



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to approve the Kane County Fire Chiefs Fire Investigation Task Force Memorandum of Understanding and Authorization of the Mayor and City Clerk to Execute Same

Presenter: Fire Chief Joseph Schelstreet

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services	11.23.15
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council	

Estimated Cost:	\$0	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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If NO, please explain how item will be funded:

**Executive Summary:**

The Fire Department is a member of the Kane County Fire Chiefs Fire Investigation Task Force. Through the adoption of the Memorandum of Understanding (MOU), member departments are able to request assistance in the form of certified fire investigators when an agency is stricken with an event of significant size or complexity. All of this assistance is provided free of charge. All participating agencies must adopt the MOU and confirm that they are willing to provide the investigators and will not expect reimbursement for their services when called out.

**Attachments:** *(please list)*

Kane County Fire Chiefs Fire Investigation Task Force Memorandum of Understanding

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve the Kane County Fire Chiefs Fire Investigation Task Force Memorandum of Understanding and Authorization of the Mayor and City Clerk to execute same.

*For office use only:* Agenda Item Number: 5.a

Kane County Fire Chiefs  
Fire Investigation Task Force  
Memorandum of Understanding

This agreement is made and entered into on the date set forth next to the authorized signature of the respective parties, by and between the Kane County Fire Chiefs (hereafter "KFCs") and the Units of Local Government subscribed hereto (hereafter "Units"), which have approved this agreement and adopted same as provided by law.

**WHEREAS**, the Parties to this agreement recognize the most effective means to investigate fires, and preserve the evidence necessary to prosecute responsible individuals, is to coordinate law enforcement efforts across jurisdictional boundaries, and to jointly exercise their authority as the Kane County Fire Investigation Task Force (hereafter "KCFITF"), as administered and overseen by the KFCs; and

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual training of fire investigators, performance of fire investigations, preservation of evidence, and prosecution of responsible individuals; and,

**WHEREAS**, the KFC is an Illinois not-for-profit corporation, in good standing, incorporated and governed under the laws of Illinois, which can administer and oversee the KCFITF; and,

**THEREFORE**, in consideration of the foregoing recitals, the Units employees shall have membership in the KCFITF, a fire investigation task force to be administered and overseen by the KFC, as stated in the covenants contained herein, and the Parties hereto agree as follows:

**SECTION ONE – PURPOSE:** The purpose of the KCFITF to provide qualified investigations into the origin of certain fires and preserve evidence for use in criminal prosecution. The KCFITF will provide training to its members. This training will further the purpose of its members.

**SECTION TWO – AUTHORITY:** The participating Units agree that efficiently conducted and documented fire investigation is essential for the preservation of evidence for use in criminal prosecution. The KCFITF is established for the purposes of facilitating investigation and training for the employees of the participating Units.

The KCFITF shall have the authority to implement and carry out the purposes of this Agreement, including the authority to execute all papers, documents, and instruments which may be required or determined to be necessary to accomplish same.

**SECTION THREE – JURISDICTION OVER PERSONNEL AND EQUIPMENT:** Participating Units' personnel shall remain employees of the respective Unit. Each Unit shall be responsible for the payment of any and all compensation owed to their personnel arising out of their participation in the KCFITF and activities authorized under this Agreement, including, but not limited to, wages, overtime, salary, health insurance, disability, damage or destruction of equipment and clothing, and other benefits, as applicable.

Each Unit shall be responsible for the payment of workers' compensation, occupational disease, public employee disability, and other similar benefits, if any, to its personnel, including injuries or illnesses arising out of the activities provided for under this Agreement.

Irrespective of any assertion that any party is a "borrowing employer" or a "loaning employer", within the meaning of the Illinois Worker's Compensation Act (820 ILCS 305) and the Workers' Occupational Diseases Act (820 ILCS 310), the Unit that employs the employee shall be responsible for payment of any workers' compensation or occupational disease benefits, if any, that are owed, as a result of injury or illness arising out of and in the course of the activities provided in furtherance of this agreement.

**SECTION FOUR – TRAINING:** It is the responsibility of the individual investigators to complete, and maintain records, of their training. It shall be the responsibility of the individual investigator and their respective departments to complete all paperwork for recertification. The KCFITF shall provide training attendance records for training sessions held by the Task Force to participant's respective departments.

It shall be mandatory for each investigator to complete the annual Bomb Arson Tracking System (BATS) training provided by the KCFITF and to maintain their login information.

**SECTION FIVE – COMPENSATION FOR AID:** Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recovered from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

**SECTION SIX – INSURANCE:** Each Unit and the KCFCs shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may result from service of its employees and officers which are contemplated by this Agreement. Each Unit and the KCFCs shall bear the cost of its own defense, including attorney's fees.

This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by any one Unit or the KCFCs, with respect to third parties, or to increase the liability of any party beyond that which is imposed by law.

**SECTION SEVEN – INDEMNIFICATION:** Each party requesting or receiving aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the party and its personnel rendering aid and from any and all claims, demands, liability, losses, or suits in law or in equity which are made, provided however, that such claims are not the result of willful and wanton misconduct. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

**SECTION EIGHT – WAIVER OF CLAIMS:** Each Unit agrees and hereby releases and waives all claims against all other Units participating in this Agreement with respect to any loss, damage, personal injury, or death sustained by that Unit, or its employees, as a result of its participation in the activities covered by this Agreement, except to the extent that any such claim alleges gross negligence or willful and wanton misconduct.

**SECTION NINE – TERM:** This agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the KCFCs specifying the date of termination, such notice to be given at least thirty calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery or registered/certified mail.

**SECTION TEN – 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 hereof.

**SECTION ELEVEN – 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 Unit without prior written consent of the parties hereto.

**SECTION TWELVE – 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 THIRTEEN – NOTICES:** All notices hereunder shall be in writing and shall be served personally or by registered or certified mail to the parties at such addresses as may be designated from time to time on the KCFCs mailing lists or, to other such addresses as shall be agreed upon.

**SECTION FOURTEEN – GOVERNING LAW:** This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

**SECTION FIFTEEN – 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. The KCFCs shall maintain a complete set of original counterparts with respect to each party to this Agreement.

**SECTION SIXTEEN – AMENDMENTS:** This Agreement may only be amended by written consent of all the parties hereto.

**SECTION SEVENTEEN – STANDARD OPERATING PROCEDURES:** The KCFITF operates under a set of Standard Operating Procedures (hereafter “SOPs”) that are made available to all participants in the Task Force. These SOPs may be updated and revised as recommended by the Advisory Committee to the KCFCs. Any participating Unit that does not agree with the amendments may, by written notice, immediately terminate its participation in the KCFITF.

**SECTION EIGHTEEN – STRUCTURE & GOVERNANCE:** The KCFITF shall be managed and governed by an Advisory Committee of the KFCs as set forth in the Committee Bylaws.

**SECTION NINETEEN – AUTHORIZED SIGNATORY:** The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this Kane County Fire Chiefs Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Kane County Fire Chiefs Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto, and affirms that he/she has authority to sign on behalf of their Unit.

Political Entity(s): \_\_\_\_\_

President/Mayor: \_\_\_\_\_

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

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