

4/18/2014

26-R-14

A RESOLUTION

**Authorizing the City Manager to Execute an
Emergency Equipment Memorandum of Understanding with the
Cook County Department of Homeland Security and
Emergency Management**

WHEREAS, the City of Evanston is a home rule unit of local government in the State of Illinois, and;

WHEREAS, the City of Evanston as a home rule unit of local government in the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other units of local government/public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the City of Evanston, and;

WHEREAS, the City of Evanston recognizes that certain emergencies or disasters may exceed the resources and equipment of a single given unit of local government/public agency, and;

WHEREAS, the City of Evanston acknowledges that the Cook County Department of Homeland Security and Emergency Management (“DHSEM”) assists other local government entities in the event of an emergency or disaster by making equipment available to them that can assist in mitigating against, responding to, or recovering from an emergency event or disaster as efficiently and effectively as possible, and;

WHEREAS, the City of Evanston requests to be able to avail itself of assistance from DHSEM when necessary by obtaining emergency equipment from DHSEM to enable the City of Evanston to better respond to an emergency event or disaster within its jurisdiction, and;

WHEREAS, the purpose of this Emergency Equipment Memorandum of Understanding (“Memorandum of Understanding”) between the City of Evanston and DHSEM is to provide emergency event and disaster response assistance through the use of DHSEM emergency equipment when local and regional resources are insufficient to meet the response needs of the City of Evanston.

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

SECTION 1: The City Manager is hereby authorized and directed to execute the Memorandum of Understanding with DHSEM. This Memorandum of Understanding shall be in substantial conformity with the document attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: That this Resolution 26-R-14 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: May 27, 2014

EXHIBIT A

Emergency Equipment Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF COOK
AND
JURISDICTION _____**

This **Memorandum of Understanding** (“Understanding”) is entered into by and between the County of Cook (“County”), a body politic and corporate of the State of Illinois, through its Department of Homeland Security and Emergency Management (DHSEM), and _____, an entity of local government (“Jurisdiction”). The County, the DHSEM and Jurisdiction are herein referred to collectively as the “Parties.”

RECITALS

WHEREAS, it is the policy of the DHSEM to assist other local government entities in the event of an emergency or disaster by making equipment available to them that can assist in mitigating against, responding to, or recovering from an emergency event or disaster as efficiently and effectively as possible; and

WHEREAS, the DHSEM works to support local government entities with their emergency equipment needs during emergency events or disasters; and

WHEREAS, Jurisdiction wishes to be able to avail itself of assistance from DHSEM when necessary by obtaining emergency equipment from DHSEM to enable Jurisdiction to better respond to an emergency event or disaster; and

WHEREAS, the purpose of this Understanding is to provide disaster response assistance through the use of DHSEM emergency equipment when local and regional resources are insufficient to meet the response needs of the Jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

II. PROCEDURE FOR REQUESTING EMERGENCY EQUIPMENT

In the event of an emergency or disaster for which the Jurisdiction wishes to use DHSEM emergency equipment, the Jurisdiction must contact the DHSEM Duty Desk at 312.603.8185 or through WebEOC to request the equipment.

After verifying the request is being made by an authorized entity, DHSEM will acknowledge receipt of the request, verify its content, and coordinate initiation of the response plan. DHSEM will require the following information:

- Name of the requesting agency
- Nature of the incident
- Equipment requested
- Staging area for the equipment
- Name of contact person at staging area
- Call-back telephone number of contact or command person
- Directions to staging area
- Any other special details or instructions for responding personnel/equipment

Once a request for equipment has been received and approved, the Jurisdiction initiating the request shall coordinate with the DHSEM Duty Desk to assure personnel are assigned to the designated staging area in order to meet the arrival of DHSEM personnel/equipment. The equipment mobilized, designated staging area and number of personnel assigned shall be coordinated and confirmed with the DHSEM Duty Desk.

A request for DHSEM equipment or mutual aid requires the approval of the chief officer from the relevant department of the requesting Jurisdiction, or director of the organization with respect to mutual aid associations. A duly authorized individual acting on behalf of the chief/director may make the request.

Unless otherwise expressly provided, or later agreed upon, the responsible official of the Jurisdiction requesting equipment and/or mutual aid shall remain in charge. It is operationally essential that the local official coordinate all actions with responding agencies to ensure an effective application of forces.

The Jurisdiction requesting equipment and/or mutual aid is responsible for the following:

- Identifying numbers and types of mutual aid resources requested.
- Identifying specific missions for mutual aid responder tasking.
- Advising responders what equipment they should bring.
- Establishing an assembly area for responding resources.
- Identifying communications channels compatible with command and control of field resources.
- Designating a liaison officer to facilitate a coordinated assimilation of responding mutual aid resources.
- Preparing a situation briefing including local maps for responders.
- Providing logistical support such as food, lodging, rest intervals and equipment maintenance as appropriate, for mutual aid personnel.

III. OWNERSHIP OF EQUIPMENT AND EQUIPMENT RETURN

All equipment provided by DHSEM to the Jurisdiction pursuant to this Understanding shall remain the property of DHSEM and County. The Jurisdiction, regardless of type of activation, shall work with DHSEM to ensure that equipment is utilized as effectively and efficiently as possible, including the release of equipment as soon as the situation is restored to a point which reasonably permits the Jurisdiction to satisfactorily handle the situation with their resources or the pre-planned event is concluded.

It is the responsibility of the Jurisdiction to replace any consumables or other supplies used from any piece of equipment utilized to address an incident. Appropriate inventory procedures should be utilized to ensure equipment and supplies are returned to the DHSEM in the same form they were received by the Jurisdiction.

All DHSEM equipment requiring motor fuel should always be stored with full tanks of fuel in preparation and readiness to respond to any emergency that may occur within Cook County. The Jurisdiction requesting DHSEM equipment will be responsible for the refueling of any utilized equipment to maintain an appropriate state of readiness.

IV. LIABILITY AND RISK OF LOSS FOR DAMAGE TO EQUIPMENT AND INJURIES TO PERSONNEL

Jurisdiction shall assume all liability for the use of DHSEM equipment and utilizing the same will assume liability for all issues associated with the use or transit of the equipment, while under the control of that entity. Neither the County, DHSEM, nor its agents, shall be legally liable for any negligence or wrongful act either of omission or commission chargeable to the Jurisdiction or their agents; this shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

The Jurisdiction utilizing DHSEM equipment will be liable and responsible for any damage caused to the equipment during the course of the mobilization and identified by DHSEM of up to \$5,000.00, where the equipment is not under the direct control and supervision of DHSEM.

No agency or agencies shall implement a local policy or policies, mutual aid agreements, memorandums of understanding or intergovernmental agreements that would delay the deployment of DHSEM equipment, contradict the intent of, or seek to or actually have the effect of, overriding these procedures.

V. TERM AND TERMINATION

The Term of this Agreement shall commence on February 19, 2014, and shall continue thereafter until terminated by either Party. Either Party may terminate this Agreement, for any reason or for no reason, by providing sixty (60) days written notice of its intent to terminate to the other Party. In the event of termination, the Parties shall complete their obligations established during the course of this Agreement.

VI. INSURANCE

The Jurisdiction shall be responsible for obtaining and maintaining liability insurance which provides coverage against loss or damage to property, including property damage to DHSEM's emergency equipment, and coverage for injury or death to persons which injury is associated with the use of DHSEM's emergency equipment. A copy of the insurance policy shall be provided to DHSEM.

VII. LIABILITY

It is understood and agreed that neither Party to this Understanding shall be legally liable for any negligence or wrongful act, either of omission or of commission, chargeable to the other and that this Understanding shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

VIII. COMPLIANCE WITH THE LAW

Each Party shall comply with all relevant laws of any governing jurisdiction or authority. A Party's non-compliance with any relevant laws shall constitute a material breach of this Understanding.

IX. NON-EXCLUSIVITY

This Understanding is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into similar Understandings with third parties not related to this Understanding.

X. ENTIRE AGREEMENT

This Understanding, including any exhibits, constitutes the entire agreement of the Parties with respect to the matters contained herein. This Understanding shall not be altered, modified or amended except by written instrument signed by both Parties hereto.

XI. GOVERNING LAW AND FORUM

This Understanding shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action or proceeding brought in connection with this Understanding shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

XII. SEVERABILITY

If any provision of this Understanding shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any provision hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any reason, such circumstances shall not have the effect of rendering any other provision contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Understanding shall not affect the remaining portions of this Understanding or any part hereof.

XIII. NOTICE

Immediately upon execution of this Understanding, the following individuals will represent the Parties as a primary contact in all matters related to this Understanding. All notices given under this Understanding shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours with the mailing of the originals using the U.S. Mail on the same day, postage prepaid; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the U.S. Mail. Notices served personally or by facsimile transmission shall be

effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the U.S. Postal Service.

Notice to County/DHSEM shall be addressed to:

Michael Masters
Executive Director
Cook County Department of Homeland Security & Emergency Management
69 West Washington Street, Suite 2630
Chicago, IL 60602

Notice to Jurisdiction shall be addressed to:

XIV. COOPERATION WITH INSPECTOR GENERAL

Jurisdiction shall have the duty to cooperate in the conduct of any investigation undertaken by the Office of the Independent Inspector General (OIIG) in accordance with Section 2-285 of the Cook County Code of Ordinances. Any refusal to cooperate with the OIIG as required by the OIIG Ordinance shall subject Jurisdiction to penalties as outlined in Section 2-291 of the cook county Code of Ordinances.

IN WITNESS WHEREOF, this Understanding is hereby executed on behalf of the Parties through their authorized representatives as set forth below.

ON BEHALF OF COOK COUNTY:

By: Michael Masters
Executive Director
Cook County
Department of Homeland Security & Emergency Management

Date

ON BEHALF OF JURISDICTION

By: _____

Date

Approved as to form:

Cook County Assistant State's Attorney