

ILEAS Non-Member Affiliate Mutual Aid Agreement

This ILEAS Non-Member Affiliate Mutual Aid Agreement (hereinafter referred to as "INAMA") is executed by the parties shown on last page hereof on the date that is set forth on the last page of this INAMA for the uses and purposes set forth herein.

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of agreements on matters such as law enforcement Mutual Aid, *towit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and;

Whereas, by virtue of a certain Law Enforcement Mutual Aid Agreement (hereinafter "LEMAA") that has been executed in multiple counterparts by various Public Agencies of the State of Illinois (and which also formed the Public Agency Illinois Law Enforcement Alarm System, which is hereinafter referred to as "ILEAS"), ILEAS was granted the power, *inter alia*, to "enter into contracts [and] agreements . . . necessary to the functions and operations of ILEAS," and;

Whereas, by virtue of a certain LEMAA that has been executed in multiple counterparts by various Public Agencies of the State of Illinois, ILEAS was additionally charged with the responsibility to enter into agreements with Non-Public Agencies known as Non-Member Affiliates (as defined in the LEMAA and referred to herein as an "NMA," or, in the plural, as "NMAs") to provide or receive law enforcement services and;

Whereas, ILEAS, under terms and conditions to be determined by the Governing Board of ILEAS, was mandated:

- (a) to enter into agreements permitting peace officers of an NMA to

provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and to permit utilization of ILEAS coordination services,

- (b) to enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the NMA and to permit utilization of ILEAS coordination services,

so long as the NMA was permitted to do so by law and this INAMA seeks to accomplish such requirements imposed on ILEAS, and;

Whereas the goal(s) of permitting NMAs (as defined in the LEMAA) to plan, coordinate and share with the Signatory Public Agencies forming ILEAS, as set forth in the LEMAA, include(s), *inter alia*:

- (a) the provision of counsel, advice, experience and different points of view as to the provision of law enforcement services, and;
- (b) the coordination, cooperation, planning and sharing between Signatory Public Agencies to the LEMAA and NMAs, and;
- (c) in situations of emergency or disaster, the provision or receipt of, law enforcement services as between Non-Member Affiliates and the Signatory Public Agencies forming ILEAS

and;

Whereas, it is understood and agreed that the Signatory NMA to this INAMA has:

- (a) read, reviewed and understood the provisions of the LEMAA form which grants the privilege of the NMA to assume an NMA status, and;
- (b) read, reviewed and understood the powers, duties, obligations, rights and privileges of Signatory Parties to the LEMAA form agreement and ILEAS, and;
- (c) read, reviewed and understood the conditions, obligations,

duties, rights and privileges of affiliation for NMAs, and;
(d) recognized that this INAMA is intended to be read in conjunction with, and consistently with, the LEMAA form, and;

Whereas, the specific intent of this INAMA, consistent with the LEMAA form agreement, is to safeguard the lives, persons and property of citizens of the State of Illinois during an emergency or disaster by enabling other entities possessing police powers to provide or receive additional resources, equipment and/or Law Enforcement Personnel as needed,

Now, therefore, the undersigned, do hereby enter into this Agreement and agree and contract as follows:

1. Definitions. The following definitions apply to this INAMA (the plural version of any defined term meaning two or more instances of the defined term):

a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or

organizational response capabilities of a unit of local, state or federal government.

ILEAS, for and on behalf of Signatory Public Agencies to the LEMAA and pursuant to its authority under section 3(d)(10) and the mandate of section 6(c)(4)(b) of the LEMAA form agreement, does hereby agree that for purposes of this INAMA, the term Emergency shall include a natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of an NMA.

c. Illinois Law Enforcement Alarm System (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to the LEMAA, or continued from prior agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois.

d. Law Enforcement Personnel – An employee of an Affiliate or Signatory Public Agency who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

e. Law Enforcement Mutual Aid Agreement or "LEMAA" – a Mutual Aid Agreement executed in multiple counterparts, having initial signatories in 2014, and by which Public Agencies created ILEAS pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)

f. Mutual Aid – Assistance provided by an Affiliate or Signatory Public Agency to another Affiliate or Signatory Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

g. Non Member Affiliate (or the abbreviation "NMA") - An incorporeal entity, which is not a Public Agency, but which has been vested with police powers by the State of Illinois, and which:

1. would be eligible to request or provide law enforcement mutual

aid, and;

2. has entered into an agreement with ILEAS to be a Non-Member Affiliate and abide by the provisions of the LEMAA applicable to Non-Member Affiliates.

h. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).

i. Requesting Agency – An NMA or Signatory Public Agency that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

j. Responding Agency – An NMA or Signatory Public Agency that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Agency during an Emergency or Disaster.

k. Signatory Public Agency – a Public Agency that has executed the LEMAA.

2. Acknowledgement of the Provisions of the LEMAA Form Agreement.

The parties to this INAMA understand and agree that, consistent with the recitals above, this INAMA is authorized by the LEMAA form agreements that have been executed by various Public Agencies and referenced herein. Further, the parties to this INAMA agree that this INAMA should be read consistently with, and in conjunction with, the LEMAA form agreement in order to ascertain the meaning and purpose of the INAMA. All parties to this INAMA agree that they have reviewed, read and understood the LEMAA form agreement, a copy of said LEMAA form agreement being attached hereto as Exhibit A for reference purposes.

3. Agreement to Participate in Law Enforcement Mutual Aid.

The undersigned NMA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Agency, available and useful and being requested by a Requesting Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction's property, citizenry or personnel.

ILEAS, for and on behalf of Signatory Public Agencies to the LEMAA and pursuant to its authority under section 3(d)(10) and the mandate of section 6(c)(4)(b) of the LEMAA form agreement, does hereby agree that any NMA may also be a Requesting Agency in order to receive law enforcement services in an Emergency or Disaster from those Signatory Public Agencies who have executed a valid LEMAA.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Agency exceed its resources. Responding Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Agency as soon as the situation is restored to the point where the Requesting Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and

consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Agency to request assistance from a Responding Agency, he is hereby authorized to do so under the terms of this INAMA and the LEMAA. The highest-ranking officer present of the Responding Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Agencies shall report to, and shall work under, the direction and supervision of the Requesting Agency. Provided, however, that at all times, the personnel of the Responding Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under the terms of this INAMA and the LEMAA shall be provided without reimbursement to the Responding Agency from the Requesting Agency. Nothing contained herein shall prohibit a Responding Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Agencies or ILEAS.

All Requesting Agencies, Responding Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under the terms of this INAMA and the LEMAA.

Each Responding Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Agency in its own home jurisdiction. Each Responding Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under the terms of this INAMA and the LEMAA.

The Requesting Agency agrees that this Agreement shall not give rise to any liability or responsibility for the failure of any other Affiliate or Signatory Public Agency to respond to any request for assistance made pursuant to the terms of this INAMA and the LEMAA.

Each Responding Agency further agrees that each Responding Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, the terms of this INAMA and/or the LEMAA and that each Responding Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

4. The Illinois Law Enforcement Alarm System. The Public Agency ILEAS agrees to perform the following functions:

- a. coordinate law enforcement Mutual Aid responses by and among NMAs and Signatory Public Agencies and act as a central receiving point for Mutual Aid requests;
- b. solicit and receive commitments from NMAs and Signatory Public Agencies to respond to a Mutual Aid request and

- coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;
- c. maintain an electronic mutual aid database to which all NMAs and Signatory Public Agencies provide information related to each respective NMA's or Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all NMAs and Signatory Public Agencies have access;
- d. identify through the mutual aid database individuals from NMAs and Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Agency;
- e. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
- f. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
- g. provide to NMAs and Signatory Public Agencies such information as is useful to them relative to what resources are available from ILEAS or other NMAs and Signatory Public Agencies;
- h. maintain a listing or database of available equipment, available animals and alleged independent contractor experts in various fields that would serve as a resource to ILEAS and any NMA or Signatory Public Agency which listing would be made available to such NMAs and Signatory Public Agencies with the understanding on the part of the requesting NMA or Signatory Public Agency that ILEAS:

- (1) does not represent, provide, recommend or warrant to any NMA or Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting NMA or Signatory Public Agency), and;
- (2) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the NMA or Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any NMA or Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting NMA or Signatory Public Agency), and;
- (3) relative to any animal, does not represent, recommend or warrant to any NMA or Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting NMA or Signatory Public Agency).
 - i. engage in such other activities as support, enhance or enable Mutual Aid by and between the NMAs and Signatory Public Agencies.

It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under the terms of this Agreement and/or the LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under the

terms of this Agreement and/or the LEMAA shall be Law Enforcement Personnel of a Responding Agency (and not of ILEAS) and shall take their orders from commanding officers of either the Requesting Agency or the Responding Agency, as otherwise detailed in the terms of this Agreement and/or the LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact appropriate potential responding Signatory Agency responders, obtain commitments from such potential Signatory Agency responders that they will respond to the Mutual Aid request, identify those NMAs and Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Agency or the Responding Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Agency or the Responding Agencies.

5. Additional Non-Member NMA Provisions

a. The undersigned NMA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars (\$1,000,000.00) which would provide, *inter alia*, liability coverage for any activities in which the NMA might engage.

b. The undersigned NMA agrees, to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member NMA.

c. The undersigned NMA agrees to provide to ILEAS information about its equipment, resources and personnel, jurisdictional and regional

demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under the terms of this Agreement and/or the LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to the NMA for completion and update. The NMA agrees that ILEAS may distribute any information obtained by the Executive Director to any other NMA or Signatory Public Agency who may request such information for Mutual Aid purposes.

d. The undersigned NMA agrees it will not hold itself out as a "member" or agent of ILEAS or any other NMA or Signatory Public Agency other than itself. The undersigned NMA will not bind ILEAS or any other NMA or Signatory Public Agency to any form of agreement of any sort or kind. The undersigned NMA will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any other NMA or Signatory Public Agency. The undersigned NMA will advise any individual, who will be representing it, of the terms and conditions of non-member NMA status and direct that individual to act consistently with those terms and conditions. Further, the undersigned NMA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of this Agreement.

e. The undersigned NMA agrees that it will not disclose to any third party or the public at large:

- (1) the discussions to which its representatives may be privy at any Governing Board meeting,
- (2) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
- (3) any information deemed by ILEAS or its Signatory Public

Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.

- f. The undersigned NMA warrants that:
 - (1) It is authorized by the legal process and laws applicable to it and it has the full authority and right to enter into this INAMA.
 - (2) To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Agency, the Law Enforcement Personnel it provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer in the State of Illinois and have been trained relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.
 - (3) To the extent that it is called upon to provide equipment as a Responding Agency, the equipment it provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

6. Termination of Agreement

- a. Either party to this INAMA has the right to terminate this INAMA upon ninety (90) days notice.
- b. To the extent that the undersigned NMA incurs an obligation under this INAMA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that the NMA should not meet its obligation under this INAMA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

7. Additional Provisions

- a. Application of Law and Venue Provisions This INAMA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Urbana, Illinois.
- b. Compliance with Laws - Both parties agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the parties' respective performances of the provisions of this INAMA.
- c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this INAMA shall not be construed to be a waiver of any such breach.
- d. Status of NMA – Nothing contained within this INAMA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between ILEAS and the NMA.
- e. Immunities - With respect to ILEAS and each and every Signatory Public Agency, becoming a Signatory Public Agency or performance under the terms of this INAMA and/or the LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of the terms of this INAMA and/or the LEMAA.

- f. No Third Party Beneficiary -This INAMA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS, Non-Member NMAs and Signatory Public Agencies, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this INAMA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the undersigned NMA and nothing contained in this INAMA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this INAMA. It is the express intention of ILEAS, Non-Member NMAs and Signatory Public Agencies that any person or entity (other than ILEAS, Non-Member NMAs and Signatory Public Agencies) who may be deemed to receive services or benefits under this INAMA shall be deemed to be only an incidental beneficiary to this INAMA.
- g. Paragraph Headings and Recitals - The captions and headings used in this INAMA are only for convenience of reference and the organization of this INAMA and shall not be construed as expanding, defining or limiting the terms and provisions in this INAMA. The Recitals of this INAMA, however, form an integral part of this INAMA in terms of giving context to the execution of this document.
- h. Severability - If any part, term, or provision of this INAMA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this INAMA shall be construed and enforced as if the INAMA did not contain the

particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

- i. Parol Evidence and Prior Mutual Aid Agreements - This INAMA constitutes the entire agreement between the ILEAS and the undersigned NMA concerning this INAMA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- j. Amendments – This INAMA is subject to amendment as set forth in this paragraph. Modifications may be required to maintain uniformity between the terms of this INAMA and the terms of the LEMAA, as amended from time to time. The ILEAS Board shall determine what modifications are required to maintain uniformity. Any such required modification shall be automatically incorporated into and will become part of this INAMA. ILEAS shall notify the undersigned NMA of: (1) any pending or proposed amendment to the LEMAA which would result in modification of this INAMA, and; (2) the adoption of any amendment to the LEMAA which would result in modification of this INAMA. The required modification shall be incorporated into this INAMA upon notification by ILEAS of the adoption of the amendment. Should modification be required as to just this INAMA and not to the LEMAA, such modifications shall be determined by the Board of ILEAS and the NMA shall be notified of any changes authorized by the Board of ILEAS.
- k. Notices - Notices shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802, and to the undersigned NMA at the address listed on the signature page.

In Witness Whereof, the Non-Member Affiliate designated below enters into this INAMA with all other Signatory Public Agencies who have signed, or will sign, this LEMAA pursuant to legal authorization granted to it under its enabling legal provisions.

Approved By:

Non-Member Affiliate Name (printed): _____

Address: _____

BY: _____
Signature Date

Printed Name: _____

Title: _____

Illinois Law Enforcement Alarm System for all Signatory Public Agencies under the LEMAA

1701 E. Main St.
Urbana IL 61802

BY: _____
Signature Date

Printed Name: _____

Title: _____