



AGENDA ITEM # 11A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

October 14, 2019

Item Title: DuPage County Mutual Aid Intergovernmental Agreement

Staff Contact: Daniel Anderson, Fire Chief

VILLAGE BOARD ACTION

Adopt a resolution approving an Intergovernmental Agreement (IGA) between the County of DuPage and the Village of Roselle.

Executive Summary:

DuPage County recently approved a template IGA that allows local government entities to enter into a mutual aid arrangement. The purpose of this mutual aid agreement is to have in place a mechanism for a multitude of potential resources in the event of a disaster or large-scale emergency.

Public safety agencies already have a number of mechanisms in place to allow for immediate, short, and extended assistance in the form of MABAS (Fire) and ILEAS (Police). There is also a Public Works mutual aid system as well but less frequently utilized. These mutual aid arrangements have a mechanism in place for responses to both emergencies and planned events, as well as reimbursement for services provided when applicable.

In the event of a disaster, the initial responses are typically public safety related. However, shortly thereafter, there a number of disaster control and recovery efforts that need to be implemented such as debris management. Debris management could require numerous trades, heavy equipment, hauling, etc.

In order to secure these types of services, agencies would potentially need to secure contracts for services with private contractors. Securing these services could take some time, and depending on established rules, may require local government legislative action to be taken. The proposed IGA allows the Village to utilize resources available from the County or other agencies immediately. The IGA provides for the Village to be a recipient of the mutual aid, but also to be able to provide aid to another stricken entity.

The IGA also provides a mechanism for reimbursement where applicable such as a FEMA Disaster Declaration where federal funds become available. The IGA provides

the ability for agencies who provide aid to submit for reimbursement from the stricken agency. Without a pre-arranged mutual aid agreement with specific criteria in place, reimbursement becomes extremely difficult or impossible to obtain. The proposed IGA includes the necessary reimbursement language to provide for reimbursement where applicable.

Implications:

Is this item budgeted? NA

Any other implications to be considered? Yes, the Village Administrator has reviewed the IGA with the DuPage Mayors and Managers Conference. Some municipalities in the conference have already approved the IGA while others will be approving in the future.

Attachments:

Resolution

Intergovernmental Agreement

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF ROSELLE**

WHEREAS, the County of DuPage, Illinois and Village of Roselle are public agencies within the meaning of the Illinois “Intergovernmental Act” and as authorized by Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the purpose of the “Intergovernmental Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, the County of DuPage has proposed an Intergovernmental Agreement to provide for a Mutual Aid Agreement as defined in that Intergovernmental Agreement (hereinafter “Agreement”); and

WHEREAS, the Village of Roselle is a “Public Entity” as defined in the Agreement; and

WHEREAS, the Corporate Authorities of the Village of Roselle have concluded that entering into the Intergovernmental Agreement to provide greater cost coverage for the Village through enhanced rates for services provided by the Village is in the best interest of the public, health, safety and welfare of the Village of Roselle.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Roselle, an Illinois Municipal Corporation, DuPage and Cook Counties, Illinois, that:

- a. The Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest to that Intergovernmental Agreement between the County of DuPage and the Village of Roselle attached hereto and incorporated herein as if fully set forth as GROUP EXHIBIT 1.
- b. That the Mayor of the Village of Roselle or his designee is hereby authorized to undertake any and all acts necessary to effectuate the terms and the conditions of the Intergovernmental Agreement.

ADOPTED this _____ day of _____, 2019

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor, Village of Roselle

Patricia Burns, Village Clerk

**MUTUAL AID AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND (*MUNICIPALITY*)**

THIS MUTUAL AID AGREEMENT (“AGREEMENT”) is hereby made and entered into by and between the COUNTY OF DU PAGE (hereinafter referred to as “COUNTY”), and _____ (herein referred to as “PUBLIC ENTITY”).

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act provides that public agencies “may contract or otherwise associate among themselves ... to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance;” and

WHEREAS, the Illinois Emergency Management Act (20 ILCS 3305/13) authorizes the Emergency Management Coordinator of a political subdivision to develop mutual aid agreements between counties, other public agencies, cities, political subdivisions, or taxing districts of the State for reciprocal disaster response and recovery assistance; and

WHEREAS, in case of an emergency or disaster arising within the jurisdictional territories of a party hereto, it is often desirable and necessary to require additional equipment and personnel, beyond that which each individual party is able to furnish from its own resources, to combat such an emergency or disaster; and

WHEREAS, significant situations may occur that would overwhelm the response capabilities of the COUNTY or other public agencies, cities, political subdivisions, or taxing districts and in such situations the provision of mutual aid would be in the best interests of the citizens of the County;

WHEREAS, the parties hereto recognize that such an emergency or disaster is likely to rise and desire to agree in advance to a system of mutual aid and assistance to meet such situation, and at the same time to allocate risk and responsibility among themselves; and

NOW THEREFORE, in consideration of the foregoing recitals and mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1 - DEFINITIONS

- a. For purposes of this AGREEMENT the following definitions shall apply:
 - i. Coordinator – the staff assistant to the principal executive officer of a political subdivision with the duty of coordinating the emergency management programs of that political subdivision. 20 ILCS 3305/4. The coordinator of the COUNTY is the Director of the Office of Homeland Security and Emergency Management.

- ii. Disaster - an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, windstorm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, public health emergencies, or acts of domestic terrorism. 20 ILCS 3305/4.
- iii. Emergency – an occasion or instance for which local assistance is needed to save lives and to protect property and public health and safety, or to lessen or avert the threat of a disaster.
- iv. Mutual aid – assistance given between parties for reciprocal disaster response and recovery assistance in case a disaster is too great to be dealt with unassisted.
- v. Public health emergency - "Public health emergency" means an occurrence or imminent threat of an illness or health condition that:
 - (a) is believed to be caused by any of the following:
 - (i) bioterrorism;
 - (ii) the appearance of a novel or previously controlled or eradicated infectious agent or biological toxin;
 - (iii) a natural disaster;
 - (iv) a chemical attack or accidental release; or
 - (v) a nuclear attack or accident; and
 - (b) poses a high probability of any of the following harms:
 - (i) a large number of deaths in the affected population;
 - (ii) a large number of serious or long-term disabilities in the affected population; or
 - (iii) widespread exposure to an infectious or toxic agent that poses a significant risk of substantial future harm to a large number of people in the affected population.
- vi. Requesting party – the party, its agents, employees, volunteers, officers, representatives, and servants which request or require additional equipment and personnel to combat an emergency or disaster within its jurisdictional limits.

- vii. Resources / Equipment – Personnel and major items of equipment supplies, and facilities available for assignments to incident operations and for which status is maintained.
- viii. Responding party – the party, its agents, employees, volunteers, officers, representatives, and servants from whom aid or assistance is requested.
- ix. Volunteers - Any individual accepted to perform services by an agency, which has authority to accept volunteer services when the individual performs services without promise, expectation, or receipt of compensation for services performed.

Section 2 - SCOPE

- a. The requesting or rendering of aid under the terms of this AGREEMENT, shall be authorized pursuant to one or any of the following scenarios:
 - i. Upon the declaration of a local emergency or disaster by the requesting party, as authorized under the Illinois Emergency Management Act (20 ILCS 3305/11). A local disaster may be declared only by the principal executive officer of a political subdivision, or his or her interim emergency successor, as provided in Section 7 of the "Emergency Interim Executive Succession Act". It shall not be continued or renewed for a period in excess of 7 days except by or with the consent of the governing board of the political subdivision. Any order or proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the county clerk, township clerk, or the municipal clerk, as the case may be, in the area to which it applies. The effect of a declaration of a local disaster is to activate the emergency operations plan of that political subdivision and to authorize the furnishing of aid and assistance thereunder; or
 - ii. An emergency situation that overwhelms the emergency response capabilities of the requesting party to the extent that the requesting party seeks mutual aid from the responding party. Mutual aid rendered to respond to an emergency under this scenario is: in the best interests of the constituents of the requesting party; in the best interests of all persons located in the COUNTY; consistent with the power or powers which may be exercised by the COUNTY or PUBLIC ENTITY to respond to emergencies and thus may be exercised jointly pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/3; or
 - iii. Allows the County to coordinate mutual aid in Illinois between counties, other public agencies, municipalities, political subdivisions, or taxing districts.

- b. Each party hereto authorizes its Coordinator, or the Coordinator's designee, acting on behalf of the party, to request mutual aid from the other party, or render mutual aid to the other party as further defined in "Attachment A" to the extent that available personnel and equipment are not required for adequate protection of the responding party and to the extent permitted by law.
- c. In the event of an emergency or disaster within its jurisdictional territory, the requesting party shall request assistance as further defined in "Attachment A" under this AGREEMENT by notifying Coordinator, or the Coordinator's designee of the responding party as to the nature and location of the incident and the type and quantity of equipment and personnel needed and to the extent permitted by law.
- d. Nothing contained herein shall be construed to impose a duty on a party, its agents, employees, volunteers, officers, representatives, and servants to provide equipment or personnel to a requesting party under the terms of this AGREEMENT, and no liability shall attach for a failure to do so. In addition, once equipment and personnel have been provided, no liability shall attach for withdrawing such equipment or personnel.
- e. The rendering of mutual aid shall be consistent with the State Emergency Operations Plan and State emergency management program, pursuant to 20 ILCS 3305/13.

Section 3 - TERMS

- a. This AGREEMENT shall become effective upon the approval of both parties. Either party may choose to opt out of this AGREEMENT by providing a thirty (30) day written notice to all parties stating their intent to opt out. All notices shall be sent to the undersigned parties by certified mail, return receipt requested. Notwithstanding the foregoing, the parties may agree to amend this AGREEMENT to provide additional conditions or services that are mutually advantageous to both parties without terminating the AGREEMENT.

Section 4 – PRIOR AGREEMENTS

- a. Any prior agreements between the PUBLIC ENTITY and the COUNTY, by and through the COUNTY's Office of Homeland Security and Emergency Management, for mutual aid, resource sharing, continuity of operations, or similar services are hereby repealed and replaced by this AGREEMENT.
- b. This AGREEMENT does not affect and does not repeal any agreements where the PUBLIC ENTITY and the DuPage Sheriff's Office, the DuPage County Coroner, or the DuPage County State's Attorney is a party.
- c. This AGREEMENT does not affect and does not repeal any agreements where the PUBLIC ENTITY and the COUNTY by and through its Department of Transportation for the purpose of sharing public works resources.

- d. This AGREEMENT does not affect and does not repeal any agreements where the PUBLIC ENTITY and the COUNTY are part of a statewide agreement for the purpose of sharing public works resources.

Section 5 - MODIFICATIONS

- a. Provided rationale and reasonable notice to the other party, either the PUBLIC ENTITY or the COUNTY may modify the services provided in "Attachment A". Such modifications must be in writing and agreed to by both parties.

Section 6 - ASSIGNMENT

- a. This AGREEMENT shall not be assigned.

Section 7 - CONTROL OF PERSONNEL AND EQUIPMENT

- a. The agents, employees, volunteers, officers, representatives, and servants of a responding party shall be deemed at all times during the emergency or disaster to be agents, employees, volunteers, officers, representatives, and servants of the responding party's governmental entity, and shall be considered as acting in the course of their employment or relationship with the responding party's governmental entity.
- b. The agents, employees, volunteers, officers, representatives, and servants of a requesting party shall be deemed at all times during the emergency or disaster to be agents, employees, volunteers, officers, representatives, and servants of the requesting party's governmental entity, and shall be considered as acting in the course of their employment or relationship with the requesting party's governmental entity.
- c. Equipment and personnel of a responding party, functioning at the site of the emergency or disaster shall be under the sole control and direction of the responding party. The responding party shall designate a representative to exercise that control and direction including the absolute discretionary right to remove such equipment and personnel from the emergency or disaster site at any time, but shall not so withdraw the aid without first orally notifying the requesting party.
- d. Equipment and personnel of a requesting party, functioning at the site of the emergency or disaster shall be under the sole control and direction of the requesting party. The requesting party shall designate a representative to exercise that control and direction including the absolute discretionary right to remove such equipment and personnel from the emergency or disaster site at any time, but shall not so withdraw the aid without first orally notifying the responding party.

Section 8 - DAMAGE TO PROPERTY

- a. If the COUNTY utilizes PUBLIC ENTITY property because the COUNTY cannot use COUNTY property, under the terms of "Attachment A", and the COUNTY causes damage to PUBLIC ENTITY property, the COUNTY agrees to reimburse the PUBLIC ENTITY for the verified actual costs incurred by the PUBLIC ENTITY to repair any damage to PUBLIC ENTITY property which may result from the actions of COUNTY employees. The COUNTY shall have no liability for damage caused by members of the public who may be present for COUNTY business on PUBLIC ENTITY property. However, the COUNTY shall not be liable for damage to PUBLIC ENTITY property caused by the COUNTY if the COUNTY is the responding party to a request for aid by the PUBLIC ENTITY, unless the damage is the result of gross negligence or willful misconduct by the COUNTY. No party waives protections under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*)
- b. If the PUBLIC ENTITY utilizes COUNTY property because the PUBLIC ENTITY cannot use PUBLIC ENTITY property, under the terms of "Attachment A", and the PUBLIC ENTITY causes damage to COUNTY property, the PUBLIC ENTITY agrees to reimburse the COUNTY for the verified actual costs incurred by the COUNTY to repair any damage to COUNTY property which may result from the actions of PUBLIC ENTITY employees. The PUBLIC ENTITY shall have no liability for damage caused by members of the public who may be present for PUBLIC ENTITY business on COUNTY property. However, the PUBLIC ENTITY shall not be liable for damage to COUNTY property caused by the PUBLIC ENTITY if the PUBLIC ENTITY is the responding party to a request for aid by the COUNTY, unless the damage is the result of gross negligence or willful misconduct by the COUNTY. No party waives protections under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*)
- c. Any payment that may arise from this AGREEMENT shall be paid pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

Section 9 - COMPENSATION

- a. Equipment, personnel, and/or services provided pursuant to this AGREEMENT shall be provided at no charge unless stated otherwise in "Attachment A". Nothing contained herein shall prohibit a PUBLIC ENTITY or the COUNTY from seeking reimbursement or defrayment of any expenses it may have incurred in responding to this AGREEMENT from other sources. The COUNTY agrees to cooperate with any effort to seek reimbursement or defrayment of expenses on the part of the PUBLIC ENTITY. Day to day mutual aid should remain free of charge as the administrative requirements of reimbursement make it unfeasible to normally charge for day-to-day mutual aid.
- b. Both the PUBLIC ENTITY and the COUNTY are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this AGREEMENT

- c. The fee structure for equipment and personnel shall be based on FEMA rate schedules. Where FEMA schedules do not include specific equipment/apparatus, a market rate for reimbursement shall be established. Where money is recovered from State/Federal agencies (Public Assistance), that money will be paid out according to amounts invoiced by the aiding municipalities.
- d. Where Public Assistance is received, but not for the entire amount submitted by the stricken organization, the stricken organization will make every reasonable effort to reimburse aiding municipalities as close as possible to the invoiced amount.
- e. Aiding municipalities must invoice the stricken municipality within thirty (30) days after completion of the emergency **or in accordance with applicable reimbursement requirements**. Once thirty (30) days has passed, the aid shall be considered to be a donation of service.
- f. In the event that use by the COUNTY occasions the loss to the PUBLIC ENTITY of revenue from previously scheduled third-party rentals, the COUNTY shall reimburse the PUBLIC ENTITY for the net amount which the PUBLIC ENTITY would otherwise have realized.
- g. In the event that use by the PUBLIC ENTITY occasions the loss to the COUNTY of revenue from previously scheduled third-party rentals, the PUBLIC ENTITY shall reimburse the COUNTY for the net amount which the COUNTY would otherwise have realized.
- h. Any payment that may arise from this AGREEMENT shall be paid pursuant to the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

Section 10 - INDEMNIFICATION AND LIABILITY

- a. Nothing contained herein shall be construed to create a right claim or cause of action on behalf of any person not a party to this AGREEMENT. Each party hereto agrees to waive all claims against the other party hereto for claims that may include but are not limited to loss, damage, personal injury or death occurring in consequence of the performance of this mutual aid agreement, provided, however, that such claim is not the result of gross negligence or willful misconduct by a party hereto or its personnel.
- b. The COUNTY shall not indemnify the PUBLIC ENTITY. The PUBLIC ENTITY shall not indemnify the COUNTY.

- c. All employee benefits, wage and disability payments, pension, workers' compensation claims, damage to, or destruction of equipment or clothing, and medical expense of the party rendering aid shall be the sole and exclusive responsibility of the party rendering aid.
- d. All employee benefits, wage and disability payments, pension, workers' compensation claims, damage to, or destruction of equipment or clothing, and medical expense of the party requesting aid shall be the sole and exclusive responsibility of the party requesting aid.
- e. No party waives protections under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*)

Section 11 - NOTICE

- a. Any notice required under this AGREEMENT shall be sent to the following addresses:

To the COUNTY:

County of DuPage
 421 North County Farm Road
 Wheaton, Illinois 60187
 Attention: Director of Office of Homeland Security and Emergency Management

To the PUBLIC ENTITY:

City/Village of
 Address
 Address
 Attention: (CAO) _____

Section 12 - VOLUNTEERS

- a. The provisions of the Illinois Emergency Management Act that apply to volunteers, 20 ILCS 3305/10(k), are incorporated herein, if applicable.

Section 13 - EFFECTIVE DATE

- a. The PUBLIC ENTITY shall approve this AGREEMENT, including any attachments, in a manner consistent with the Illinois Emergency Management Act and any applicable governing statutes of the PUBLIC ENTITY.
- b. The Director of the COUNTY'S Office of Homeland Security and Emergency Management is hereby authorized to execute this AGREEMENT on behalf of the COUNTY because it

is consistent with the Model Mutual Aid Agreement, approved by the COUNTY in Resolution _____ on _____.

- c. This AGREEMENT shall become effective when approved by the Chairman of the County Board of DuPage County.

Executed on behalf of the COUNTY on _____;

Name:
Director, DuPage County Office Homeland
Security and Emergency Management

Approved on behalf of the PUBLIC ENTITY on _____;

Name:
Title:

Attest:

Name:
Title:

Effective, and approved on _____ in Wheaton, Illinois.

Daniel J. Cronin
Chairman, DuPage County Board

Attest:

Jean Kaczmarek
Clerk, DuPage County

**MUTUAL AID AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND (MUNICIPALITY)**

APPENDIX A

Appendix are to be completed at the discretion of the Municipality