



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS**

ADMINISTRATION

MEMORANDUM

TO: Bruce K. Walden, Chief Administrative Officer
FROM: William R. Gray, Public Works Director
Barbara L. Stiehl, Assistant to the Director
DATE: November 22, 2006
RE: Public Works Mutual Aid Agreement

Introduction

It has long been an informal practice among public works department to lend support to other agencies when emergency situations occur.

In the past the Urbana Public Works Department sent crews to areas along the Illinois River to help with flood relief efforts in 1993 and to Springfield to assist with clean-up efforts following a tornado this past spring. The Urbana Public Works Department received assistance from other communities during times of disasters. In 1990, the Springfield Public Works Department sent crews to Urbana to help with the clean-up following the Valentine's Day ice storm that hit our community. In 1996, the Champaign County Highway Department helped with clean-up resulting from a tornado that damaged and destroyed several dozen homes in southeast Urbana.

Although police and fire departments have traditionally provided informal assistance to other local departments, these agencies have now organized into more formal regional and state-wide associations, such as the Mutual Aid Box Alarm System (MABAS) for fire departments and the Illinois Law Enforcement Alarm System (ILEAS) for police departments.

The public works departments of the cities of Urbana and Champaign and the Village of Savoy began discussing the possibility of creating a mutual aid association among our communities. The group researched several other agreements in other states and decided to use as a template an agreement originating in Wisconsin. The attached draft agreement is also consistent with the National Incident Management System requirements. The purpose for creating a mutual aid association among Urbana, Champaign and Savoy public works departments is to provide additional support to these communities when faced with an overwhelming, catastrophic event. The association would have a centralized database of available resources (skilled workers, equipment, etc.) to provide assistance to overburdened communities recovering from disasters.

The Urbana Public Works Department would request assistance through a mutual aid agreement when the magnitude of the damage or the necessity to respond quickly to the situation is too extensive for the department's workforce to manage in a reasonable amount of time. A summary of the procedures for requesting mutual aid in the attached agreement would be as follows:

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EQUIPMENT SERVICES • OPERATIONS • PUBLIC FACILITIES**

The designee from the requesting community must make the request for assistance to the appropriate designee from the requested community, as stipulated in the agreement. The initial request may be a phone call, but a written request must be made specifying the details of the event, such as what resources are needed and the duration of the request.

The requested agency may either accept or deny the request at its discretion.

If the agency chooses to respond, it will be responsible for the resources sent to the requesting agency. A supervisor from the responding agency will travel with the workers and/or equipment to coordinate assignments with the requesting agency.

The requesting community is not financially responsible for the workers and/or equipment from the responding agency.

If the Urbana Public Works Department is responding to its own public safety issue or may have other critical activities going on within the City, the Public Works Department obviously will not respond to a request from another agency for assistance.

Recently representatives from water and wastewater utilities have met with cities and village staff to explore the formation of a public works statewide mutual aid association. This endeavor will include discussions with county, township, and state highway departments too to see what interest they might have. A similar separate state-wide mutual aid agreement will be a by-product of this effort. Staff will present this agreement at a later time for consideration.

Fiscal Impacts

If the Urbana Public Works Department would respond to a request from another agency, we would be responsible for the labor, equipment, overnight accommodations, fuel, and meal expenses.

If another agency would respond to a city request, the responders would be responsible for the expenses for labor, equipment, overnight accommodations, fuel and meals.

Although mutual aid agreements are not federally mandated, having written agreements prior to an event will help agencies recover costs if federal reimbursement is awarded.

Recommendation

It is recommended that “An Ordinance Approving and Authorizing the Execution of a Mutual Aid Agreement with the City of Champaign and the Village of Savoy” be approved.

Attachment: Mutual Aid Agreement
Ordinance

ORDINANCE NO. 2006-11-138

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE CITY OF CHAMPAIGN AND THE VILLAGE OF SAVOY

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

Section 1. That an Agreement With the City of Urbana, City of Champaign and Village of Savoy, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

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

Public Works Mutual Aid Agreement

This Public Works Mutual Aid Agreement (hereinafter “Agreement”) is entered into by the following parties: the City of Champaign, the City of Urbana, and the Village of Savoy; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties have entered into this Agreement to:

- (1) Protect the people and property in the participating municipalities from damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected person;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, supplies, and any other resources needed to respond to a disaster.

B. "*AUTHORIZED REPRESENTATIVE*" means a party's employee who, by reason of his or her position, has been authorized, in writing by that party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each party's initial authorized representative, and the representative's title, is listed on Exhibit A, which is attached hereto and incorporated herein by reference. If the title of the authorized representative as listed by name in Exhibit A has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the party. In the event that the person who is listed as authorized representative is no longer employed by the party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the party indicates otherwise in writing. Each party's authorized representative shall be responsible to designate someone to supervise that party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

C. "*DISASTER*" means a calamitous event threatening loss of life or significant loss or damage to property, including, but not limited to flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary event, or biological or health disasters

D. "*MUTUAL AID RESOURCE LIST*" means the list attached hereto as Exhibit B listing the equipment, personnel and other resources that each party has available for the provision of aid and assistance to other parties.

E. "*PARTY*" means a municipality which has adopted and executed this Agreement.

F. "*PROVIDER*" means the party which has received a request to furnish aid and assistance from another party and has agreed to provide the same.

G. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds. All state and local governments

must adopt NIMS in order to continue to receive federal preparedness funds. It is encouraged, however, not required for agencies participating in this mutual aid agreement to comply with the NIMS requirements.

H. "*RECIPIENT*" means the party requesting and receiving aid and assistance from a provider.

SECTION II: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the party's own citizens. This Agreement shall not be construed to impose an unconditional obligation on any party to provide aid and assistance. Rather, a party may, in good faith, withhold aid and assistance when it deems it necessary to do so in order to provide reasonable and adequate protection for its own community.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other municipalities to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement. Attention is specifically directed to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

SECTION III: SEMI-ANNUAL REVIEW

The Parties' authorized representatives shall meet semi-annually to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement to their respective governing bodies.

SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE

A party shall not request mutual aid and assistance unless the requesting party first determines that the resources available within the stricken area are inadequate. After making that determination, the requesting party may, by the quickest means of communication available, communicate its request directly to one or more of the Parties to this Agreement. If the request is made orally, it shall be followed, as soon as practicable, by written confirmation of that request.

Each request for aid and assistance shall be accompanied by the following information, to the extent that such information is known or available:

- (1) Stricken Area and Status: A general description summarizing the condition of the community (i.e., whether the disaster is imminent, in progress, or has already occurred) and of the damage sustained to date.
- (2) Services: Identification of the service function(s) for which assistance is needed and the particular type of aid and assistance needed.
- (3) Infrastructure Systems: Identification of the type(s) of public infrastructure system for which aid and assistance is needed (water/sewer, storm water systems, streets) and the type of aid and assistance needed.
- (4) Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed.
- (5) Facilities: The need for sites, structures, or buildings outside recipient's geographical limits to serve as staging areas for incoming emergency goods and services.
- (6) Meeting Time and Place: An estimated time and a specific place for a representative of recipient to meet the personnel and resources of any provider.
- (7) Interoperable Communication: A means of site communication such as a radio, cellular phone or HAM radio shall be provided by the requesting agency to the responding agency for use during operations.

The recipient shall be responsible for notifying the appropriate state and/or federal agencies when state and/or federal assistance is needed.

SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES

Each provider's authorized representative shall determine what personnel, equipment and other resources are available to aid and assist the requesting party. If provider's authorized representative determines that provider has resources available to aid and assist the requesting party, provider's authorized agent shall so notify the requesting party. The provider shall complete a written description of the aid and assistance to be rendered (or a written rejection of the request) and shall transmit it to the recipient by the

most efficient means of communication. The provider's description of aid and assistance available shall contain the following information:

- (1) A list of the personnel, equipment, and other resources available.
- (2) The length of time such personnel, equipment, and other resources will be available to the recipient.
- (3) The estimated time when the aid and assistance will arrive at the location designated by the recipient's authorized representative.
- (4) The name(s) of provider's supervisory personnel.

Nothing in this section shall be deemed to require any party to this Agreement to provide aid and assistance to any recipient. Each party has the right to reject a request for aid and assistance.

SECTION VI: SUPERVISION AND CONTROL

A. DESIGNATION OF PROVIDER'S SUPERVISORY PERSONNEL. Provider shall designate a representative who shall serve as the person in charge of coordinating the work assigned to the provider's employees by the recipient. The recipient shall direct and coordinate the work being assigned to the provider(s) and the recipient's employees.

B. RESPONSIBILITIES OF PROVIDER'S SUPERVISORY PERSONNEL. Provider's supervisory personnel shall:

- (1) Have authority to assign work and establish work schedules for provider's personnel using communications equipment supplied by the provider. The provider should notify the recipient if it is unable to provide the necessary communications equipment.
- (2) Maintain a log describing the material, equipment, personnel and other aid and assistance actually furnished by the provider.
- (3) Report work in progress to recipient at mutually agreed intervals.
- (4) Will provide when necessary, documentation of professional qualifications, certifications and licenses as required by law of responding personnel. An example of documentation would be Water/Wastewater Operator credentials.

SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

It is presumed that a provider's aid and assistance shall be given for an initial period of twelve (12) hours. Thereafter, assistance shall be extended as the provider and recipient shall agree. The twelve (12) hour period shall start when the aid and assistance departs from provider's location with the intent of going to recipient's location. The aid and assistance shall end when it returns to provider's location with the understanding between the provider and recipient that provision of aid and assistance is complete.

Provider may recall its aid and assistance at any time at its sole discretion. Provider shall make a good faith effort to give the recipient as much advance notice of the recall as is practical under the circumstances.

SECTION VIII: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *PROVIDER'S TRAVELING EMPLOYEE NEEDS* – Provider shall document the basic needs of provider's traveling employees, such as reasonable out-of-pocket costs and expenses of provider's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Provider shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Provider shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Provider's costs as documented in this section will only be reimbursed by recipient if recipient receives a monetary benefit, grant or disaster funding from a third party including, but not limited to, federal or state disaster relief.

SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES

Whenever provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of provider.

SECTION X: WORKERS' COMPENSATION AND UNEMPLOYMENT COMPENSATION

The Parties agree that recipient shall be responsible for payment of works' compensation and unemployment compensation benefits owed to recipient's employees and that provider shall be responsible for payment of workers' compensation and unemployment compensation benefits owed to provider's employees.

SECTION XI: INSURANCE

Each party shall bear the risk of liability for its and its employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each party understands and agrees that any insurance coverage obtained shall in no way limit that party's responsibility under Section XII of this Agreement to indemnify and hold the other parties to this Agreement harmless from such liability.

SECTION XII: INDEMNIFICATION

Each party agrees to indemnify and hold the other parties, their officers, employees and agents, harmless from any liability arising out of the acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party also agrees to investigate, handle, respond to, provide defense for, and defend any such claims at the indemnifying party's sole expense and agrees to bear all other costs and expenses related thereto, including attorney's fees and costs of litigation.

SECTION XIII: AMENDMENTS; ADDITIONAL MEMBERS

This Agreement may be amended only by unanimous written consent of the Parties. However, a recipient and a provider may, upon mutual written consent, amend any of the terms of this Agreement temporarily as between the recipient and provider when the amendment is reduced to writing and signed by both the Directors of Public Works (or equivalent position) and approved by their respective legal counsel. However, such amendment shall terminate when the provider terminates the provision of aid and assistance to the recipient.

Additional municipalities may become parties to this Agreement, provided that such municipalities:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to all other parties.
- (3) Provide the name and title of an authorized representative and a list of mutual aid resources to all other parties.

SECTION XIV: NOTICES

Notices and requests as provided herein shall be deemed given as the date the notices are deposited, by First Class Mail, addressed to the other party, to each of the party’s representatives listed below and at the addresses specified herein, or such other address as is specified by the party in writing. Notices shall be sent to the following addresses:

| | |
|--------------------------|---|
| To the City of Champaign | City Manager 102 N. Neil Street Champaign, Illinois 61820 and Public Works Director 702 Edgebrook Drive Champaign, Illinois 61820 |
| To the City of Urbana | Chief Administrative Officer City of Urbana Post Office Box 219 Urbana, Illinois 61803 |
| To the Village of Savoy | City Administrator 611 N. Dunlap Avenue Savoy, Illinois 61874 |

**SECTION XV: INITIAL TERM OF AGREEMENT; RENEWAL;
TERMINATION**

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any party may withdraw from this Agreement at any time by giving written notification to all other parties. The notice shall not be effective until sixty (60) days after the notice has been served upon the other parties, personally or by registered mail, return receipt requested. A party’s withdrawal from this Agreement shall not affect that party’s liability or obligation incurred under this Agreement prior to the date of withdrawal. This

Agreement shall continue in force and effect as to all other parties until such time as it is terminated by unanimous written consent of all of the remaining parties.

SECTION XVI: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XVII: SEVERABILITY – EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XVIII: EFFECTIVE DATE

This Agreement shall be effective on the date last signed by an original party hereto. As to all subsequently added parties, the effective date as to that party shall be the date upon which the newly added party properly executes this Agreement.

SECTION XIX: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XX: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXI: PRIOR AGREEMENTS

To the extent that prior agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual assistance between the parties hereto are suspended.

NOW, THEREFORE, each of the Parties have caused this public works mutual aid agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

City of Champaign, Illinois
An Illinois Municipal Corporation

By: _____
Steven C. Carter, City Manager

Date: _____

Attest: _____
Marilyn Banks, City Clerk

City of Urbana, Illinois
An Illinois Municipal Corporation

By: _____
Laurel Lunt Prussing, Mayor

Date: _____

Attest: _____
Phyllis D. Clark, City Clerk

Village of Savoy, Illinois
An Illinois Municipal Corporation

By: _____
Richard Helton, Village Manager

Date: _____

Attest: _____
Billie Krueger, Village Clerk

DULY AUTHORIZED REPRESENTATIVE For

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Pager: _____

After Hours: _____

Designated Reporting Location for _____

Address _____

Reporting Location Map: