

**50-R-04**

**A RESOLUTION**

**Authorizing the Interim City Manager  
to Enter Into an Intergovernmental Mutual Aid Agreement  
for the Establishment of the  
Illinois Public Health Mutual Aid System**

**WHEREAS**, recent events have prompted the desire to strengthen the preparedness of the public health system in the State of Illinois; and

**WHEREAS**, the strength of the public health system in the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and

**WHEREAS**, local public health departments throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments as well; and

**WHEREAS**, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health departments; and

**WHEREAS**, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and

**WHEREAS**, to accomplish this objective, the parties to this Agreement wish to establish an association which shall be referred to as the ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPHMAS), the membership in which shall be achieved by any units of local government having a local health department which is certified by the Illinois Department of Public Health within the State of Illinois 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 local public health resources to the residents of the State of Illinois, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and

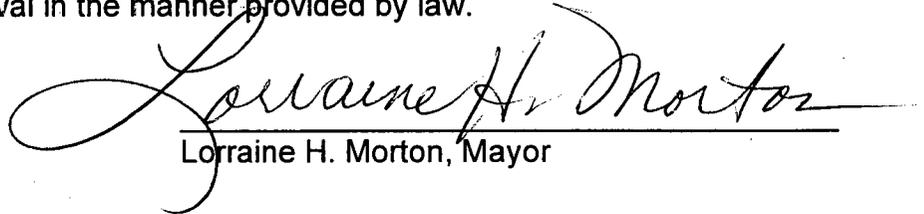
**WHEREAS**, the parties hereto have determined that it is in their best interests to form and participate in the IPHMAS and to adopt procedures for communications, exercises, training and other necessary functions consistent with the plans and programs of the Illinois Department of Public Health, in order to further the objective of providing mutual aid and assistance to one another in an emergency,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:**

**SECTION 1:** That the Interim City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest to the Intergovernmental Mutual Aid Agreement, attached hereto as Exhibit 1 and made a part hereof, for the Establishment of the Illinois Public Health Mutual Aid System.

**SECTION 2:** That the Interim City Manager is hereby authorized and directed to negotiate any additional conditions of the Intergovernmental Mutual Aid Agreement as may be determined to be in the best interests of the City.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
\_\_\_\_\_  
Lorraine H. Morton, Mayor

Attest:

  
\_\_\_\_\_  
Mary P. Morris, City Clerk

Adopted: September 27, 2004

**INTERGOVERNMENTAL MUTUAL AID AGREEMENT**  
for the establishment of the  
**ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM**  
**(IPHMAS)**

This Intergovernmental Mutual Aid Agreement ("Agreement" or "Mutual Aid Agreement") is entered into by and between the units of local government having a local health department which is certified by the Illinois Department of Public Health ("parties") 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 the public health system in the State of Illinois; and,

**WHEREAS**, the strength of the public health system in the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and,

**WHEREAS**, local public health departments throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments as well; and,

**WHEREAS**, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health departments; and,

**WHEREAS**, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and,

**WHEREAS**, to accomplish this objective, the parties to this Agreement wish to establish an association which shall be referred to as the **ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPHMAS)**, the membership in which shall be achieved by any units of local government having a local health department which is certified by the Illinois Department of Public Health within the State of Illinois 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 local public health resources to the residents of the State of Illinois, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and,

6/4/04

**WHEREAS**, the parties hereto have determined that it is in their best interests to form and participate in the IPHMAS and to adopt procedures for communications, exercises, training and other necessary functions consistent with the plans and programs of the Illinois Department of Public Health, in order to further the objective of providing mutual aid and assistance to one another 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 a local public health department outside its territorial limits in order to assist another local public health department is desirable and necessary to preserve and protect the health, safety and welfare of the residents of the State of Illinois. 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 public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population. The promotion and coordination of such assistance through the IPHMAS 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. **"ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM" or "IPHMAS":**  
An association of local health departments certified by the Illinois Department of Public Health 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 unit of local government, including but not limited to a county, municipality, township, or public health district, having a local public health department which is certified by the Illinois Department of Public Health and, which participates in the IPHMAS 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 pursuant to this Agreement in the event of an emergency.
- E. "Emergency": An occurrence or condition in a Member Entity's territorial jurisdiction 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 public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population.
- F. "Executive Board": The governing board of IPHMAS, the composition of which is provided in Section Sixteen herein.
- G. "Local Public Health Officer": The Public Health Administrator / Executive Director or designee, who, subject to the authority of the unit of local government or the board of health, shall be in charge of the local public health department operated by a Member Entity.

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

- A. Authority of Local Public Health Officers. Each party, consisting of the governing body of a Member Entity hereby authorizes and directs the Local Public Health Officer 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 protection of the geographic area which is within the jurisdictional boundaries of the Aiding Member Entity. The judgment of the Local Public Health Officer 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 Local Public Health Officer of the Stricken Member Entity 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 Illinois Department of Public Health and the Executive Board of the IPHMAS simultaneously shall be notified of the existence of the emergency and the aid being requested.
- C. The Member Entities hereby authorize and direct their respective Local Public Health Officer to participate in an election to select members of the Executive Board and to participate as an Executive Board member should he/she be selected as provided in Section Sixteen.
- D. The Local Public Health Officer 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 of IPHMAS;
  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 Local Public Health Officer 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 Local Public

Health Officer or his/her designee; provided, however, that the Aiding Member Entity withdrawing such aid and assistance shall immediately notify the Local Public Health Officer of the Stricken Member Entity or his/her designee of the withdrawal of such aid and assistance and the extent of such withdrawal.

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 Act (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 IPHMAS Executive Board, among the Member Entities supplying the aid and assistance. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute or other compensation mechanism.

#### **SECTION SIX** **Insurance**

Each IPHMAS 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 IPHMAS 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 IPHMAS 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 IPHMAS 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 IPHMAS, at any time, provided that the Member Entity wishing to terminate its participation shall give written notice to the Executive Board 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 IPHMAS 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 Executive Board of IPHMAS shall maintain a complete set of original counterparts with respect to each party to this Agreement.

**SECTION SIXTEEN**  
**Executive Board of IPHMAS**

An Executive Board 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 IPHMAS, the Executive Board may adopt bylaws, policies and procedures regarding any matters deemed necessary by the Member Entities.

The Executive Board shall be composed of nine (9) representatives from the IPHMAS Member Entities to be elected by a simple majority vote of the Local Public Health Officers representing each participating IPHMAS Member Entity. Of those members initially elected, three (3) shall serve for a term of three (3) years; three (3) shall serve for a term of two (2) years; and three (3) shall serve for a term of one (1) year. Thereafter, each elected member shall hold office for a term of three (3) years.

A President and Vice-President of the Executive Board shall be elected from the representatives of the Member Entities and shall serve without compensation. The President, Vice-President and other officers as are provided for in the bylaws shall coordinate the activities of the IPHMAS.

The Director of the Illinois Department of Public Health (hereinafter "IDPH") may appoint two employees from the Division of Emergency Preparedness and Response within IDPH to serve as liaisons between the IDPH and local public health entities. Such IDPH employees shall not be members of the Executive Board of the IPHMAS but may regularly attend Executive Board meetings and participate as determined by the Executive Board or the Member Entities.

**SECTION SEVENTEEN**  
**Duties of the Executive Board**

The Executive Board shall perform those duties as stated in this Mutual Aid Agreement, adopt the bylaws, policies and procedures of the IPHMAS, 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 Executive Board's role shall be advisory only and no determination of the Executive Board 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 **IPHMAS** as adopted by the Executive Board.

**SECTION NINETEEN**

**Authorized Signatory**

The undersigned, Judith Aiello 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, City of Evanston, 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 **ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPMHAS)** Mutual Aid Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

City of Evanston  
MEMBER ENTITY

Evanston Health Department  
LOCAL PUBLIC HEALTH  
DEPARTMENT

Judith Aiello  
President, Mayor, Chairman or  
other Chief Executive Officer  
(if applicable)

Jay W. Terborgh  
Local Public Health Officer

Interim City Manager  
Title

Director of Health & Human Services  
Title

October 1, 2004  
Date

October 1, 2004  
Date

ATTEST: Mary P. Morris  
City Clerk  
Title

10-1-04  
Date