

**Intergovernmental Agreement State of Illinois**  
**Illinois Emergency Management Agency**  
**Illinois Law Enforcement Alarm System**

The Illinois Emergency Management Agency (herein referred to as IEMA) and the Illinois Law Enforcement Alarm System (herein referred to as ILEAS) enter into and execute this Intergovernmental Agreement and hereby agree as follows:

**A. AUTHORITY**

This Agreement is entered into pursuant to the Intergovernmental Cooperation Act<sup>2</sup>, 5 ILCS 220/1 et seq, and the Illinois Emergency Management Agency Act<sup>3</sup> 20 ILCS 3305/1, et seq, and is subject to all applicable Illinois and Federal statutes, and related regulatory requirements. This agreement is applicable only to the Illinois Law Enforcement Alarm System (ILEAS) assets. All terminology in the Agreement shall be interpreted consistently with the Illinois Emergency Management Agency Act, and rules promulgated pursuant thereto.

**B. PURPOSE**

The purpose of this Agreement is to provide disaster response assistance to units of local government during declared disasters when local and regional resources are insufficient to meet the disaster response needs of the requesting unit of local government, and to provide for disaster training exercises to maximize the effectiveness of responses to disaster related requests for assistance.

**C. PERFORMANCE PERIOD**

This Agreement shall remain in effect from May 1, 2011 until April 30, 2016 unless renewed or terminated earlier pursuant to Section 1 of this Agreement.

**D. PROCEDURE FOR REQUESTION OR PROVIDING ASSISTANCE DURING A DECLARED DISASTER**

When a disaster is declared to have occurred within the jurisdiction of a local governmental unit by the Governor of the State of Illinois, and resources available through local or regional units are insufficient to adequately respond to the disaster such that the local resources are being utilized to the fullest possible extent, the affected local governmental unit may request assistance from IEMA by contacting the State Emergency Operations Center (SEOC). All IEMA approved requests for assistance to or from Illinois Law Enforcement Alarm System (ILEAS) shall be coordinated within SEOC. The SEOC may request assistance from the Illinois Law Enforcement Alarm System. (ILEAS). Upon receipt of a request for assistance from the SEOC, ILEAS shall dispatch to the affected area any and all personnel and equipment which are available from the ILEAS membership. Personnel and equipment so dispatched shall report to the State Incident Commander at the Unified Area Command Post (UACP), who shall then assign the personnel and equipment to the Local Incident Commander in support of local operations. Upon completion of the disaster response operation, the dispatched personnel and equipment shall be subject to further re-assignment in support of the operation at the discretion of the State Incident Commander. The State Incident Commander may either re-assign the personnel and equipment for additional

missions, or provide for the timely release of the personnel and equipment to the sending local governmental units.

1. During events or training when the SEOC has been activated, IEMA may provide ILEAS the opportunity for representation at the SEOC.
2. Acting in that capacity, ILEAS will assist and support IEMA, the Illinois State Police and any other legitimate State, federal or local enforcement agency in Illinois.

#### E. PROCEDURE FOR DISASTER TRAINING EXERCISES

During any training exercises, the procedure set forth in paragraph D, above, shall be followed by the training participants, as required to achieve the objectives of the training exercise. All training exercises will be subject to the mutual agreement and availability of units to participate.

#### F. LIABILITY AND RISK OF LOSS FOR DAMAGE TO EQUIPMENT AND INJURIES TO PERSONNEL.

Equipment dispatched pursuant to this Agreement shall become property of the State of Illinois while it is being used pursuant to this Agreement. Personnel dispatched pursuant to this agreement shall be members of Mobile Support Teams, as provided in Section 8 or the "Illinois Emergency Management Agency Act" (20 ICLS 3305/8) during their service pursuant to the Agreement. Liability for damages to equipment and/or injuries to personnel shall be determined pursuant to relevant provisions of the "Illinois Emergency Management Agency Act" (20 ILCS 3305/1 et seq.) and all other applicable statutes.

#### G. REIMBURSEMENT FOR THE COST OF RESPONSE

Responding agencies acting pursuant to this Agreement shall be reimbursed for all eligible costs incurred for responses approved by IEMA pursuant to this Agreement and in accordance with the Illinois Emergency Management Agency Act" (20 ICLS 3305/1, et seq.) and other applicable statutes. Eligible costs are those uncured on or after the date of a disaster event that is the subject of a State disaster declaration. Except for costs covered under Section F of this Agreement, responding agencies may be reimbursed, in whole or in part, for those costs incurred prior to receiving IEMA's approval. Such determination shall be at the sole discretion of IEMA in accordance with statutory authority. When possible, ILEAS will notify IEMA of the existence of an event that may eventually rise to the level of a State declaration. ILEAS member agencies that initially respond to such an event prior to a State declaration may be eligible for authorized expenses as per applicable law.

#### H. ADVISORY COMMITTEE

The Director of IEMA may, at his or her discretion, appoint an Advisory Committee to assist in the implementation and refinement of this Agreement. The membership of such committee shall include a minimum of one (1) ILEAS representative.

#### I. AMENDMENTS, RENEWAL AND TERMINATION

This Agreement may only be amended upon the written agreement of the parties hereto. This Agreement may be renewed for an additional specific term upon the written agreement of the parties hereto. This Agreement may be terminated by either of the parties hereto upon 90 days written notice, as provided in Section J, following.

J. NOTICE

All notices or proposals for amendments hereto by either party shall be served personally or by certified or registered mail to the other party as set forth below:

IEMA  
Chief of Operations  
Ill. Emergency Management Agency  
2200 S. Dirksen Parkway  
Springfield, IL 62703

ILEAS  
President  
Ill. Law Enforcement Alarm System  
1701 E. Main Street  
Urbana, IL 61802

Executed and agreed to this 1<sup>st</sup> day of, ~~September 2009~~ May 2011

Illinois Emergency Management Agency

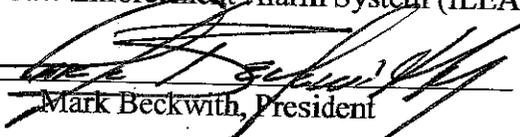
By: \_\_\_\_\_



Jonathan Monken, Director

Illinois Law Enforcement Alarm System (ILEAS)

By: \_\_\_\_\_



Mark Beckwith, President