

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF AURORA  
AND  
(insert name of party)**

This Memorandum of Understanding, hereinafter referred to as “MOU”, is made and entered into between the City of Aurora, hereinafter referred to as City, and (insert name of party), hereinafter referred to as (\*\*\*)

**I. Purpose**

The purpose of this MOU is to set forth the terms by which the City and (\*\*) will cooperate in disaster preparedness, mitigation, response, and recovery. The MOU will further set forth the terms whereby the City request aid and assistance from (\*\*) in the form of personnel, equipment, materials or other associated services, during times of emergency or disaster as defined herein. The City will plan to utilize (\*\*)’s [services/infrastructure/resource/manpower] to [source/store/transport/distribute food and water/supplies/equipment] in a coordinated response and recovery effort with other city resources. The responsibilities and services relied upon by the City are further described in Exhibit A attached to this MOU.

**II. Background**

Aurora Emergency Management is authorized by the Illinois Emergency Management Agency Act, 20 ILCS 3305 and Article 14 of the City of Aurora Ordinances to prepare for, respond to, and recover from emergencies and disasters within the city, including the provision of supplies, manpower, and resources. Pursuant to section 20 ILCS 3305/10(j) and Article 14-3(b)(8) the city may enter into contracts and incur obligations necessary to place it in a position to effectively combat disasters, protect the health and safety of persons, protect property, and provide emergency assistance to victims of disasters.

**III. Benefits**

This MOU provides multiple strategic advantages for both parties in the areas of economic efficiency, logistical coordination and operational readiness. Advance preparation reduces duplication of efforts and associated costs, by pre-establishing roles, responsibilities and resource-sharing agreements. It further enhances coordination of supply chains and distribution networks, especially for critical goods and services such as food, shelter, medical supplies and volunteer management. Response times are reduced by enabling pre-positioning and rapid deployment of

assets. Resource mobilization is streamlined by clarifying points of contact, communication protocols and staging areas in advance of an incident.

The advance planning provided by this MOU improves overall response effectiveness by leveraging the capabilities, experience and community relationships of non-profit entities. It also strengthens situational awareness and decision making through information sharing and joint planning. This promotes continuity of services to underserved or high-risk communities through coordinated support mechanisms. This MOU also facilitates eligibility for reimbursement under federal or state emergency assistance programs by establishing mutual understanding in advance.

#### **IV. Activation**

This MOU may be activated in response to a variety of incident types, including but not limited to natural, technological and human-caused events. Activation may occur in response to significant incidents that do not meet the legal threshold for a formal emergency declaration but require coordinated response efforts. (e.g. localized flooding, mass sheltering needs, extreme weather events, public health emergencies.) Activation may also occur through mutual agreement, based on the declaration or emergency by local, state, or federal authorities.

The process of activating this MOU will include but is not limited to a formal request for support by the City; a mutual confirmation of activation scope, duration and resource needs; and implementation of agreed upon coordination and communication protocols.

#### **V. Recovery**

Following the initial response phase, this MOU also supports collaboration during the recovery period. Continued engagement of non-profit partners during recovery ensures sustained support for impacted communities and facilitates a smoother transition to normal operations. Support may continue beyond the immediate emergency in situations where unmet needs persist, including ongoing shelter or housing assistance, food and water distribution, mental health or case management services, community clean-up and rebuilding activities.

The City may request continued engagement based on ongoing needs assessment conducted jointly with non-profit partners, availability of recovery funding or donations, community feedback or unmet service gaps and coordination with other recovery stakeholders (e.g. VOADs, local government, FEMA).

## **VI. Post Disaster Response**

Demobilization will be initiated when it has been determined that the objectives of the activation have been met or that support needs have transitioned to long-term recovery structures. The decision to demobilize will be guided by the City, in consultation with (\*\*\*). This may include consideration of a formal demobilization plan or checklist, closure of facilities or termination of services; transition of services to local agencies, long-term recovery groups, or other providers; and completion of a final coordination or debrief meeting to review outcomes and lessons learned.

## **VII. Finance**

This MOU is not a fiscal or funds obligation document. Any service, equipment or personnel provided to either party to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services or property among the parties will require the execution of a separate funding agreement and will be contingent upon the availability of appropriated funds. This MOU does not provide such authority.

## **VIII. Procurement**

Recognizing (\*\*\*)'s capability to respond to emergencies and disasters, (\*\*) will first respond to incidents with products that they have on hand and any supplemental product they receive as donations from the community, such that they are able to do so without disrupting their normal operations. Any funds or fiscal obligation on the part of the City will be provided through another document executed at the time this MOU is activated.

## **IX. Period of MOU**

The term of this MOU begins on the date the MOU is signed by all parties to the MOU below and is intended to continue in full force and effect for five years or until terminated by either party. Either party may propose revisions to this agreement, but this agreement may only be amended in a writing signed by both parties. Termination of this MOU by either party requires a ninety (90) day written notice delivered by hand or certified mail to the address listed below.

## **X. Non-Liability for failure to Render Aid**

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of (\*\*) prohibit

response. It is the responsibility of (\*\*\*) to immediately notify the City of its inability to respond; however, failure to immediately notify the City of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

#### **XI. Liability and Indemnity**

Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

All employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of (\*\*\*) or its employees shall be the sole and exclusive responsibility of (\*\*\*)

#### **XII. Confidentiality**

(\*\*\*) acknowledges that during the term of this Agreement it may be given certain confidential and proprietary information and materials of the city including information concerning the organization and operations of Aurora Emergency Management Agency, Aurora Fire Department, and Aurora Police Department. Such information and materials shall be the sole and exclusive property of the city, and (\*\*\*) agrees that it will not disclose such information or material to any person whatsoever without the explicit written consent of the City.

#### **XIII. Project Contact Information**

For purposes of routine communication related to the scope of services to be provided the following individuals shall be the point of contact for the parties.

CITY:  
EMA  
Position  
Department/Division  
Phone Number

(\*\*\*):  
Name, Position  
Partner Name  
Phone Number

#### **XIV. Notice**

Notices or other writings which either party is required to, or may wish to send to the other in connection with this MOU, shall be delivered personally or sent by U.S. registered or certified mail, return receipt required addressed as follows:

If to the City:  
City of Aurora  
EMA  
44 East Downer Place  
Aurora, Illinois 60507

With a Copy to:  
City of Aurora  
Corporation Counsel  
44 E. Downer Place  
Aurora, Illinois 60507

If to the (\*\*\*):  
(Insert name of partner)  
c/o (insert contact person)  
(Insert address of partner)  
Aurora, Illinois 60505

#### **XVI. Miscellaneous**

- A.** To facilitate and accomplish the goals and objectives set forth in this MOU, (\*\*\*) and the City will meet as necessary and appropriate to discuss issues of mutual interest and assess progress in accomplishing the desired objectives.
- B.** This MOU is not legally binding and does not create enforceable rights or obligations under international or domestic law. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty
- C.** Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise between the parties. No party shall have authority or power to bind the other or to contract

in the name of, or create a liability against, the other in any way or for any purpose whatsoever.

**D.** The Section headings of this MOU are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.

**E.** This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary.

By signing below, each party states their understanding of an agreement with the terms and conditions as set forth in this Memorandum of Understanding.

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Name, Position  
Department/Division  
City of Aurora, Illinois

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Date signed

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Name, Position  
Partner Name  
City and State

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Date signed

**EXHIBIT A**  
**Scope of Work**