

The Illinois Emergency Management Agency (IEMA) and the Illinois Department of Transportation (IDOT) enter into and execute this Memorandum of Understanding (MOU) and hereby agree as follows:

**1. AUTHORITY**

This MOU is entered into pursuant to the Emergency Management Agency Act, 20 ILCS 3305/1, et seq., and is subject to all applicable Illinois and Federal Statutes, and related regulatory requirements.

**2. PURPOSE**

The purpose of this MOU is to provide state-wide radiological disaster response assistance, in the form of aerial radiological monitoring, to the Illinois Emergency Management Agency (IEMA) during nuclear power plant (NPP) accidents and other radiological accidents, to provide disaster training exercises to maximize the effectiveness of the disaster-related response, and to provide for response personnel training to the individuals involved in a radiological accident.

**3. PERFORMANCE PERIOD**

This MOU shall remain in effect from 6-21-07 {date signed} until such time that both parties agree to mutually terminate the MOU in accordance with Section 8.b of this MOU.

**4. PROCEDURE FOR REQUESTING OR PROVIDING ASSISTANCE DURING A DECLARED DISASTER.**

- a. **Readiness:** IDOT shall, to the extent possible consistent with the IDOT mission, maintain a 24/7 2-hour lift off capability.
- b. **Activation:** When a radiological accident has occurred at a nuclear power plant or other location in Illinois, or in a neighboring state that affects the public health and safety of the citizens of Illinois, IEMA may request the assistance of IDOT in providing radiological aerial surveillance of the affected area(s). Such assistance shall be requested by the State Emergency Operations Center (SEOC) Manager, or if not activated, by the Radiological Task Force (RTF) Commander in the Radiological Emergency Assessment Center (REAC).
- c. **Command and Control:** Command and Control of IDOT assets will follow established IEMA procedures, policies and protocols.
- d. **Mission Development and Approval:** IEMA will provide the mission objectives and the proposed flight plan(s). All overflights shall be in accordance with existing IDOT and FAA procedures and policies. IDOT retains final approval of all overflight missions.

## 5. EQUIPMENT AND TRAINING PROVISIONS

- a. **Equipment Supplied:** IEMA shall supply the following:
  - i. Up to two radiation detection equipment packages, which shall be permanently mounted on two platforms, one at a minimum being a non-fixed wing aircraft.
  - ii. Permanent mounting brackets
  - iii. Required Personal Protection Equipment (PPE) and radiological dosimetry.
- b. **Equipment Maintenance:** IEMA will maintain, repair, and calibrate the detection equipment.
- c. **Documentation:** IEMA will provide IDOT all documentation required to fulfill mission requirements.
- d. **Training:** IEMA shall define and provide all required training to perform the mission. This training shall include at a minimum:
  - i. Radiological monitoring equipment operation, radiation worker training, and the duties and responsibilities of IDOT response personnel under the Illinois Plan for Radiological Accidents (IPRA), as a minimum.
  - ii. Participation in scheduled radiological training exercises subject to mutual agreement and availability of units to participate.
  - iii. Additional training areas may be requested by IDOT or defined by IEMA.

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

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

## 7. REIMBURSEMENT FOR THE COST OF RESPONSE

- a. Reimbursement for all eligible costs incurred for responses approved by IEMA pursuant to this MOU shall be in accordance with the Illinois Emergency Management Agency Act (20ILCS 3305/1, et seq.) and other applicable statutes

- b. Eligible costs are those incurred on or after the date of activation.
- c. Eligible costs include fuel, hotel expenses, meals and overtime wages.
- d. IDOT agrees to send an itemized list of eligible costs to IEMA for each response approved by IEMA.
- e. IEMA will reimburse IDOT for all approved eligible costs within 60 days of IEMA's receipt of the itemized list from IDOT.

**8. AMENDMENTS AND TERMINATION**

- a. This MOU may only be amended upon written agreement of the parties hereto.
- b. This MOU may be terminated by either of the parties hereto upon 90 days written notice.

**9. NOTICES**

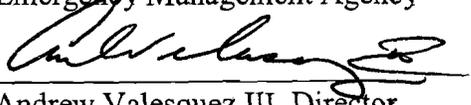
- a. All notices or proposals for amendments hereto by either party shall be severed personally or by certified or registered mail to the other party.

Frank Niziolek  
Chief, Bureau of Nuclear Facility Safety  
Illinois Emergency Management Agency  
1035 Outer Park Drive  
Springfield, IL 62704

Steven Young  
Chief, Bureau of Air Operations  
Illinois Department of Transportation  
1 Langhorne Bond Drive  
Springfield, IL 62707

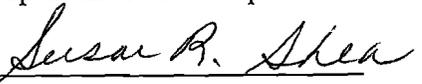
Executed and agreed to this 21st (Executed Day) day of June 2007 (executed month and year)

Illinois Emergency Management Agency

By: 

Andrew Valesquez III, Director

Illinois Department of Transportation

By: 

Susan R. Shea, Ph.D., Director – Division of Aeronautics