

RESOLUTION NO. 2007-11-028R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY COORDINATION**

WHEREAS, the City of Urbana is a home rule municipality with a population in excess of 25,000 people; and

WHEREAS, it is vital for the health, safety, and welfare of the citizens of Urbana to coordinate with other governmental entities to develop unified policies for operational responses to potential threats public safety; and

WHEREAS, it is also that the City of Urbana to coordinate its emergency response plans with those plans of neighboring governmental jurisdictions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. The Intergovernmental Agreement entitled:

"Intergovernmental Agreement-Regional Emergency Coordination" is hereby approved and the Mayor is authorized to execute the Agreement.

PASSED by the City Council this _____ day of _____,
_____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____,
_____.

Laurel Lunt Prussing, Mayor

INTERGOVERNMENTAL AGREEMENT

REGIONAL EMERGENCY COORDINATION CHAMPAIGN COUNTY, ILLINOIS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes intergovernmental cooperation in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any power or powers, privileges, functions, or authority exercised by a public agency of the state may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the state; and

WHEREAS, the Illinois Emergency Management Act, 20 ILCS 3305/13, authorizes mutual aid agreements and encourages mutual aid agreements; and

WHEREAS, Homeland Security Presidential Directive 5, "Management of Domestic Incidents" requires that local jurisdictions adopt the National Incident Management System (NIMS) to access federal preparedness funding; and

WHEREAS, the NIMS document and requirements provide for the creation of Multiagency Coordination Systems (MACS) with responsibility for supporting incident management policies and priorities, facilitating logistics support and resource tracking, informing resource allocation decisions using incident management priorities, coordinating incident related information, and coordinating interagency and intergovernmental issues regarding incident management policies, priorities, and strategies; and

WHEREAS, the State of Illinois NIMS Implementation Plan dated August 12, 2005, provides for the development of multiagency coordination entities; and

WHEREAS, mutual aid agreements addressing operational issues serve a vital part in responding to occurrences that impact multiple jurisdictions or that are beyond the ability of any one community to control.

NOW, THEREFORE, the Parties to the Agreement agree as follows:

SECTION I

Purpose and Commitment

1.1 The purpose of this Agreement is to involve policy-making officials of the Parties in a coordinated undertaking to identify important underlying policy issues and, to the extent practicable, develop unified policies that will facilitate coordinated operational responses when facing potential threats to public safety that traverse jurisdictional boundaries or exceed the ability of any one community to adequately respond given limited manpower, equipment or other resources.

1.2 The Parties to this Agreement agree, to the extent possible, to coordinate individual emergency plans in accord with this Agreement.

SECTION 2

Definitions

2.1 **Community Emergency Event.** A situation impacting the greater Champaign-Urbana community which has been declared an emergency by the President of the United States, the Governor of the State of Illinois, the Mayor of a party, the Chancellor of the University of Illinois, the Chair of the Champaign County Board, Director of the Champaign-Urbana Public Health District or the President of the Champaign County Board of Health.

2.2 **Emergency.** The imminent threat or actual occurrence of a disaster, civil emergency or utility emergency affecting the residents and inhabitants under the jurisdiction of the Parties.

2.3 **Emergency Operations Plan (EOP).** A written plan describing the organization, mission, and functions of the government and supporting services for responding to and recovering from emergencies, including provisions that account for the needs of individuals, household pets and service animals.

2.4 **Liaison.** A local public safety official designed by the Parties to serve as a liaison for the various operational units of the Parties.

2.5 **Operational Emergency Response personnel.** Police Chiefs, Sheriffs, Fire Chiefs, City and County Emergency Management Director, METCAD Director, Illinois Emergency Management Agency Regional Coordinator and University of Illinois Director of Emergency Planning and other party personnel that provide operational services during Community Emergency Events.

2.6 **Original Parties.** Champaign County, The City of Champaign, The City of Urbana, The Board of Trustees of the University of Illinois, the Champaign-Urbana Public Health District, and the Champaign County Board of Health.

2.7 **Party; Coordination Group.** A signatory to this Agreement, including an Original Party or one that has become a Party by: 1) approval of this Agreement by its governing body, and 2) acceptance by the original Parties. The Parties, acting through their representatives, shall be the Regional Emergency Coordination Group of Champaign County ("Group").

2.8 **Representatives.** The Parties shall be represented at meetings, during events, or as otherwise needed as follows:

Original Parties:

- a. Champaign County - Board Chair, Chief Administrative Officer or their designees;
- b. City of Champaign - Mayor and City Manager or designees;
- c. City of Urbana - Mayor and Chief Administrative Officer or designees;
- d. Board of Trustees of the University of Illinois - Chancellor (Urbana) or designee;
- e. Champaign-Urbana Public Health District - Public Health Administrator or designee;
- f. Champaign County Board of Health - President or designee; and
- g. Others - As identified by its governing body.

2.9 **Support Entity.** Non-party entities or persons that provide information, support and/or services to the Parties during the planning, response to or performance review of Community Emergency Events.

SECTION 3 **Core Principles**

All activities and decisions of the Group when planning for or responding to a Community Emergency Event shall be governed by the following core principles:

- 3.1 A coordinated regional approach will provide the most effective protection for all citizens.
- 3.2 Priorities during a Community Emergency Event shall be based on the preservation of human life, mitigation of property loss, recovery of basic necessary services and protection of the rights of citizens.
- 3.3 Priorities during Community Emergency Events should be identified by consensus decisions of the Group while recognizing the autonomy and responsibilities of individual Parties within their respective jurisdictions.
- 3.4 Adequate organization and physical resources should be in place to ensure that the community has the ability to respond to emergencies.
- 3.5 Elected officials and other administrative policy-making officials should be an integral and consistent part of the policy development and decision-making process.

SECTION 4 **Organization**

- 4.1 **Chair; Administrative Officers.** Annually, no later than September 1st of each year, an elected official will be selected to serve as Chair of the Group. The Chief Administrative Officers of the Parties shall be responsible for overseeing the continuing development of a regional emergency plan and regional emergency coordination center, and for implementing any policy directions from the Group.
- 4.2 **Liaison Responsibilities.** The Liaison will provide timely information to the Group and assist in identifying policy decisions needed. The Liaison shall provide administrative support to the Group. The Liaison shall serve at the pleasure of the Group.
- 4.3 **Meetings.** The Group shall meet on a quarterly basis or as often as needed. A special or emergency meeting may be called by the Representatives, the Liaison, or an EMA Director in the event of an emergency or other sufficient reason.
 - a. The following events, when reasonably anticipated, shall be considered sufficient reason for a special or emergency meeting:
 1. Windstorms and tornados
 2. Major flooding
 3. Ice storms and winter blizzards
 4. Earthquakes
 5. Health epidemics or health emergencies
 6. Major chemical or hazardous materials spills
 7. Terrorist events (criminal)

8. Events with significant impact to a major employer, the transportation system, any utility system, or other significant regional facility
 9. Radiological events.
- b. Operational Emergency Response personnel of the respective Parties may attend meetings to provide information and insight. Support entities may also be invited to attend meetings to provide information and insight to the Parties.
- 4.4 **Implementation.** The members of the Group may create such other rules, processes, or procedures as will assist the Group in reaching the Goals of this Agreement.

Section 5

Activities

- 5.1 **Pre-Community Emergency Event Activities.** The Group will endeavor to undertake the following activities prior to a Community Emergency Event:
- a. Review State, County and local Emergency Operations Plans to identify any discrepancies and discuss what, if any, updates should be implemented or requested in order to support the principles identified in Section 3;
 - b. Identify available resources and work closely with operations personnel to determine the best way to allocate resources given the nature of particular Community Emergency Events;
 - c. Identify and develop any additional plans and/or protocols which might advance the purpose of this Agreement;
 - d. Establish protocols for providing helpful and consistent information to the public before, during and after a Community Emergency Event;
 - e. Identify other public or private sector entities that may provide support and insight prior to, during or after a Community Emergency Event;
 - f. Identify legal authority and/or constraints for securing resources and enacting regulations before, during and after Community Emergency Events; and
 - g. Jointly facilitate periodic training and practice opportunities for both operations and policy-makers.
- 5.2 **Activities During a Community Emergency Event.** The Group will endeavor to undertake the following activities during a Community Emergency Event:
- a. Provide policy level direction to the Unified Incident Command Staff.
 - b. Facilitate communication and decision-making between policy makers on a real time basis.
 - c. Review priorities in the acquisition and allocation of resources based on guiding principles.
 - d. Reach consensus where possible regarding the imposition of extraordinary regulatory measures (e.g., curfew, evacuations, closings and quarantines and isolations.)
 - e. Reach consensus on the priorities of emergency activities and in the actual allocation of resources.
 - f. Review public information and provide guidance to information providers.
- 5.3 **Post-Community Emergency Event Activities.** The Group will endeavor to undertake the following activities after a Community Emergency Event:
- a. Assess activities of all entities during the Event.

- b. Coordinate recovery efforts.
- c. Review planning documents and agreements to ensure that the documents provide appropriate and effective framework for responses in the future.
- d. Exchange information regarding resource expenditures and review efforts to secure reimbursement from federal and state sources.

5.4 **Response to Emergencies.** The Representatives shall be available at all times for response to an emergency. The Representatives shall report to the designated Regional Emergency Coordination Center. The Group shall develop a detailed procedure for calling an emergency meeting of the members. All Representatives shall designate at least two (2) backup designees to act in the event of an emergency.

5.5 **Regional Emergency Coordination Center and Backup Centers.** The Group will work to identify a primary and at least two backup centers.

- a. Capabilities of the center shall include: 24/7 operation, sufficient telephone lines with conference call capability, a secure facility, backup power of sufficient size to assure continuing operations, adequate room for staffing, adequate radio, telephone, and internet capabilities.
- b. The primary site, unless otherwise designated by the Board, shall be the County Emergency Operations Center.
- c. The backup sites include: Champaign City Building Emergency Operations Center and the Emergency Operations Center at Willard Airport.

5.6 **Inclusion of Other Jurisdictions.** The Group shall endeavor to involve in policy-making decisions those elected officials and policy-making administrators of other cities or villages or townships within Champaign County as necessary or desirable, if the impact of the emergency touches on or concerns that jurisdiction.

5.7 **Existing Agreements.** The Parties acknowledge that there are various mutual aid and/or other agreements in force and effect and will endeavor to develop a comprehensive list of such agreements and detail them as Appendix A to this Agreement. The Appendix shall be amended from time to time by the Liaison to reflect its most up-to-date information. The Liaison shall be responsible to distribute the new Appendix A to the Parties after any revision.

5.8 **Future Agreements Implementation and Plans.** The Group will review existing policies, response protocols and other implementation measures to determine if modifications are necessary or desirable to ensure the documents do not materially conflict in ways that will cause confusion during a Community Emergency Event. The Group will at a minimum attempt to review and/or develop the necessary documents to address the following areas:

- 1. Animal Protection*;
- 2. Business Continuity;
- 3. Communications Infrastructure;
- 4. Communications Among Responders, Emergency Communications System*;
- 5. Disaster Intelligence/Damage Assessment*;
- 6. Credentialing;
- 7. Disease Surveillance;
- 8. Donations and Volunteer Management;
- 9. Economic Recovery;
- 10. Energy (Including Gas, Electric and Backup);

11. Evacuation and Transportation Coordination*;
12. Fire, Technical Rescue, and Hazardous Materials Operations;
13. Food;
14. Hazardous Materials;
15. Health, Mental Health, and Medical Services;
16. Information and Planning;
17. Law Enforcement;
18. Mass Care;
19. Mass Injuries and Mass Fatalities;
20. Mass Vaccination and Distribution of Strategic National Stockpile;
21. Mortuary Services*;
22. Public Information; Media Relations and Community Outreach;
23. Public Works and Engineering
24. Quarantines and Isolations;
25. Resource Management*;
26. Solid Waste and Debris Management;
27. Terrorism;
28. Transportation*;
29. Warnings/Emergency Information;
30. Water Supply Emergency Plan.

* Indicates source is the Illinois Administrative Code Title 29, Chapter 1, Subchapter C, Part 301, Section 301.240

5.9. **Decision Guidelines.** The Parties agree to develop policy-decision guidelines, review them at regular intervals, and utilize them during emergencies.

SECTION 6

General Mutual Aid

6.1 **Mutual Aid.** In the event an occurrence or condition within a party's territorial jurisdiction results in a situation of such magnitude and/or consequence that it cannot be adequately handled by that Party, and there are no specific mutual aid agreements in place, the Party may request assistance from the Group or individual Parties.

6.2 **Request for Assistance.** In the event of an emergency, the requesting party shall request assistance under this Agreement by notifying METCAD and advising of the nature and location of the incident and the assistance requested. METCAD will notify the appropriate responding agencies via telephone or in the most effective way possible.

6.3 **Standard of Assistance.** The National Interagency Incident Management System shall be the standard under which this Agreement and the Parties shall function.

6.4 **Jurisdiction Over Personnel and Equipment.** Personnel sent to aid a party pursuant to this Agreement shall remain employees of the assisting party. The assisting party shall at all times have the right to withdraw any and all aid; provided, however, that the party withdrawing such aid shall notify the requesting party of the withdrawal of such aid and the extent of such withdrawal.

6.5 **Compensation for Aid.** Nothing in this Agreement shall preclude responding parties from receiving compensation for equipment, personnel, or services from any state or federal

agency or any third-party, under existing statutes, rules and regulations; provided, however, that unless such compensation from the state or federal government is available, the Parties agree to waive compensation for assistance rendered.

6.6 Indemnification. Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequences of the performance of mutual aid services, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its employees or agents.

Each Party requesting or providing aid pursuant to this Agreement hereby expressly agrees, to the extent permitted by Illinois law, to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party, or its own employees, provided that such claims, demands, liabilities, losses, suits in law or in equity made by a third party, or employees, are not the result of gross negligence or willful misconduct on the part of the party rendering aid. All employee benefits, wages and disability payments, pensions, workers compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party, or its employees, rendering aid shall be the sole and exclusive responsibility of the respective Party of its employees.

Section 7 **Miscellaneous Provisions**

7.1 Term; Notice. This Agreement shall be in effect for a term of one year from the date of the last 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 Parties participating in this Agreement specifying the date of termination. Such notice to be given at least ninety (90) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

Notice shall be as follows:

City of Champaign
Attn: City Manager
102 North Neil Street
Champaign, IL 61820

City of Urbana
Attn: Mayor
400 South Vine Street
Urbana, IL 61801

Champaign County
Attn: County Board Chair
1776 East Washington
Urbana, IL 61802

University of Illinois
Attn: Chancellor
601 East John Street, Swanlund Bldg.
Champaign, IL 61820

Champaign-Urbana Public Health District
Attn: Public Health Administrator
201 W. Kenyon Road
Champaign, IL 61820

Champaign County Board of Health
Attn: Board President
1776 East Washington
Urbana, IL 61802

7.2 Effectiveness. This Agreement shall be in full force and effect upon approval by the Parties hereto in the manner provided by law and upon proper execution hereof.

7.3 **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.

7.4 **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

7.5 **Amendments.** This Agreement may only be amended by written consent of all the Parties hereto.

7.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.

<p>CITY OF CHAMPAIGN, ILLINOIS</p> <p>By: _____ City Manager</p> <p>ATTEST: _____</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ City Attorney CB 2007-</p>	<p>CITY OF URBANA, ILLINOIS</p> <p>By: _____ Mayor</p> <p>ATTEST: _____</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ City Attorney Ord:</p>
<p>COUNTY OF CHAMPAIGN, ILLINOIS</p> <p>By: _____ Chair, County Board</p> <p>ATTEST: _____ County Clerk</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ State's Attorney</p>	<p>BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS</p> <p>By: _____ Comptroller</p> <p>ATTEST: _____ Secretary</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ University Counsel</p>
<p>CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT</p> <p>By: _____ Chair, Board of Health</p> <p>ATTEST: _____ Secretary</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Attorney</p>	<p>CHAMPAIGN COUNTY BOARD OF HEALTH</p> <p>By: _____ President</p> <p>ATTEST: _____ Secretary</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>_____ Attorney</p>

APPENDIX A

As of _____, 2007

Champaign:

1. An Agreement for Police Services (CB 82-52)
2. Five Agreements for Extending Fire Dispatching Services (City of Urbana; Village of Savoy; Carroll, Eastern Prairie, Edge-Scott Fire Protection Districts) (CB 88-260)
3. An Intergovernmental Agreement Creating the Champaign County Emergency Telephone System Board (CB 89-128)
4. An Agreement Concerning the Provision and Administration of Metropolitan Computer-Aided Dispatch (METCAD) By and Between the City of Champaign, the City of Urbana, Champaign County, and the University of Illinois (CB 95-255) and Amendment No. 1 to Agreement Concerning the Provision and Administration of Metropolitan Computer Aided Dispatch (METCAD) (CB 98-311)
5. Intergovernmental Agreement Between the Cities of Champaign and Urbana (Fire Protection Mutual Assistance Agreement) (CB 98-57)
6. MABAS (Mutual Aid Box Alarm System), an Intergovernmental Agreement with Other Fire Departments and Emergency Service Agencies to Provide Fire and Other Emergency Services and Assistance (CB 01-174)
- 7 East Central Illinois Mutual Aid System Agreement (CB 01-223)

Urbana:

Champaign County:

1. A Resolution Creating a County Civil Defense Agency (Resolution Number 12)
2. An Ordinance Establishing the Emergency Services and Disaster Agency of Champaign County (Ordinance Number 12)
3. A Resolution for the Establishment of an Amateur Radio Communication Station for Champaign County (Resolution Number 189)
4. An Ordinance Establishing the Emergency Services and Disaster Agency of Champaign County (Ordinance Number 342)
5. An Ordinance Re-Establishing the Emergency Services and Disaster Agency of Champaign County as the Emergency Management Agency of Champaign County (Ordinance Number 740)
6. An Agreement for Police Services By and Between the City of Champaign, the City of Urbana, the County of Champaign, and the University of Illinois (Resolution Number 2009)
7. A Resolution Establishing County Board Position with Regard to Location of METCAD at 1905 E. Main, Urbana, Illinois, Resolution Number 4141
8. A Resolution to Adopt the National Incident Management System in Champaign County, Illinois (Resolution Number 4888)
9. A Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System (Resolution Number 4945)

University of Illinois:

Champaign-Urbana Public Health District

Champaign County Public Health Board

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