



City of Joliet

Public Safety Committee

Meeting Agenda - Final-revised

Committee Members
Councilwoman Jan Hallums Quillman, Chairperson
Councilman Joe Clement
Councilwoman Sherri Reardon

Tuesday, April 2, 2024

5:45 PM

City Hall, Council Chambers

ROLL CALL

APPROVAL OF MINUTES

Minutes 3/5/2024

[TMP-7081](#)

Attachments: [Minutes 03-05-2024](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

PURCHASES

Request for Authorization to Pay STARCOM User Fees

[TMP-7136](#)

Attachments: [10 year Starcom21-rate-sheet](#)

Amended Intergovernmental Agreement between the City of Joliet
and the Will County Sheriff's Office for Warrant Processing Fees

[TMP-7160](#)

Attachments: [Intergovernmental Agreement between City of Joliet and Will
County Sheriff for Warrant Processing Fees](#)

ORDINANCES

Ordinance Amending and Retitling Chapter 9, Emergency Management Agency of the City of Joliet Code of Ordinances [TMP-7123](#)

Attachments: [EMA Ordinance 2024](#)

RESOLUTIONS

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENTS

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact Christa M. Desiderio, City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-7081

Agenda Date:4/2/2024

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Tuesday, March 5, 2024

6:00 PM

City Hall, Council Chambers

Public Safety Committee

Committee Members

Councilwoman Jan Hallums Quillman, Chairperson

Councilman Joe Clement

Councilwoman Sherri Reardon

ROLL CALL

Present Councilwoman Jan Hallums Quillman, Councilman Joe Clement and Councilwoman Sherri Reardon

Also Present: Chief of Police William Evans, Deputy Chief Sherrie Blackburn, Deputy Chief Christopher Botzum, Chief of Fire Jeff Carey

APPROVAL OF MINUTES

[TMP-6827](#)

Attachments: [Minutes 02-06-2024](#)

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Joe Clement, to approve COUNCIL MEMO #TMP-6827: Minutes 2/6/2024.

The motion carried by the following vote:

Aye: Councilwoman Hallums Quillman, Councilman Clement and Councilwoman Reardon

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

None.

PURCHASES

Request for Approval to Purchase a Linear Light Source for the Evidence Unit

[TMP-7059](#)

Attachments: [Linear Light Source Invoices](#)

Chief Evans briefly explains purchase of Linear Light Source for the Evidence Unit.

Request for Authorization to Purchase Two (2) Polaris Crew XP Units for the Police Department for \$61,497.42

[TMP-7061](#)

Attachments: [Polaris Quotes](#)

DC Botzum briefly explains the purchase of 2 Polaris Crew XP Units.

Amendment to the Current Sole Source Agreement with Blue Line Professional Consultants LLC

[TMP-7062](#)

Attachments: [Blue Line Professional Consultants Agreement](#)

DC Blackburn briefly explains amendment to Blue Line Professional Consultants LLC.

Councilwoman Reardon comments about funding.

Councilman Clement asks question, DC Blackburn answers.

A motion was made by Councilman Joe Clement, seconded by Councilwoman Sherri Reardon, to recommend for approval COUNCIL MEMO #TMP-7059, TMP-7061, TMP-7062.

The motion carried by the following vote:

Aye: Councilwoman Hallums Quillman, Councilman Clement and Councilwoman Reardon

ORDINANCES

None.

RESOLUTIONS

Resolution to Approve a Community Memorandum of Agreement between the City of Joliet and the Will County Health Department Regarding the Integrated Referral and Intake System

[TMP-7069](#)

Attachments: [IRIS Community MOA Will County](#)
[IRIS MOA Resolution](#)

Chief Carey briefly explains the MOU with IRIS.

A motion was made by Councilman Joe Clement, seconded by Councilwoman Sherri Reardon, to recommend for approval COUNCIL MEMO #TMP-7069: Resolution to Approve a Community Memorandum of Agreement between the City of Joliet and the Will County Health Department Regarding the Integrated Referral and Intake System.

The motion carried by the following vote:

Aye: Councilwoman Hallums Quillman, Councilman Clement and Councilwoman Reardon

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

None.

PUBLIC COMMENTS

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

None.

ADJOURNMENT

A motion was made by Councilman Clement, seconded by Councilwoman Reardon, that this was adjourn.

The motion carried by the following vote:

Aye: Councilwoman Hallums Quillman, Councilman Clement and
Councilwoman Reardon

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact Christa M. Desiderio, City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-7136

Agenda Date: 4/2/2024

TO: Public Safety Committee

FROM: Deputy Chief Christopher Botzum

SUBJECT:
Request for Authorization to Pay STARCOM User Fees

BACKGROUND:

The City of Joliet initially entered into a contract with the Motorola-owned STARCOM statewide public safety radio system in 2011. Under that contract, portable and mobile radios were purchased for the Police, Fire, and Public Works Departments. These radios are referred to as “subscriber units” and the contract per radio used on the system at the time was a local use rate of \$30 a radio per month. In March 2014 the prepaid “airtime” fee was exhausted. The State negotiated a 10-year contract rate per radio used on the system at a local use rate of \$34. This rate expired in 2022 and the State of Illinois and Motorola were in negotiations till they signed another 10-year contract in July of 2023. Every July the user fees go up until June of 2033 when the contract expires.

CONCLUSION:

The exact cost of the user fee rate price per radio used on the system is dependent on the number of radios used each month. Increasing personnel in any of the departments will necessitate the purchase of additional radios, which will cause the user fees to increase. The City of Joliet currently has about 530 radios being used on the STARCOM system for both Police and Fire. The current contract fees between the State of Illinois and Motorola are \$41 a radio per month for local cities. In July of 2024, the fees go up to \$46 per radio per month.

10-Year STARCOM Contract Rate Schedule:

10 YEAR STARCOM 21 CONTRACT RATES WITH NO INFRASTRUCTURE LIFECYCLE INVESTMENT											
Rate Category	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	AVG
Statewide Use	Allows for routine Statewide system access.										
Legacy Rate	\$65.00	\$73.00	\$81.00	\$86.00	\$89.00	\$91.00	\$93.00	\$94.00	\$95.00	\$96.00	\$86.30
County Use	Applies to Users that typically operate within the geographic boundaries of a single designated County. Usage outside the designated County is allowed only for emergency or mutual aid situations.										
Legacy Rate:	\$39	\$46.00	\$52.00	\$56.00	\$59.00	\$62.00	\$63.00	\$64.00	\$65.00	\$66.00	\$60.00
Local Use	Applies to Users that typically operate within the jurisdictional boundaries of a City, Village, Town. Usage outside the designated boundaries is allowed only for emergency or mutual aid situations.										
Legacy Rate:	\$34	\$41.00	\$46.00	\$49.00	\$51.00	\$53.00	\$55.00	\$56.00	\$57.00	\$58.00	\$52.50
Limited Use	Applies to Users that require access on a limited basis for the purpose of mutual aid, interoperability or intermittent operations. May also apply to occasional access to data features, local emergency and event coordination outside of the SWIT irregular or infrequent use.										
Legacy Rate:	\$18	\$23.00	\$26.00	\$29.00	\$31.00	\$33.00	\$35.00	\$36.00	\$37.00	\$38.00	\$32.70
Rural Rate: N/A	Applies to Users that require access on a limited basis for the purpose of daily operations for rural public safety agencies within counties below 15,000 population. May also apply for local emergency and event coordination outside of the SWIT program.										
	\$19.00	\$20.00	\$21.00	\$23.00	\$24.00	\$25.00	\$26.00	\$27.00	\$28.00	\$29.00	\$24.20
Dual Radio	Users with vehicles that have a mobile and portable STARCOM21 radio assigned would be billed at the monthly Limited use rate for their secondary radio. The primary radio would be billed at their normal rate class, limitations apply. See notes below.										
Discounting		\$23.00	\$26.00	\$30.00	\$32.00	\$34.00	\$36.00	\$38.00	\$39.00	\$40.00	\$33.90
Legacy Rate:											
Campus	Applies to Users with geographically concentrated operations and high User counts. Typical examples include prisons, college campuses or hospitals. Assumes Users will rarely roam off their designated campus. Use of the Campus Use rate is subject to the approval of the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions. Rates are negotiated on a case-by-case basis and are determined by assessing User operational and technical parameters and will be reviewed by the STARCOM21 Oversight Committee and/or its designee. Rates are memorialized in the State's Basic Ordering Agreement (BOA) for State Agency Users and in User Agreements for non-State Agencies Users.										
	\$4.00	\$7.00	\$9.00	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$11.10
Specialty Use	Applies to Users that require only occasional emergency use of the network or as authorized under agreement with the Statewide Interoperability Template SWIT, IDPH or other entities as approved by the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions.										
Legacy Rate:	\$10	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
GPS \$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
VoLTE \$15.00	Android/iOS handheld cellular application for connection to the LMR network (previously known as WAVE).										
	\$15.00	\$16.00	\$17.00	\$17.00	\$18.00	\$18.00	\$19.00	\$19.00	\$20.00	\$20.00	\$17.90
Rate table period July 1, 2023 - June 30, 2033											
Annual rate updates take effect July 1st each calendar year											
CPI - Rates subject to adjustment annually if CPI exceeds 4% annually (Annual = June 1st - May 31st 12-month period)											
Motorola Solutions & the State of IL will meet quarterly to coordinate ongoing creation of User Base Growth Plan											
Beginning July 1, 2025, the user counts will be reviewed annually to assess if the User Rate Adjustment Tables apply based on user count changes from the established baseline in this table											
Existing GPS Users as of June 30, 2023 will remain at \$0 price level - GPS rates applicable to new users after that date											

In accordance with section 2-438 of the City of Joliet Code of Ordinances which states that purchases over \$25,000.00 may be awarded without written specifications or bidding under certain circumstances. Two of these circumstances apply:

- (a) Purchases which may only be practicably made from a single source.
- (c) Purchases of equipment which, by reason of training of city personnel or an inventory of replacement parts maintained by the city, are compatible with the existing equipment owned by the city.
- (f) Purchases when authorized by a vote of two-thirds (2/3) of all members of the city council holding office.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council authorize payment to Motorola Solutions as described in the monthly listed fee schedule from July 1st, 2023, through June 30, 2033.

The estimated cost for 2024 will be about \$280,000. There are currently funds budgeted from Org Code: 06001000, Object Code: 524302 in the amount of \$250,000. We are also seeking a budget amendment to accommodate the additional \$30,000 in yearly user fees for 2024.

10 YEAR STARCOM 21 CONTRACT RATES WITH NO INFRASTRUCTURE LIFECYCLE INVESTMENT

Rate Category	User Count	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	AVG
Statewide Use Legacy Rate \$50	7,583	Allows for routine Statewide system access.										
		\$65.00	\$73.00	\$74.00	\$75.00	\$76.00	\$77.00	\$78.00	\$79.00	\$80.00	\$81.00	\$75.80
County Use Legacy Rate: \$39	5,545	Applies to Users that typically operate within the geographic boundaries of a single designated County. Usage outside the designated County is allowed only for emergency or mutual aid situations.										
		\$46.00	\$52.00	\$56.00	\$59.00	\$62.00	\$63.00	\$64.00	\$65.00	\$66.00	\$67.00	\$60.00
Local Use Legacy Rate: \$34	8,436	Applies to Users that typically operate within the jurisdictional boundaries of a City, Village, Town. Usage outside the designated boundaries is allowed only for emergency or mutual aid situations.										
		\$41.00	\$46.00	\$49.00	\$51.00	\$53.00	\$55.00	\$56.00	\$57.00	\$58.00	\$59.00	\$52.50
Limited Use Legacy Rate: \$18	4,832	Applies to Users that require access on a limited basis for the purpose of mutual aid, interoperability or intermittent operations. May also apply to occasional access to data features, local emergency and event coordination outside of the SWIT irregular or infrequent use.										
		\$23.00	\$26.00	\$29.00	\$31.00	\$33.00	\$35.00	\$36.00	\$37.00	\$38.00	\$39.00	\$32.70
Rural Rate: N/A	0	Applies to Users that require access on a limited basis for the purpose of daily operation for rural public safety agencies within counties below 15,000 population. May also apply for local emergency and event coordination outside of the SWIT Program.										
		\$19.00	\$20.00	\$21.00	\$23.00	\$24.00	\$25.00	\$26.00	\$27.00	\$28.00	\$29.00	\$24.20
Dual Radio Discounting Legacy Rate: \$18	4,853	Users with vehicles that have a mobile and portable STARCOM21 radio assigned would be billed at the monthly Limited use rate for their secondary radio. The primary radio would be billed at their normal rate class. Limitations apply. See notes below.										
		\$23.00	\$26.00	\$30.00	\$32.00	\$34.00	\$36.00	\$38.00	\$39.00	\$40.00	\$41.00	\$33.90
Campus	3,995	Applies to Users with geographically concentrated operations and high User counts. Typically examples include prisons, college campuses or hospitals. Assumes Users will rarely roam off their designated campus. Use of the Campus Use rate is subject to the approval of the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions. Rates are negotiated on a case-by-case basis and are determined by assessing User operational and technical parameters and will be reviewed by the STARCOM21 Oversight Committee and/or its designee. Rates are memorialized in the State's Basic Ordering Agreement (BOA) for State Agency Users and in User Agreements for non-State Agencies Users.										
		\$4.00	\$7.00	\$9.00	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00	\$16.00	\$11.10
Specialty Use Legacy Rate: \$10	5,026	Applies to Users that require only occasional emergency use of the network or as authorized under agreement with the Statewide Interoperability Template SWIT, IDPH or other entities as approved by the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions.										
		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
GPS: \$2.00	N/A	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
VoLTE: \$15.00	1,413	Android/iOS handheld cellular application for connection to the LMR network (previously know as WAVE).										
		\$15.00	\$16.00	\$17.00	\$17.00	\$18.00	\$18.00	\$19.00	\$19.00	\$20.00	\$20.00	\$17.90

Rate Table period July 1, 2023 – June 30, 2033

Annual rate updates take effect July 1st each calendar year

CPI – Rates subject to adjustment annually if CPI exceeds 4% annually (Annual = June 1st – May31st 12-month period)

Motorola Solutions & the State of IL will meet quarterly to coordinate ongoing creation of User Base Growth Plan

Beginning July 1, 2025, the user counts will be reviewed annually to assess if the User Rate Adjustment Tables apply based on the user count changes from the established baseline in the table

Existing GPS Users as of June 30, 2023 wil remain ar \$0 price level – GPS rates applicable to new users after the date



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-7160

Agenda Date: 4/2/2024

TO: Public Safety Committee

FROM: William Evans, Police Chief

SUBJECT:

Amended Intergovernmental Agreement between the City of Joliet and the Will County Sheriff's Office for Warrant Processing Fees

BACKGROUND:

In the past, the Will County Sheriff's Office has stored and maintained warrants originating from law enforcement agencies throughout Will County including the Joliet Police Department. Through this service, the County has borne the responsibility of picking up wanted subjects being held in other jurisdictions, transporting them to the Will County Jail, and entering the warrants into various law enforcement databases (the Illinois Law Enforcement Agencies Data System [LEADS] and the National Crime Information Center [NCIC]).

Pursuant to Illinois Statute 55 ILCS 5/3-6019, the Will County Sheriff's Office can require law enforcement agencies throughout Will County to not only store and maintain its own warrants, but also pick up wanted subjects being held in other jurisdictions and transport them to the Will County Jail. The Will County Sheriff's Office has decided to exercise the provisions set forth in the statute and require all Will County law enforcement agencies to implement their own warrant program or, for an annual fee payable to the Will County Sheriff's Office, contract with Will County to continue this service.

CONCLUSION:

Due to the expense associated with implementing a warrant program locally, the Police Department has determined that it would be cost effective to contract with the Will County Sheriff's Office to continue the existing warrant service rather than hire and train additional staff members within the department. The annual cost of \$45,263.83 and will be funded from (Org: 06001000, Object: 523300).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve a amended Intergovernmental Agreement with the Will County Sheriff's Office to contract warrant services.

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE WILL COUNTY SHERIFF AND THE
CITY OF JOLIET**

WHEREAS, the County of Will is unit of local government and a body corporate and politic (hereinafter sometimes referred to as "Will County") having a population of more than 600,000; and

WHEREAS, the Will County Sheriff is an elected official of Will County; and

WHEREAS, **THE CITY OF JOLIET** is a unit of local government, a municipality, body corporate and politic; and

WHEREAS, **THE CITY OF JOLIET** maintains a law enforcement agency (hereinafter sometimes referred to as "referenced originating law enforcement agency") other than the Will County Sheriff within Will County; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1, et. seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, pursuant to 55 ILCS 5/3-6019: "Sheriffs shall serve and execute, within their respective counties, and return all warrants, process, orders and judgments of every description that may be legally directed or delivered to them. A sheriff of a county with a population of less than 1,000,000 may employ civilian personnel to serve process in civil matters. If an arrest warrant upon complaint under Section 107-9 of the Code of Criminal Procedure of 1963; or a warrant of arrest due to failure to appear under Section 107-12 of the Code, originated from a law enforcement agency other than the county sheriff's office, then the county sheriff of a county with a population of more than 600,000 may require that law enforcement agency to store and maintain the warrant. That law enforcement agency is responsible for entering the warrant into the Illinois Law Enforcement Agencies Data System (LEADS) and the National Crime Information Center Database (NCIC), The county sheriff may require the originating law enforcement agency to arrange for transportation of the wanted person to the county jail. Originating agencies may contract with the county sheriff or another law enforcement agency to store, maintain, and provide transportation of the wanted person to the county jail. Any law enforcement agency or regional dispatch center may act as holder of the warrant for an originating agency that has no telecommunications equipment."

WHEREAS, the Will County Sheriff has elected to require law enforcement agencies in Will County to store and maintain warrants originating from that law enforcement agency and for originating law enforcement agencies to provide transportation of the wanted person to the county jail; and

WHEREAS, the referenced originating law enforcement agency has decided to contract with the Will County Sheriff to store and maintain warrants originating from that law enforcement agency and to provide transportation of wanted persons to the county jail and the Will County Sheriff has also agreed to contract to provide this function for the referenced originating law enforcement agency pursuant to the terms stated in this paragraph;

SECTION 1. The parties have agreed to the reasonable cost of **\$45,263.83 PER YEAR PAYABLE ON OR BEFORE MAY 1 each year** to be paid to the Will County Sheriff from the referenced originating law enforcement agency for the Will County Sheriff to store and maintain warrants originating from that law enforcement agency and to provide transportation of wanted persons to the county jail that are the responsibility of the referenced originating law enforcement agency; and

SECTION 2. The parties agree that the storing and maintaining warrants originating from that law enforcement agency and the transport of wanted persons to the county jail that are the responsibility of the referenced originating law enforcement agency shall be contracted to the Will County Sheriff at the above stated cost during the pendency of this agreement.

SECTION 3. Either party may cancel this agreement by providing written notification to the other party with ninety (90) days-notice. Furthermore, this contract terminates on November 30, 2026.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed between the Will County, the Will County Sheriff and the referenced originating law enforcement agency that the preamble to this agreement is hereby incorporated herein as if fully set forth in this provision.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized.

Will County Sheriff

Chief of Police

Date

Date



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-7123

Agenda Date: 4/2/2024

TO: Public Safety Committee

FROM: Greg Blaskey, EMA Director

SUBJECT:

Ordinance Amending and Retiling Chapter 9, Emergency Management Agency of the City of Joliet Code of Ordinances

BACKGROUND:

The City of Joliet Emergency Management Agency was adopted through ordinance in 1961 and amended in 1975. The ordinance is maintained to provide guidance and direction through the implementation and adoption of current state and federal statutes to protect the citizens of Joliet during an emergency or disaster and to allow for a recovery process that will assure residents can receive state and local aid if needed. As state statutes and best practices adapt to meet the current federal requirements through presidential directive or FEMA guidelines, the City of Joliet must assure our local ordinance reflects these changes.

CONCLUSION:

The City of Joliet Emergency Management Agency along with Interim Corporation Counsel is bringing forth an amended Emergency Management Ordinance to replace the existing ordinance, Chapter 9, Sections 9.1-9.15 to reflect current statute and best practice.

RECOMMENDATION:

Based on the above, it is recommended the Mayor and City Council approve the amended ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING AND RETITLING CHAPTER 9, EMERGENCY MANAGEMENT
AGENCY OF THE CITY OF JOLIET CODE OF ORDINANCES**

(Amending Chapter 9 to be consistent with state statute and updated language)

WHEREAS, the Mayor and City Council of the City of Joliet, Illinois (City) has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, the Mayor and City Council recognize that the Code of Ordinances should be updated from time to time; and

WHEREAS, the Mayor and City Council recognize that the current Chapter 9 of the Code of Ordinances was enacted in 1977; and

WHEREAS, relevant state statutes, nomenclature, and the nature of society has changed significantly in the decades since; and

WHEREAS, the City of Joliet is a home rule unit of local government.

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS,
PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:**

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the remainder of this Ordinance are true, correct and complete and are hereby incorporated into this Ordinance by reference.

SECTION 2: The Mayor and City Council find that due to the possibility of the occurrence of a local emergency or disaster of unprecedented size and impact resulting from natural, technological, or human-caused means, and in order to ensure the city is prepared to adequately respond to emergencies or disasters, secure and preserve lives and property of the people, and protect the public in an incident or event, it is necessary to establish an emergency management agency in and for the city.

SECTION 3: In accordance with the Illinois Emergency Management Act (20 ILCS 3305 et seq.), and in the full exercise of the home rule authority conferred by the Illinois constitution, the city council hereby establishes an emergency management agency within and as a division of the Office of the City Manager.

SECTION 4: That Chapter 9 of the Code of Ordinances shall be retitled and amended to read as follows:

Chapter 9

Emergency Management Agency

Sec 9-1 Designation as Emergency Management Agency.

The division of emergency management shall be known as the City of Joliet Emergency Management Agency and shall be designated as the local emergency management agency of the city for the purposes of the Act.

Sec 9-2 Definitions.

1. Definitions. As used in this article, the following terms are defined as follows:
 1. “Act” means the Illinois Emergency Management Act, 20 ILCS 3305, et. seq., and includes any administrative rules adopted pursuant thereto;
 2. “Agency” or “EMA” means the office of the emergency management agency;
 3. “Coordinator” means the head of the emergency management agency;
 4. “Continuity of Operations” means a coordinated effort within the city to ensure that its functional units can continue to perform their primary essential functions during a wide range of natural, technological, and human-caused incidents.
 5. “Cyber Incident” means an event occurring on or conducted through a computer network that actually or imminently jeopardizes the integrity, confidentiality, or availability of computers, information or communications systems or networks, physical or virtual infrastructure controlled by computers or information systems, or information resident thereon that affect or control infrastructure or communication networks utilized by the public.
 6. “Disaster” means an occurrence or threat of widespread or catastrophic damage, injury, loss of life, or property resulting from any natural, technological, or human-caused incident that necessitates major supplemental assistance and action.
 7. “Disaster Training Exercise” means a planned event realistically simulating a disaster, conducted for the purpose of evaluating the city’s coordinated emergency management capabilities and provide emergency operations training for emergency response personnel. Actual response by Agency volunteers to local emergency situations not qualifying as disasters, as defined in this section, is considered a disaster training exercise. Provided, however, that performance of the usual and customary functions of a political subdivision (e.g. police, fire, or emergency medical services) is not included within this definition of a disaster training exercise.
 8. “Emergency” means an occurrence or threat of severe damage, injury, loss of life, or property resulting from natural, technological, or human-caused incidents that necessitates minor supplemental assistance and action.
 9. “Emergency Management” means the efforts of the city to develop, plan, analyze, conduct, provide, implement, and maintain programs for emergency and disaster preparedness, response, recovery, and mitigation.

10. "Emergency Operations Center" means the virtual or physical location at which the coordination of information, resources to support strategic (jurisdiction-wide), and resources to support tactical (on-scene) incident management activities takes place.
11. "Emergency Operations Plan" means the written plan of the city describing the organization, mission and functions of the government and supporting services for responding to and recovering from emergencies and disasters and shall take into account the needs of the whole community including but not limited to individual households, functional and access needs individuals, individuals with pets and/or service animals, schools, businesses, etc.
12. "Emergency Services" means the preparation for and the carrying out of such functions, other than functions for which military forces are primarily responsible, as may be necessary or proper to prevent, minimize, repair and alleviate injury and damage resulting from emergencies or disasters caused by natural, technological, or human-caused incidents. These functions include, without limitation, firefighting services, police services, medical and health services, rescue, engineering, warning services, communications, hazardous materials, evacuation of persons from stricken areas, emergency assigned functions of plant production, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to the preparation for carrying out the foregoing functions.
13. "Joint Information System" means the structure that integrates overarching incident information and public affairs in a cohesive organization designed to provide consistent, coordinated, accurate, accessible, timely, and complete information during emergency or disaster operations.
14. "Local Emergency Declaration" means a local emergency or instance, in determination by the mayor, which activates the emergency operations plan of the city and furnishes aid and assistance to save lives, protect public health and safety, or to lessen or avert the threat of severe damage.
15. "Local Disaster Declaration" means a local disaster causing sufficient severity and magnitude, as determined by the mayor, which activates the emergency operations plan of the city and furnishes aid and assistance to alleviate the damage, loss, hardship, or suffering caused thereby.
16. "Mayor" means (1) the mayor or (2) in the event the mayor is incapacitated or absent and thereby prevented from performing the duties of the office, the person authorized by law or ordinance to exercise the powers of the mayor, including the mayor pro tem, an acting mayor, or a person designated as an interim emergency successor.
17. "National Incident Management System" (NIMS) means the comprehensive approach to domestic incident management as established by Homeland Security Presidential Directive/HSPD-5, that ensures all levels of government across the nation have the capability to work efficiently and effectively together using a national approach to

domestic incident management and provides a consistent nationwide approach to federal, state and local governments to work together to prepare for, respond to, and recover from domestic incidents regardless of the cause, size or complexity and it also provides for interoperability and compatibility among federal, state and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the incident command system, unified command, training, and management of resources and reporting.

18. "Public Health Emergency" means an occurrence or imminent threat of an illness or health condition that:
 1. Is believed to be caused by any of the following:
 1. Bioterrorism;
 2. The appearance of a novel or previously controlled or eradicated infectious agent or biological toxin;
 3. Natural disaster;
 4. A chemical attack or accidental release; or
 5. A nuclear attack or accident; and
 2. Poses a high probability of any of the following harms:
 1. A large number of deaths in the affected population;
 2. A large number of serious or long-term disabilities in the affected population; or
 3. Widespread exposure to an infectious or toxic agent that possess a significant risk of substantial future harm to a large number of people in the affected population.
19. "Statewide Mutual Aid Organization" means an entity with local government members through the state that facilitates temporary assistance through its members in a particular public safety discipline, such as police, fire, or emergency management when an occurrence exceeds a member jurisdiction's capabilities.
20. "Volunteer" means any individual, group, corporation, agency, or other entity contributing services, equipment or facilities to Agency without remuneration.

Sec 9-3 Personnel

1. The City Manager shall appoint the coordinator in the manner consistent with the appointment of the heads of the divisions within city departments.
2. The coordinator shall:

1. Manage the day-to-day operations of the agency and coordinate the emergency management program;
 2. Carry into execution the functions of the agency as defined by sec. 9-4;
 3. Perform the duties of the coordinator of a local emergency management agency as may be provided by the Act.
3. The coordinator shall supervise and manage such personnel as may be assigned to the agency or authorized by its annual budget.

Sec 9-4 Organization, Duties And Responsibilities

1. Emergency Operations. Upon the issuance or proclamation of local disaster declaration or emergency declaration by the mayor under Chapter 2 of this Code or as otherwise provided by law, the agency shall immediately implement the emergency operations plan.
2. Duties and Responsibilities. The Agency's duties and functions include, but are not limited to:
 1. In cooperation with, and support from all city departments, analyze threats and hazards; implementing mitigation strategies to reduce hazards and increase resilience; developing, revising, and maintaining emergency plans and procedures; and participating in training, exercising, and evaluation of programs designed to train responders, emergency workers, crisis managers, and the community;
 2. Developing, reviewing and maintaining the city's supplemental and supporting documents to the emergency operations plan as deemed appropriate and necessary by the coordinator or by state or federal regulations;
 3. Determining the resource requirements of the city for goods, services, supplies, facilities, personnel and other necessities in the event of an emergency or disaster;
 4. Preparing and maintaining an emergency resource guide with a listing of response and recovery resources and subject-matter experts with emergency management training and skills in functional areas of preparedness, response, recovery, and mitigation;
 5. Developing, conducting, or facilitating emergency management training, exercises, and education programs for city employees as well as the general public designed to enhance preparedness and test response capabilities of the city to emergencies and disasters;
 6. Establishing and maintaining a communications system within the emergency operations center capable of communicating with key officials and other local departments as well as appropriate county, state, and federal agencies and utilizing these systems and others as appropriate to manage communication resources during emergencies or disasters;

7. Receiving and analyzing information regarding potential threats or hazards, regardless of their nature, and disseminating timely and factual information to city officials and as appropriate, the general public to the maximum extent possible;
8. Facilitating agreements between city departments, local municipalities, state and federal agencies, and whole-community partners to strengthen preparedness, response, recovery, and mitigation efforts and participating during emergencies and disasters affecting the city;
9. Enhancing the capability of the city to respond to an emergency or disaster incident by maintaining a unified and coordinated operational structure and process responsible for coordinating critical resource support and continuity of operations through the emergency operations center;
10. Supporting the National Incident Management System (NIMS) and other federal frameworks, in preparation for, and throughout the response and recovery phases of an emergency, disaster, or incident of national significance, through the activation of the city emergency operations center and applicable plans;
11. Providing input and assisting in the development of emergency and disaster related ordinance(s), proclamations, or executive orders, as necessary;
12. Acting as a coordinating and support agency to coordinate the recruitment of volunteer personnel and non-profit organizations to facilitate the availability and use of volunteers needed to augment city personnel during an emergency or disaster;
13. Maintaining communication and cooperation with local municipalities, county and state governments, and any public or private agency or entity in achieving any purpose of this ordinance, and in implementing emergency management programs for preparedness, response, recovery and mitigation;
14. Supporting a joint information system for the development and issuance of media releases in preparation for, or during periods of impending or actual disaster or other emergency or disaster situation;
15. Supporting any city department by providing disaster, emergency, and non-emergency functions such as, but not limited to: traffic and crowd control, communications, severe weather spotting, ground search and rescue, and public relations/education activities;
16. Doing all things necessary or incidental within the scope of emergency management activities in the implementation of this ordinance and in support of the Illinois Emergency Operations Plan.

Sec 9-5 Service As Mobile Support Team

1. All or any members of the agency may be designated as members of a mobile support team created by the governor or director of the state emergency management agency as provided by law.
2. The leader of such mobile support team shall be designated by the director of the state emergency management agency.
3. Any member of a mobile support team who is a city employee or officer while serving on call to duty by the governor, or the state director, shall receive the compensation and have the powers, duties, rights and immunities incident to such employment or office. Any such member who is not a paid officer or employee of the city, while so serving, shall receive from the state reasonable compensation as provided by law.

Sec 9-6 Agreements With Other Political Subdivisions

The coordinator may negotiate mutual aid agreements with other cities or political subdivisions of the state on behalf of the city council, but no such agreement shall be effective until it has been approved by the mayor and city council.

Sec 9-7 Emergency Action

A Governor's proclamation of a disaster shall activate the State Emergency Operations Plan, and political subdivision emergency operations plans applicable to the political subdivision or area in question and be authority for the deployment and use of any forces that the plan or plans apply and for use of distribution of any services, equipment, supplies, and facilities to be made available, to the maximum extent practicable under the act or any other provision of law relating to disasters.

Sec 9-8 Reimbursement By State

The state treasurer may receive and allocate to the appropriate fund, any reimbursement by the state to the city for compensated expenses related to services and expense of members of a mobile support team while serving outside the city in response to a call by the governor or the director of the state emergency management agency, as provided by law, and any other reimbursement made by the state incident to emergency management agency activities as provided by law.

Sec 9-9 Purchases And Expenditures

1. The city council may authorize any purchase of contracts necessary to place the city in a position to combat effectively any emergency or disaster resulting from natural, technological or human-caused incidents to protect the public health and safety, protect the environment and property, and provide emergency or disaster assistance to victims.
2. In the event of natural, technological, or human-caused emergency or disaster, the coordinator is authorized, on behalf of the city, to procure such services supplies, equipment or material as may be necessary for such purposes, in view of the exigency without regard to the statutory

procedures or formalities normally prescribed by law pertaining to city contracts or obligations, as authorized by The Illinois Emergency Management Act (20 ILCS 3305 et seq.), provided that if the city council meets at such time shall act subject to the directions and restrictions imposed by that body.

Sec 9-10 Oath

Every person appointed to serve in any capacity in the agency shall, before entering upon such duties subscribe to the following oath, which shall be filed with the coordinator: "I _____, do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions, and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am affiliated with the city emergency management agency organization, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence."

Sec 9-11 Office

The city manager may designate space in a city building, or elsewhere, as may be secured for such use by the city council for the agency as its office.

Sec 9-12 Training And Exercise Notification

1. Prior to conducting an emergency or disaster exercise, the coordinator shall provide the area media with written notification of the exercise. Such notification shall indicate that information relating to the exercise shall not be released to the public until the commencement of the exercise. The notification shall also contain a request that the notice be so posted that all relevant media personnel are advised of the emergency or disaster training exercise before it begins.
2. During the conduct of such emergency or disaster exercise, all messages, two-way radio communications, personnel briefings, status reports, news releases, and other oral or written communications shall begin and end with a statement clearly identifying that the communication was issued pursuant to an exercise.

Sec 9-13 Testing Of Severe Weather Warning Sirens

The testing of severe weather warning devices including outdoor warning sirens shall be held only on the first Tuesday of each month at 10 o'clock in the morning or during exercises that are specifically expressly approved in advance by the Illinois Emergency Management Agency.

Sec 9-14 Authority To Accept Gifts, Grants Or Loans

1. Whenever any organization or agency thereof or whenever any person shall offer to the city services, equipment, supplies, materials, or funds by way of gift or grant for purposes of emergency management, the city manager may receive such services, equipment, materials or funds on behalf of the city.
2. The city treasurer shall make funds budgeted by the city council within the general corporate fund for emergency and disaster services purposes available to the coordinator for use in accordance with the proper purposes of the emergency management agency as established in this chapter. The city treasurer shall receive and record any donations, grants, and reimbursements made by the state or federal government or private entity to the emergency management agency of the general fund and make available for use in accordance with the intended purpose of the funds.

SECTION 5: In the event that any provision or provisions, or portion or portions of this ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.

SECTION 6: All ordinances directly in conflict with the terms of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be deemed severable and the invalidity of any portion hereof shall not invalidate the remainder.

SECTION 8: This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED this _____ day of _____, 2024.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____