

RESOLUTION R-67-08

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEATON AND THE COUNTY OF DUPAGE FOR THE STORAGE OF STRATEGIC NATIONAL STOCKPILE OF MEDICATIONS FOR FIRST RESPONDERS

WHEREAS, the County of DuPage owns and maintains a local stockpile of medications and medical supplies suitable for use in declared disasters, pending the receipt of supplies from the Strategic National Stockpile; and

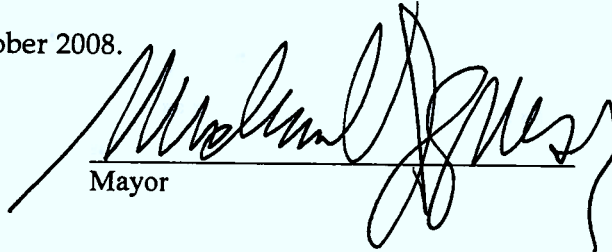
WHEREAS, in the event the local stockpile is needed to respond to a declared disaster, rapid deployment and distribution to and through first responders would be critical; and

WHEREAS, the City of Wheaton has the facilities and personnel to accommodate storage and the rapid deployment and distribution of the local stockpile to and through first responders; and

WHEREAS, the City of Wheaton and DuPage County are willing to enter into an agreement for the storage and the rapid deployment and distribution of the local stockpile to and through first responders under the terms and conditions set forth therein.

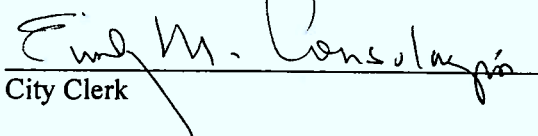
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an Intergovernmental Agreement Between the City of Wheaton and the County of DuPage for the Storage of Strategic National Stockpile of Medications for First Responders, Intergovernmental Agreement Regarding SNS Dispensing.

ADOPTED this 6th day of October 2008.



Mayor

ATTEST:



City Clerk

Ayes:

Roll Call Vote:

Councilwoman Corry
Councilman Johnson
Councilman Levine
Mayor Gresk
Councilman Mouhelis
Councilman Prendiville
Councilman Suss

Nays:

None

Absent:

None

Motion Carried Unanimously

Passed: October 6, 2008

Published: October 7, 2008

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ATTACHMENT 2 - INTERGOVERNMENTAL AGREEMENT REGARDING SNS DISPENSING

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into and becomes effective by and between the COUNTY OF DUPAGE ("COUNTY") and City of Wheaton ("MUNICIPALITY"/"FIRE PROTECTION DISTRICT") on the dates herein specified by the signing hereof and remains in effect until the date of expiration herein specified or until the date of termination as communicated by either party, notice of termination provided as herein specified:

WITNESSETH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois (1970) authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*, as amended) authorizes units of local government, including municipalities to exercise jointly with any public agency of the State, including other units of local government individually or to enter into contracts for the performance of governmental services, activities and undertaking; and

WHEREAS, the Illinois Emergency Management Act (20 ILCS 3305/13, as amended) authorizes the Emergency Management Coordinator of a political subdivision to develop mutual aid agreements between political subdivisions and taxing districts for reciprocal disaster response and recovery assistance; and

WHEREAS, the Code of DuPage County (2005 Code Chapter 10, Section 10-6, as amended) authorizes the Director of the County Office of Homeland Security and Emergency Management ("OHSEM") to negotiate mutual aid agreements with municipalities or political subdivisions of the State; and

WHEREAS, the COUNTY owns and maintains a local stockpile of medications and medical supplies ("LOCAL STOCKPILE") suitable for use in declared DISASTERS pending the receipt of supplies from the Strategic National Stockpile ("SNS"); and

WHEREAS, in the event the LOCAL STOCKPILE is needed to respond to a declared DISASTER, rapid deployment and distribution to and through first responders ("FIRST RESPONDERS") would be critical; and

WHEREAS, (MUNICIPALITY/FIRE PROTECTION DISTRICT) has the facilities and personnel to accommodate storage and the rapid deployment and distribution of the LOCAL STOCKPILE to and through FIRST RESPONDERS and is willing to enter into this AGREEMENT for the storage and the rapid deployment and distribution of the LOCAL STOCKPILE to and through FIRST RESPONDERS under the terms and conditions set forth herein; and

WHEREAS, the rapid deployment and distribution of the LOCAL STOCKPILE to and through FIRST RESPONDERS has been incorporated into the COUNTY'S Emergency Management Plan; and

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WHEREAS, the terms and conditions have been approved and authorized by the COUNTY pursuant to Resolution FI-0091-07, dated June 26, 2007;

NOW THEREFORE, in consideration of the foregoing premises and of the terms and conditions set forth herein, the adequacy and sufficiency of which is hereby acknowledged, the COUNTY and (MUNICIPALITY/FIRE PROTECTION DISTRICT) hereby agree as follows:

I. DEFINITIONS

- a. **DISASTER:** An occurrence or threat of occurrence of widespread damage, injury or loss of life or property from any natural or technological cause, including, but not limited to, fire, flood, earthquake, wind storm, hazardous material spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods or severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.
- b. **EMERGENCY MANAGEMENT COORDINATOR:** Staff assistant to the principal executive officer of a political subdivision with the duty of coordinating the emergency management programs of that political subdivision. In the case of DuPage County, the Director of the DuPage County Office of Homeland Security and Emergency Management shall be the Emergency Management Coordinator and may be referred to herein as "DIRECTOR".
- c. **FAMILY(IES):** Those individuals who are members of a FIRST RESPONDER'S family and residing within the FIRST RESPONDER'S household at the time of and during the course of any event that has resulted in a declared state of EMERGENCY within the County.
- d. **FIRST RESPONDER:** Those individuals who in the early stages of a declared DISASTER are responsible for the protection and preservation of life, property, evidence and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101) as well as emergency management, public health, clinical care, public works and other skilled support personnel (such as equipment operators) that provide immediate support services during prevention, response and recovery operations.
- e. **LOCAL STOCKPILE:** State and local government repository of medications and medical supplies. The local stockpile is intended to be used in anticipation of or in immediate response to declared DISASTERS within the County pending the request for and receipt of the Strategic National Stockpile.
- f. **STRATEGIC NATIONAL STOCKPILE (SNS):** Consistent with any description provided by the United States Center for Disease Control description to include the United States' government repository of antibiotics, chemical antidotes, antitoxins, vaccines, life-support medication, IV administration supplies, airway maintenance supplies and medical/surgical items. SNS is designed to supplement and re-supply state and local public health agencies in the event of a national emergency, anywhere and at anytime within the United States or its territories.

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II. QUALIFIED SUPERVISORY PERSONNEL

(MUNICIPALITY/FIRE PROTECTION DISTRICT) shall designate an individual with primary responsibility and an additional individual with back-up responsibility for the coordination of distribution of the LOCAL STOCKPILE to (MUNICIPALITY'S/FIRE PROTECTION DISTRICT'S) FIRST RESPONDERS in response to declared DISASTER. Designated individuals shall be approved by the DIRECTOR and may include (MUNICIPALITY'S/FIRE PROTECTION DISTRICT'S) Emergency Medical Services Coordinator or other qualified personnel such as a licensed physician, registered nurse, licensed practical nurse, advanced practice nurse, or pharmacist.

III. STORAGE

The LOCAL STOCKPILE shall be stored in a secure location and under environmental conditions consistent with the manufacturer's instructions and according to United States Pharmacopeia ("USP") guidelines and COUNTY policy.

IV. INSPECTIONS AND TRAINING

A COUNTY representative, to be selected from DuPage County Health Department staff, or other duly authorized agent, will conduct inspections of the LOCAL STOCKPILE stored by (MUNICIPALITY/FIRE PROTECTION DISTRICT) and will provide training related to the storage and distribution.

V. INVENTORY CONTROL

The (MUNICIPALITY/FIRE PROTECTION DISTRICT) shall determine the number of FIRST RESPONDERS and their FAMILY(IES) who are eligible for medications contained in the LOCAL STOCKPILE. This number shall be reported to the Office of Homeland security and Emergency Management and shall be updated at least annually. Significant changes to the number of FIRST RESPONDERS and their FAMILY(IES) shall require the approval of the Director of the office of Homeland Security and Emergency management. The COUNTY shall provide (MUNICIPALITY/FIRE PROTECTION DISTRICT) with a monthly inventory/inspection form and shall provide policies and protocols for inventory control which are hereby incorporated by reference and made a part of this AGREEMENT.

VI. AUTHORITY TO DISPENSE

The LOCAL STOCKPILE may be distributed to (MUNICIPALITY'S/FIRE PROTECTION DISTRICT'S) FIRST RESPONDERS and their FAMILIES in the course of any event that has resulted in a declared DISASTER within the County, and in which the STRATEGIC NATIONAL STOCKPILE has been requested, and in which the components of the LOCAL STOCKPILE would support life, lessen disability and/or reduce risk to health as determined by the DuPage County Health Department Medical Officer or designee, in consultation with the Illinois Department of Public Health.

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VII. TERM AND TERMINATION

The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force for one (1) year from the date of that execution and shall automatically be renewed for successive one (1) year terms unless terminated in accordance with the provisions enumerated below.

Either party shall have the right to terminate this AGREEMENT for any cause upon the passage of a resolution to that effect by its respective governing body and by serving ten (10) days' prior written notice upon the other party.

Upon termination, any remaining components of the LOCAL STOCKPILE shall be returned to the COUNTY and the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Indemnification obligations shall survive termination of this AGREEMENT.

VIII. INDEMNIFICATION

Nothing contained herein shall be construed to create a right to claim or cause of action on behalf of any person not a party to this AGREEMENT. Each party hereto agrees to waive all claims, except for indemnification below, against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this AGREEMENT; provided, however, that such claim is not the result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party hereto requesting availability of or access to the LOCAL STOCKPILE under this AGREEMENT shall indemnify the COUNTY and hold harmless the COUNTY and its agents, employees, volunteers, officers, and representatives from any liability for bodily injury or property damage to a third party caused by the (MUNICIPALITY'S/FIRE PROTECTION DISTRICT'S) access to or distribution of the LOCAL STOCKPILE provided, however, that such claim is not the result of gross negligence or willful misconduct by a party hereto or its personnel.

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this AGREEMENT.

Nothing contained herein shall be construed to constitute a waiver of any immunities, defenses or other terms of the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/et seq.).

IX. ASSIGNMENT

(MUNICIPALITY/FIRE PROTECTION DISTRICT) shall not assign this AGREEMENT to any other entity or agency without the express written consent of the COUNTY. (MUNICIPALITY/FIRE PROTECTION DISTRICT) and COUNTY each binds itself, its successors, assigns and legal representatives to the other party hereto and to its successors, assigns, and legal representatives of such other party in respect to

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all covenants, agreements and obligations contained herein.

X. NOTICE

All notices or other written communications required or permitted to be given under this AGREEMENT shall be deemed to have been duly given if delivered personally in hand, or, sent certified U.S. mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

a. If to COUNTY: DuPage County Office of Homeland Security and
Emergency Management ("OHSEM")
136 North County Farm Road
Wheaton, IL 60187

b. If to MUNICIPALITY/FIRE PROTECTION DISTRICT:

Name Michael J. Gresk Mayor
Address 303 W. Wesley St. / P.O. Box 727
City/State/Zip Wheaton IL 60187

XI. GOVERNING LAW

This AGREEMENT and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of Illinois.

XII. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. The Director of the OHSEM is authorized to negotiate changes to this AGREEMENT without further approval of the DuPage County Board to the extent that such changes are required to insure consistency between this AGREEMENT and Federal, State, DuPage County and local statutes, ordinances and regulations.

XIII. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this AGREEMENT shall neither operate as, nor be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

XIV. SEVERABILITY

In the event any provision of this AGREEMENT is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this AGREEMENT which shall remain in full force and effect and be enforceable in accordance with its terms.


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XV. COMPLIANCE WITH STATE AND OTHER LAWS

The parties shall comply with Federal, State, DuPage County and local statutes, ordinances and regulations in performance of services under this AGREEMENT

IN WITNESS WHEREOF, the parties have set their hands hereto as of the day and year first above written.

Director - DuPage County Department of
Homeland Security and Emergency Management



(Title - Municipality/Fire Protection
District) Mayor
City of Wheaton