

**PANDEMIC/DISASTER RECIPROCAL AGREEMENT  
BETWEEN MEMBERS OF THE  
ALLIANCE OF ILLINOIS CEMETERIANS**

This Reciprocal Mutual Aid Agreement (“Agreement”) is entered into by and between individual cemeteries and businesses that are members of the Alliance of Illinois Cemeterians (“AIC”) set forth on the execution pages hereto, including all counterparts, as of the date this Agreement is executed by an authorized signatory of each such party.

**WHEREAS**, recent events have prompted the desire to strengthen the preparedness of individual cemeteries that are members of the Alliance of Illinois Cemeterians; and,

**WHEREAS**, the strength of individual cemeteries resides primarily in the capacities and responsiveness of the cooperative efforts of all AIC current member cemeteries and businesses; and,

**WHEREAS**, in an emergency, AIC participating cemeteries may require the availability of assistance from other AIC participating cemeteries and businesses; and,

**WHEREAS**, AIC participating cemeteries wish to prepare for potential emergencies which may require that they provide aid and assistance to other AIC participating cemeteries or that they request aid and assistance from other AIC participating cemeteries and businesses; and,

**WHEREAS**, the objective of preparing for these emergencies can be furthered by the establishment of an association-wide mutual aid and assistance system between and among the current members of the Alliance of Illinois Cemeterians, consistent with the plans and programs set forth by this association; and,

**WHEREAS**, to accomplish this objective, the parties to this Agreement wish to establish a group which shall be referred to as the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC**, the membership in which shall be achieved by any current members of the Alliance of Illinois Cemeterians which elects to participate as a party to this Mutual Aid Agreement as provided for herein; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Mutual Aid Agreement to promote the availability of benefits of mutual aid and assistance in providing current member cemeteries with resources including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form and participate in the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** and to adopt procedures for communications, exercises, training and other necessary functions consistent with the plans and programs of the Alliance of Illinois Cemeterians, in order to further the objective of providing mutual aid and assistance to participating members in an emergency;

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

## **SECTION ONE**

### **Purpose**

It is recognized and acknowledged that in certain potential situations, the provision of assistance consisting of personnel, equipment, supplies and/or services by an AIC participating member outside the boundaries of its cemetery limits in order to assist another AIC participating cemetery is desirable and necessary to preserve and protect the health, safety and welfare of families served by the AIC participating member. These potential situations include, but are not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other emergencies that possess the high probability of death, thus the need for burial or proper disposition of human remains. The promotion and coordination of such assistance through the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** to be established through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

## **SECTION TWO**

### **Definitions**

For the purpose of this Mutual Aid Agreement, the following terms shall be defined as follows:

- A. **“PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC”**: An association of member cemeteries whereby aid and assistance is authorized to be provided to a Stricken Member Entity by the Aiding Member Entity(ies) in accordance with the terms of this Agreement.
- B. **“Member Entity”**: A participating member cemetery, including but not limited to a cemetery, funeral home, business or other entity which participates in the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** and has been appropriately authorized by its governing body to enter into this Agreement.
- C. **“Stricken Member Entity”**: A Member Entity which requests aid and assistance pursuant to this Agreement.
- D. **“Aiding Member Entity”**: A Member Entity which furnishes equipment, personnel, supplies and/or services upon the request of a Stricken Member Entity pursuant to this Agreement in the event of an emergency.
- E. **"Emergency"**: An occurrence or condition in a Member Entity's cemetery which results or potentially results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Member Entity and such that the Member Entity determines the necessity and advisability of requesting aid and

assistance, including but not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents, or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other emergencies that possess the high probability of death, thus causing the need for burial or the proper disposition of human remains.

- F. “Board of Directors”: The governing board of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC**, the composition of which is provided in Section Sixteen herein.
- G. Owner/operator: The owner, operator, manager, sexton or designee of the participating cemetery who is in charge of the Member Entity.

### **SECTION THREE** **Authority and Action to Effect Aid and Assistance**

- A. Authority of Owner/operator. Each party, consisting of the governing body of a Member Entity hereby authorizes and directs the participating cemetery to determine when it is appropriate to render and/or request aid and assistance from the other Member Entities in the event of an Emergency as provided in this Agreement and to take necessary action in furtherance of said determination. The aid and assistance rendered may consist of available personnel, equipment, supplies and/or services, to the extent such aid is not required for adequate operation of the cemetery of the Aiding Member Entity. The judgment of the owner/operator of the Aiding Member Entity shall be final as to the personnel, equipment, supplies and/or services to be provided pursuant to this Agreement.
- B. Requests for Aid and Assistance. Whenever an emergency is or potentially may become of such magnitude and consequence that the owner/operator of the participating cemetery determines that it is advisable to request aid and assistance pursuant to this Mutual Aid Agreement, he/she shall notify the Aiding Member Entity(ies) of the nature and location of the emergency and the type and amount of personnel, equipment, supplies and/or services requested from the Aiding Member Entity(ies). The Alliance of Illinois Cemeterians Board of Directors simultaneously shall be notified of the existence of the emergency and the aid being requested.
- C. The Member Entities hereby authorize the Board of Directors of the Alliance of Illinois Cemeterians to serve as the Board of Directors of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC**.
- D. The Owner/operator of the Aiding Member Entity(ies) shall take the following action immediately upon being requested for aid and assistance under this Agreement:
  - 1. Determine what personnel, equipment, supplies, and/or services are being requested by the Stricken Member Entity;

2. Determine if the requested personnel, equipment, supplies, and/or services can be committed by the Aiding Member Entity in response to the request from the Stricken Member Entity;
3. Dispatch immediately the requested personnel, equipment, supplies, and/or services, to the extent available, to the location of the emergency reported by the Stricken Member Entity in accordance with the procedures established by the AIC.
4. Notify the Stricken Member Entity immediately if any or all of the requested personnel, equipment, supplies, and/or services cannot be provided as previously committed.

#### **SECTION FOUR** **Personnel and Equipment**

Aiding Member Entity Personnel dispatched to aid and assist a Stricken Member Entity pursuant to this Agreement shall remain employees of the Aiding Member Entity. Aiding Member Entity Personnel rendering aid and assistance shall report for direction and assignment at the scene of the emergency to the owner/operator of the Stricken Member Entity or his/her designee. The Aiding Member Entity rendering aid and assistance shall at all times have the right to withdraw any and all aid and assistance upon the order of its owner/operator or his/her designee; provided, however, that the Aiding Member Entity withdrawing such aid and assistance shall immediately notify the owner/operator of the Stricken Member Entity or his/her designee of the withdrawal of such aid and assistance and the extent of such withdrawal. This information is also to be provided to the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Board of Directors.

Each Member Entity shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Mutual Aid Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Member Entity shall be responsible for the payment of workers' compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable 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 Workers' Compensation Act (820 ILCS 305) and the Workers' Occupational Diseases Acts (820 ILCS 310), the party which directly employs personnel shall be responsible for payment of any workers' compensation or occupational disease benefits, if any are owed, as a result of illness or injury arising out of and in the course of the activities provided for under this Mutual Aid Agreement.

#### **SECTION FIVE** **Compensation for Aid and Assistance**

Any resources, including but not limited to, personnel, equipment, supplies, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Member

Entity requesting aid and assistance; however, any expenses recoverable from third parties shall be equitably distributed, as determined by the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Board of Directors, among the Member Entities supplying the aid and assistance. Nothing herein shall operate to bar any recovery of funds from any local, state or federal agency under any existing statute or other compensation mechanism.

## **SECTION SIX**

### **Insurance**

Each **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Member Entity 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 reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Mutual Aid Agreement. Each **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Member Entity shall bear the cost of its own defense. This Mutual Aid Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Member Entity with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

## **SECTION SEVEN**

### **Waiver of Claims**

Each **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Member Entity agrees and hereby releases and waives all claims against all other Member Entities participating in this Mutual Aid Agreement with respect to any loss, damage, personal injury, or death sustained by that Member Entity, its employees, or third parties as a result of its participation in the activities covered by this Mutual Aid Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by a **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Member Entity participating in this Mutual Aid Agreement.

## **SECTION EIGHT**

### **Non-Liability for Failure to Render Aid**

The rendering of aid and assistance under the terms of this Mutual Aid Agreement shall be voluntary. While each Aiding Member Entity agrees to use its best efforts to immediately notify the Stricken Member Entity of the Aiding Member Entity's inability to render aid and assistance; no party shall be liable for failure to immediately notify the Stricken Member Entity of such inability to respond.

Notwithstanding any other provision of this agreement, no liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by a Member Entity or its duly authorized agents and personnel, for a decision not to render aid and assistance, nor shall there be any liability of a Member Entity for withdrawal of aid and assistance once provided pursuant to the terms of this Mutual Aid Agreement.

**SECTION NINE**  
**Term and Termination**

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

Any Member Entity participating herein may terminate its participation in this Agreement which termination shall constitute termination of the Member Entity's participation in the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC**, at any time, provided that the Member Entity wishing to terminate its participation shall give written notice to the Board of Directors specifying the date of termination, such notice to be given at least sixty (60) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given in the manner provided in **SECTION THIRTEEN** hereunder. In the event any Member Entity terminates its participation in this Agreement, this Agreement shall remain in full force and effect as between all other Member Entities who are signatories hereto.

**SECTION TEN**  
**Effectiveness**

This Mutual Aid Agreement shall be in full force and effective to each Member Entity upon execution on behalf of such Member Entity in the manner provided by law.

**SECTION ELEVEN**  
**Binding Effect**

This Mutual Aid Agreement is not assignable or transferable.

**SECTION TWELVE**  
**Validity**

The invalidity of any provision of this Mutual Aid Agreement shall not render invalid any other provision. If, for any reason, any provision of this Mutual Aid Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provisions of this Mutual Aid Agreement shall survive and shall remain in force and effect.

**SECTION THIRTEEN**  
**Notices**

All notices hereunder shall be in writing and shall be served personally or by registered mail or certified mail to the parties at their official places of business, with a copy sent to such addresses as may be designated from time to time on the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Member Entity Roster.

**SECTION FOURTEEN**  
**Governing Law**

This Mutual Aid Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

**SECTION FIFTEEN**  
**Execution in Counterparts**

This Mutual Aid 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 secretary of the Board of Directors of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** shall maintain a complete set of original counterparts with respect to each party to this Agreement.

**SECTION SIXTEEN**  
**Board of Directors of the PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC**

The Board of Directors is hereby established for the purpose of facilitating requests for assistance, gathering and analyzing data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests, and performing all duties set out in this Mutual Aid Agreement. To facilitate the implementation of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC**, the Board of Directors may adopt bylaws, policies and procedures regarding any matters deemed necessary by the Member Entities.

The Board of Directors of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** shall be composed of any and all current board members of the AIC.

The President, Vice-President, Secretary and Treasurer of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Board of Directors shall be the same elected officers of the AIC and shall serve without compensation. The President, Vice-President, Secretary and Treasurer and other officers as are provided for in the bylaws shall coordinate the activities of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC**.

**SECTION SEVENTEEN**  
**Duties of the Board of Directors**

The Board of Directors shall perform those duties as stated in this Mutual Aid Agreement, adopt the bylaws, policies and procedures of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC**, for the purpose of governing the conduct of its own meetings and administrative functions and other relevant matters pertinent to the facilitation and operation of this Mutual Aid Agreement as it deems necessary. The Board of Directors role shall be advisory only and no determination of the Board of Directors shall be binding upon any party unless that party has agreed to be bound by such determination in the manner provided by law.

**SECTION EIGHTEEN**  
**Amendments**

This Mutual Aid Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of the bylaws, policies and procedures of the **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** as adopted by the Board of Directors.

**SECTION NINETEEN**  
**Authorized Signatory**

The undersigned, \_\_\_\_\_ of the party on executing below, affirms that he or she has authority to sign on behalf of the **Member Entity** and that as the governing body of the **Member Entity**, \_\_\_\_\_, and the **Member Entity**, hereby agrees to be bound by the terms of this Mutual Aid Agreement provided herein.

This Signatory below certifies that this **PANDEMIC/DISASTER RECIPROCAL AID GROUP OF THE AIC** Mutual Aid Agreement has been adopted and approved by member governing bodies, ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
Owner/operator

\_\_\_\_\_  
Member Entity/cemetery

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Mayor, Chairman or  
other Chief Executive Officer  
(if applicable)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date