



**ST. CHARLES**  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve a Resolution Approving EMA Mutual Aid Agreement with the City of Batavia for Emergency Management Responses

Presenter: Fire Chief Joseph Schelstreet

*Please check appropriate box:*

X	Government Operations (12/2/13)		Government Services
	Planning & Development		City Council

Estimated Cost:	N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The Fire Department has long embraced the concept of mutual and automatic aid in the form of mutually beneficial fire, emergency medical and specialized response with our neighboring communities. In furtherance of this practice, the Fire Department desires to enter into a mutual aid agreement with the City of Batavia for Emergency Management services. The circumstances requiring assistance could include emergency responses related to natural and manmade disasters however, they also could include non-emergent situations when traffic control is needed during festivals and special events. Non-emergent requests subject to normal billing for services would be addressed by each agency by sending the appropriate bill for services to the other.

**Attachments:** *(please list)*

Mutual Aid Agreement with The City of Batavia Emergency Services and Disaster Agency

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve a Resolution Approving EMA Mutual Aid Agreement with the City of Batavia for Emergency Management Responses.

*For office use only:*

*Agenda Item Number:* 4a

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Approving EMA Mutual Aid Agreement with the City of  
Batavia for Emergency Management Responses**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

**WHEREAS**, the City of St. Charles ("St. Charles") is an Illinois local governmental body that has the authority vested in it by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5/ILCS 220/1 et seq.) to enter into intergovernmental agreements for the mutual benefit of involved parties; and

**WHEREAS**, St. Charles recognizes the benefit of sharing resources for planned events and emergencies that require more resources than one agency can reasonably and practically provide for effective handling of the event or emergency; and

**WHEREAS**, St. Charles desires to enter into an emergency management mutual aid agreement ("Agreement") with the City of Batavia pursuant to that authority to provide mutual aid in the event of natural or man-made emergency events or circumstances;

**NOW THEREFORE**, be it agreed by St. Charles for the provision of such emergency aid pursuant to the attached Mutual Aid Agreement between St. Charles and the City of Batavia.

**NOW THEREFORE**, be it resolved by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois,...

**PRESENTED** to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**PASSED** by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**APPROVED** by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Raymond P. Rogina , Mayor

Resolution No. \_\_\_\_\_

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ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

## **Emergency Management Mutual Aid Agreement Between the cities of Batavia and St.Charles**

**WHEREAS**, the City of Batavia (“Batavia”) and City of St.Charles (“St.Charles”) are Illinois local governmental bodies that have the authority vested in them by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5/ILCS 220/1 et seq.) to enter into intergovernmental agreements for the mutual benefit of both parties; and

**WHEREAS**, the parties recognize the benefit of sharing resources for planned events and emergencies that require more resources than one agency can reasonably and practically provide for effective handling of the event or emergency; and

**WHEREAS**, Batavia and St.Charles desire to enter into an emergency management mutual aid agreement (“Agreement”) pursuant to that authority to provide mutual aid in the event of natural or man-made emergency events or circumstances;

**NOW THEREFORE**, be it agreed by and between the parties for the provision of such emergency aid pursuant to the following terms and conditions:

1. The Agreement shall be implemented by the City of St.Charles Emergency Management Agency (“ST.CHARLES EMA”) and the City of Batavia Emergency Services and Disaster Agency (“BATAVIA ESDA”).
2. Subject to the terms and conditions of this Agreement, upon receiving a request for assistance, the ST.CHARLES EMA will provide assistance to planned or emergency events in the area covered by BATAVIA ESDA, and the BATAVIA ESDA will provide mutual aid to ST.CHARLES EMA for any requests for assistance to planned or emergency events in the area covered by ST.CHARLES EMA.
3. Requests for emergency aid shall be based on needs of the requesting agency and existing, practicable availability in the agency requested to respond. The responding party retains the right to elect not to respond to a request based on the responding agency’s own needs and duties, and the responding agency shall be entitled to withdraw its assigned work resources after first giving verbal or written notice to the requesting agency. Assistance from either agency may be in the form of equipment, personnel or both, and all assistance provided shall be based upon the availability of resources in the agency that will be providing assistance.
4. The ST.CHARLES EMA and BATAVIA ESDA are hereby given the authority to establish and adopt a plan for mutual aid response without further approval other than this Agreement, provided it is substantially consistent with the terms of this Agreement.
5. If an emergency mutual aid plan (“Plan”) is adopted, the head of each agency shall distribute a copy of the Plan to their respective constituents who may be called upon to provide the emergency or planned response.

6. Requests for aid shall be made from and to department heads when department heads are available, or to the authorized designee of a department head when a department head is not available.
7. The requesting agency shall be responsible to inform the responding agency what is needed by way of manpower, equipment, or specialized technical services.
8. The responding agency shall inform the requesting agency as soon as is practicable of the availability and ability to meet the requesting agency's needs.
9. The requesting agency shall release unneeded units as quickly as possible when the situation is under control with instructions to report back to their home department.
10. Nothing in this Agreement is to be construed as meaning that any agency or department, when requested to aid another, shall reduce the available personnel of responding agency or department to a level below that required to provide acceptable minimum services to its own constituent citizens.
11. Responding personnel shall be under the command of the chief officer of the requesting agency and his designees and shall be expected to obey all lawful orders and instructions issued by that command officer. The requesting agency shall be responsible for all assignments during the activation of the planned or emergency aid, provided, however, that nothing in this Section shall require any person to violate any of his or her own agency's rules, regulations, or policies. Discipline of persons volunteering with or employed by a responding agency shall remain the responsibility of the responding agency.
12. The requesting agency shall be responsible for determining and arranging the necessary logistical and communications services to be utilized during the planned or emergency event and shall have operational control over the responding agency personnel during the event or emergency.
13. The requesting agency shall establish and maintain an operating history of any emergency event factors in whatever form is most practical to that agency. As soon as possible after the event has been resolved and responding forces returned to normal duties, the requesting agency shall provide a reasonably detailed written report to the responding agency.
14. The requesting agency shall be responsible for the planning and arrangements necessary for events or emergencies that extend for more than a period of four hours so that proper relief is achieved and operating modifications can be accomplished.
15. The requesting agency shall have the primary responsibility for providing information to the public and the media regarding the progress of the emergency or planned event.
16. The respective Emergency Management Coordinators of BATAVIA and ST.CHARLES may modify the particular equipment from time to time as conditions warrant without

affecting other provisions contained herein. Either party may withdraw from this agreement after thirty (30) calendar days written notice one to the other delivered by mail to the Office of the Emergency Management Coordinator of the party to be notified.



Batavia ESDA Coordinator

Date: 11-5-13

St. Charles EMA Coordinator

Date: \_\_\_\_\_