

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2009-048

AN ORDINANCE AUTHORIZING EXECUTION OF THE ILLINOIS PUBLIC  
WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN)

THE 6TH DAY OF OCTOBER 2009

Published in pamphlet form by the  
Authority of the President and Board  
Of Trustees of the Village of Vernon  
Hills, Lake County, Illinois, this 7th  
Day of October 2009

**ORDINANCE NO 2009-048**

**AN ORDINANCE AUTHORIZING  
EXECUTION OF THE  
ILLINOIS PUBLIC WORKS MUTUAL AID  
NETWORK AGREEMENT (IPWMAN)**

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 "*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; 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 Village President and the Board of Trustees, of the Village of Vernon Hills have determined that it is in the best interests of the Village and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the

response to and recovery from any emergency or disaster and the return of the community to as

near normal as quickly as possible.

**NOW, THEREFORE, BE IT ORDAINED** by the Village of the Vernon Hills, Lake County, Illinois as follows:

**SECTION ONE:** That the President and the Board of Trustees be and are hereby authorized to execute an Agreement for participation in the **Illinois Public Works Mutual Aid Network (IPWMAN)**, a copy of said Agreement being attached hereto and being made a part hereof.

**APPROVED** this 6th day of October, 2009, by a roll call vote as follows:

AYES: 4-Koch, Schultz, Schwartz, Hebda

NAYS: 0-None

ABSENT AND NOT VOTING: 2-Marquardt, Williams

  
Roger L. Byrne, Village President

PASSED: 10/06/2009

APPROVED: 10/06/2009

PUBLISHED IN PAMPHLET FORM: 10/07/2009

ATTEST:

  
Linda Pelletier, Village Clerk



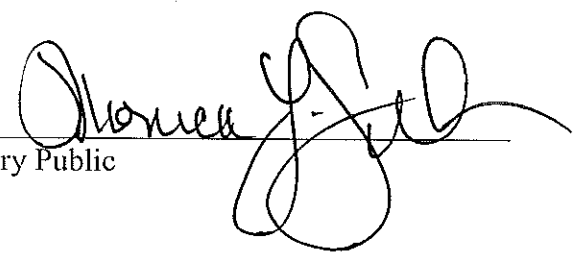
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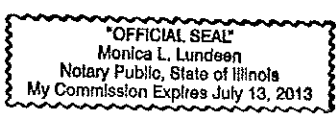
STATE OF ILLINOIS    )  
                                  )  
COUNTY OF LAKE     )

I, LINDA PELLETIER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, SHE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2009-048, AN ORDINANCE AUTHORIZING EXECUTION OF THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN)

  
\_\_\_\_\_  
LINDA PELLETIER, VILLAGE CLERK

SUBSCRIBED AND SWORN to Before  
Me this 21 day of October, 2009

  
\_\_\_\_\_  
Notary Public















## **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 Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

## **SECTION XVII: ADDITIONAL PARTIES**

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

## **SECTION XVIII: 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 Board of Directors who will notify each of the Parties' representatives.

## **SECTION XIX: 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. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors 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 XX: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

## **SECTION XXI: 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 XXII: EFFECTIVE DATE**

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

## **SECTION XXIII: 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 XXIV: 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 XXV: PRIOR IPWMAN AGREEMENTS**

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

## **SECTION XXVI: 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 IPWMAN 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 6<sup>th</sup> day of Oct, 2009

For the Agency

Village of Vernon Hills

By: Roger Byrne  
Roger Byrne, Village President

Attest: Linda Pelletier  
Linda Pelletier, Village Clerk

APPROVED (as to form):

By: Robert C. Kinney  
Robert Kinney, Schain, Burney, Ross, Citron LTD

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this 10 day of December, 2009.

By: Cheryl Isbell  
President of IPWMAN Board of Directors

Attest: Barbara H. Stiehl  
IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009.

# Exhibit A1

## DULY AUTHORIZED REPRESENTATIVE

(List 3 people/agency)

**Agency:** Village of Vernon Hills

**Name:** Edward Laudenslager

**Title:** Director of Public Works

**Office Address:** 490 Greenleaf Drive

**City/State/Zip:** Vernon Hills, IL 60061

**Office Phone:** 847-680-2260

**Cell Phone:** 847-489-4880

**Home Phone:** 847-356-9672

**Office Fax:** 847-367-3728

**Pager:** N/A

**Email:** edl@vhills.org

Check all that apply:

- Water
- Sanitary District
- Township

- Wastewater
- Village/Town/City
- County

## Exhibit A2

**DULY AUTHORIZED REPRESENTATIVE**  
**(List 3 people/agency)**

**Agency:** Village of Vernon Hills

**Name:** Thomas Olkowski

**Title:** Public Works Superintendent

**Office Address:** 490 Greenleaf Drive

**City/State/Zip:** Vernon Hills, IL 60061

**Office Phone:** 847-680-2262

**Cell Phone:** 847-489-4896

**Home Phone:** 847-674-1562

**Office Fax:** 847-367-3728

**Pager:** N/A

**Email:** tomo@vhills.org

Check all that apply:

- |  |   |
|--|---|
| <input type="checkbox"/> Water             | <input type="checkbox"/> Wastewater                   |
| <input type="checkbox"/> Sanitary District | <input checked="" type="checkbox"/> Village/Town/City |
| <input type="checkbox"/> Township          | <input type="checkbox"/> County                       |

Exhibit A3

**DULY AUTHORIZED REPRESENTATIVE**  
**(List 3 people/agency)**

**Agency:** Village of Vernon Hills

**Name:** John Kalmar

**Title:** Assistant Village Manager

**Office Address:** 290 Evergreen Drive

**City/State/Zip:** Vernon Hills, IL 60061

**Office Phone:** 847-918-3550

**Cell Phone:** 847-302-3388

**Home Phone:** 847-234-3882

**Office Fax:** 847-367-0880

**Pager:** N/A

**Email:** johnk@vhills.org

Check all that apply:

- |  |   |
|--|---|
| <input type="checkbox"/> Water                       | <input type="checkbox"/> Wastewater                   |
| <input type="checkbox"/> Sanitary District           | <input checked="" type="checkbox"/> Village/Town/City |
| <input type="checkbox"/> Township Highway Department | <input type="checkbox"/> County Highway Department    |

VEHICLE INVENTORY

ID#	VIN #	Plate #	Make	Model	Year	Description	GVWR	Fuel Type
PW02-08	1FDXF47R98EB75706	M163219	Ford	F450	2008	2-yard Dump	16,000	Diesel
PW03-06	1FTWF31Y46ED64724	M159134	Ford	F350	2006	1-ton pickup	10,700	Gasoline
PW04-09	2FZAAWBS59AAH6898	M163358	Sterling	L8511	2009	5-yard Dump	35,000	Diesel
PW05-08	1FDWF36R58EA56655	M163225	Ford	F350	2008	1-ton Aerial Truck	13,000	Diesel
PW06-00	2FZHDLB2YAB67392	M118716	Sterling	L8511	2000	5-yard Dump	35,000	Diesel
PW07-08	1FTNF21568EA62348	M161028	Ford	F250	2008	3/4-ton pickup	9,000	Gasoline
PW08-07	1GDE5C1297F415667	M163205	GMC	5500	2007	3-yard Dump	19,500	Diesel
PW10-03	1HTMPAFN73H562282	M133736	International	4900	2003	Sweeper	30,000	Diesel
PW11-03	1GBJK34143E114131	M133726	Chevrolet	3500	2003	1-ton utility truck	12,000	Diesel
PW12-99	2FZHDLB1XAA59845	M118717	Sterling	L8511	1999	5-yard Dump	35,000	Diesel
PW13-09	2020002655		Holder	C242	2009	Compact tractor	5,390	Diesel
PW14-08	1FDWF37Y78EE05496	M163334	Ford	F350	2008	1-ton utility truck	13,000	Gasoline
PW15-96	1HTSDAAN9YH318110	M30702	International	4900	1996	Aerial truck	33,000	Diesel
PW16-01	2FZAAWBS01AJ94203	M128454	Sterling	L8511	2001	5-yard Dump	35,000	Diesel
PW17-07	1FDWE35P57DA51706	M161019	Ford	E350	2007	Senior Bus	11,500	Diesel
PW18-08	2FZAAWBS38AZ85271	M163250	Sterling	L8500	2008	5-yard Dump	39,000	Diesel
PW19-01	2FZAAWBS21AJ94204	M128453	Sterling	L8511	2001	5-yard Dump	35,000	Diesel
PW20-04	1FDWF37P24EB58650	M144080	Ford	F350	2004	2-yard Dump	12,500	Diesel
PW21-99	DWTC44H574111	N/A	John Deere	TC44H	1999	Wheel loader		Diesel
PW22-93	TO410DG794385	N/A	John Deere	410-D	1993	Backhoe	18,150	Diesel
PW23-09	A5GP35596	N/A	Bobcat	S300	2009	Skid-steer loader	9,185	Diesel
PW24-99	2020000661	N/A	Holder	C240	1999	Compact tractor	2,755	Diesel
PW25-04	1FDWF37P44EB58651	M144081	Ford	F350	2004	2-yard Dump	12,500	Diesel
PW27-95	1KM01261	N/A	Cat	938F	1995	Wheel loader	28,731	Diesel
PW28-03	1VRU1614931000578	N/A	Vermeer	BC1400	2003	Brush chipper	6,400	Diesel
PW29-01	47SF202T311018292	M092702	Redi-Haul	R20252FE	2001	Trailer	9,990	
PW30-08	47SS121T281023931	M095843	Redi-Haul	ML7470S	2008	Trailer	8,050	
PW32-84	1BK10W929EE211130	M090880	Budd	Storage Trlr.	1984	Semi-trailer		
PW33-92	CE14597	N/A	Chi Pneumatic	CPS185	1992	Air Compressor		Diesel
PW36-73	45973	M090074	Kentucky	Storage Trlr.	1973	Semi-trailer		
PW38-08	A59Y11454	N/A	Bobcat	2200	2008	4x4 utility cart	1,339	Gasoline
PW39-08	2FZAAWBS58AZ85272	M163249	Sterling	L8500	2008	5-yard Dump	39,000	Diesel
PW40-07	1GBJK33DX7F181151	M163215	Chevrolet	K3500	2007	2-yard Dump		Diesel
PW41-09	JTDKB20U493526872	M175247	Toyota	Prius	2009	Loaner Car	3,795	Gas/Elect Hybrid
PW43-00	1GTGK24R3YR208488	M122951	GMC	K2500	2000	Mechanics 3/4-ton pickup	8,600	Gasoline
PW45-97	47SF252T1V1013191	M87584	Redi-Haul	Trailer	1997	Trailer	25,000	
PW46-04	1WC200D1641105439	M093783	Wells-Cargo	Trailer	2004	Trailer	2,990	
PW47-08	1FDXF47R68EE30733	M163386	Ford	F450	2008	2-yard Dump	16,000	Diesel
PW48-98	1WC200J23W1083657	M091201	Wells-Cargo	Trailer	1998	Trailer	7,700	
PW49-00	2FZHDLB4YAB67393	M118718	Sterling	L8511	2000	5-yard Dump	35,000	Diesel
PW50-99	1HTSDAANXXH222444	M115098	International	4900	1999	Tree trimming truck	33,000	Diesel
PW51-02	1GTHK24UX2E252771	M128475	GMC	2500	2002	3/4-ton pickup	9,200	Gasoline
PW52-00	1GBJK34F9Y445316	M128408	Chevrolet	K3500	2000	2-yard Dump	12,000	Diesel
PW53-01	2FMDA50401BB70739	M128409	Ford	Windstar	2001	Minivan	5,420	Gasoline