIBILITY OF PARTIES**

*A. PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

*B. AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

*C. IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act,

### **SECTION III: ANNUAL REVIEW**

At a minimum, authorized representatives of the Parties shall meet annually at a meeting place mutually agreed to by each entity to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement, including any Exhibits thereto. The Parties shall designate the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: execute any further necessary agreements and documents; develop specific operating plans, procedures and protocol for requesting assistance; and maintaining equipment and supplying inventory lists. Any such further documents shall be considered an Exhibit to this Agreement and can be revised by those designated with the power and signing authority as necessary.

### **SECTION IV: COMPLIANCE WITH OPEN MEETINGS ACT**

For any annual meeting required by Section III of this Agreement, and any other meeting between the Parties' authorized representatives, each Party shall be responsible for posting notices and an agenda for the meeting at all locations that the respective Party customarily posts notices or agendas of meetings of its governing body, committees or subcommittees, including any website which may be maintained by the full-time staff of said Party. Each party shall likewise provide meeting notice and a meeting agenda to any news medium which has filed an annual request for meeting notice with the respective party pursuant to Section 2.02 of the Open Meetings Act (5 ILCS 120/2.02). The Parties shall endeavor to hold meetings in locations which are accessible to the Parties' respective constituents.

### **SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE**

The Public Works Director, Park District Executive Director and Township Road District Highway Commissioner will promulgate and regularly update procedures for requesting assistance through the Public Works Mutual Aid Agreement. Any Party seeking assistance under the terms of this Agreement shall be known as a "Requesting Agency." Any Party offering assistance under this Agreement (including those instances where a Requesting Agency simply borrows equipment from a Party) shall be known as a "Responding Agency."

### **SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES**

The Public Works Director, Park District Executive Director and Township Road District Highway Commissioner will promulgate and regularly update procedures on a Responding Agency's assessment of availability of resources.

### **SECTION VII: SUPERVISION AND CONTROL**

A. *PERSONNEL*. Each Party shall designate a representative who shall serve as the contact person assigned with coordinating on any work requested by a Requesting Agency. A Requesting Agency shall direct and coordinate the specific work being assigned to a Responding Agency(ies) and the Requesting Agency's(ies') employees. However, the employees of any Responding Agency shall remain under the control of their specific employer(s) and take their specific direction from their direct supervisor. It is further understood that any employees of a Responding Agency are NOT agents or employees of a Requesting Agency, and are therefore not entitled to any benefits provided by a Requesting Agency.

B. *EQUIPMENT*. This Agreement also contemplates the sharing of equipment as outlined on

the attached Exhibit A as a type of aid and assistance that can be provided between the Parties. Should a Responding Agency agree to allow another Party the use of such equipment, the Requesting Agency borrowing such equipment shall be deemed in exclusive use and control of all such equipment, and represents to the owning Party that an employee of the Requesting Agency with the appropriate training and certificates will operate the equipment at issue.

**SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE;  
RENEWABILITY; RECALL**

The Public Works Director, Park District Executive Director and Township Road District Highway Commissioner will promulgate and regularly update procedures for length of time for instances when aid and assistance are requested by a Requesting Agency.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance may be extended as the Responding Agency and Requesting Agency may agree.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

**SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST**

A. *PERSONNEL*. The Parties shall continue to pay their respective employees according to their then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of a period of aid and assistance, any Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *EQUIPMENT*. Responding Agency shall document the use of its equipment during a period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance. When a Requesting Agency specifically requests to borrow a piece of equipment from another Party, the Requesting Agency shall document the use of the equipment in a manner consistent with this paragraph.

C. *MATERIALS AND SUPPLIES*. Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

D. *REIMBURSEMENT OF COST*. At the conclusion of any aid or assistance, a Responding Agency may submit an invoice of the reasonable costs contemplated in this Section VIII to the Requesting Agency. The reimbursement of such costs shall not be unreasonably withheld by the Requesting Agency.

**SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S  
EMPLOYEES**

To the fullest extent allowed under the law, whenever a Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the

same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

Nothing in this agreement shall modify or supersede any collective bargaining agreement between a Responding Agency and its employees' exclusive bargaining representative.

#### **SECTION XI: WORKERS' COMPENSATION**

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

#### **SECTION XII: INSURANCE**

Each Party shall bear the risk of liability for its actions and its employees' acts and omissions and warrants that it has and shall maintain adequate and appropriate insurance coverage sufficient to provide protection for any acts of the Party or the Party's employees pursuant to this Agreement, and for any claims against it arising from the acts of other Parties under this Agreement. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility as elsewhere provided in this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

#### **SECTION XIII: INDEMNIFICATION**

To the fullest extent permitted by law, each Party ("Indemnifying Party") shall protect, indemnify, save, defend, and hold harmless the other Party/ies ("Indemnified Party/ies"), including its/their officers, officials, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorneys' fees, for which the Indemnified Party/ies and its/their officers, officials, employees, and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to any type of property, or civil and/or constitutional infringement of rights arising indirectly or directly in connection with or under, or as a result of this Agreement, but only to the extent caused in whole or in part by any negligent or wrongful act or omission of the Indemnifying Party.

#### **SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID**

The rendering of assistance under the terms of this Agreement shall not be mandatory. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the potential Responding Agency's decision not to respond; however, failure to immediately notify the Requesting Agency of such shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

#### **SECTION XV: 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 other Parties of this Agreement shall provide prompt and timely notice to the Parties 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.

#### **SECTION XVI: AMENDMENTS**

Proposed amendments to this Agreement shall be submitted to the Parties for review and consideration, and must be approved by all of the Parties' governing authorities.

#### **SECTION XVII: NOTICES**

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the City Council, Board of Commissioners and/or the Township Road District Highway Commissioner who will notify each of the Parties' representatives.

#### **SECTION XVIII: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement, unless a Party notifies the other Parties in writing of its intent not to renew 90 days before the renewal date. Any Party may withdraw from this Agreement at any time by giving written notification to the other Parties. The notice shall not be effective until ninety (90) days after the notice has been served upon the respective public body by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

#### **SECTION XIX: SEVERABILITY**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

#### **SECTION XX: EFFECTIVE DATE**

This Agreement shall be effective on the date of the acknowledgement letter sent by the City Council, Board of Commissioners and the Township Road District Highway Commissioner.

#### **SECTION XXI: WAIVER**

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

**SECTION XXII: EXECUTION OF COUNTERPARTS**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**SECTION XXIII: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

*NOW, THEREFORE*, each of the Parties have caused this Public Works Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

*Approved and executed this* \_\_\_\_\_ *day of* \_\_\_\_\_, 2020

*For the City:*

*By:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Attest:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*On behalf of* **Washington Park District:**

*By:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Attest:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*On behalf of the* **Washington Township Road District:**

*By:* \_\_\_\_\_

*Title:* Highway Commissioner

*Attest:* \_\_\_\_\_

*Title:* Township/Road District Clerk

**EXHIBIT "A"**  
**CURRENT AVAILABLE RESOURCES AND TRACKING FORM**

**A. CITY OF WASHINGTON**

1. VacCon Hydro-excavator with operator
2. Aries Camera and Van with operator
3. Backhoe with operator
4. Skid steer with operator
5. Bucket Truck with operator
6. Dump Truck with operator
7. Pickup/Utility truck
8. Air Curtain Burner with operator
9. Large pavement saw with operator
10. Small concrete/pavement saw
11. Assorted chain saws and hand tools
12. Asphalt Roller
13. Sullair air compressor
14. Salamander heater
15. 3" pump
16. 4" pump
17. 8" Godwin Pump with operator
18. Street Sweeper with operator
19. Portable generators
20. Threading Machine
21. Hydra-Stop
22. Trench Box
23. Paint Machine with operator
24. Road Plate
25. Mowers
26. John Deere Tractor
27. 20 Ton tag trailer
28. Equipment Trailer
29. Utility trailer

**B. WASHINGTON PARK DISTRICT**

1. John Deere 4WD Utility tractor
2. Caterpillar Skid steer
3. Utility trailers
4. Roller machine
5. Mowers
6. Electric indoor man lift
7. Various attachments for tractor and skid utility vehicles (gators)

**C. WASHINGTON TOWNSHIP**

1. Toro Mower
2. Hyd Hose Maker
3. Bonnell Plow (3)



4. Blade Rhino
5. Snow Plow for '98 GMC
6. Henery Dick Loader Wing
7. One Way Plow (2)
8. Woods Pull Behind Mower
9. 420 F II IT Cat Backhoe
10. Power Washer
11. Stihl Chain Saws (4)
12. 2007 Kenworth Dump Truck (Tr#3)
13. Light Lassor
14. Bonnell Snow Plow (4)
15. Speed View
16. Falls Snow Plow (Tr#5)
17. Bonnell Snow Plow (Tr#5)
18. Woods Pull Behind Mower.
19. Welder
20. Bonnell Snow Plow Tr#4 (5)
21. Broom Woods
22. Blade Rhino
23. Seeder Wood
24. Ford Tractor
25. Mower Boom Alamo
26. Asphalt Machine 2013 Falcon
27. Bat Wing Mower Woods
28. Diamond Mower
29. Cat Dump Truck (Tr#2)
30. 05 Peterbilt Dump Truck (Tr#6)
31. 04 Kenworth Dump Truck (Tr#5)
32. 2018 Mack Truck
33. Chevy 1/2 ton
34. 950 M Cat Loader
35. Cat 120 M Motorgrader
36. Bonnell Spreader
37. 6115D John Deere
38. Ford TS 100 Tractor
39. V Plow for Motorgrader
40. Hand Concrete Saw (2)
41. Chevy 1/2 ton
42. Husky Buna Pump
43. 380-Watt Generator
44. Jack Hammer
45. ToolBox & Tools
46. Wissmiller & Evans Snow Wing
47. Wacker
48. Boom Mower
49. Salt Dog
50. Bonnell Spreader for '05 Pete
51. Bonnell Spreader
52. Trail King

- 53. 12-ton Floor Jack
- 54. Mobile Radios (12)
- 55. Bonnell Snow Plow for '98 GMC
- 56. Concrete Saw (3)
- 57. Bonnell Snow Plow for Road Grader (2)
- 58. Disk

## City of Washington

### Labor, Materials and Equipment Tracking Form

*Note - Billing Rate and Total is for information purposes only*

Labor Costs			
Employee Name	# of Hours	Billing Rate	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Labor			\$ -

Material Costs			
Type of Material	Quantity	Unit Cost	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Material			\$ -

Equipment Costs			
Type of Equipment	# of Hours	IDOT Rate	Total
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Equipment			\$ -

Total Cost	\$ -
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