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**James Page**  
 ILEAS  
 Executive Director

Chief/Sheriff:

March 17, 2014

We believe that great organizations always look for ways to improve and to adapt to a constantly changing environment. If ILEAS is to remain relevant and nimble so that it can better serve its member agencies over the long term, it must be constantly reviewing its operation, reaffirming its foundational values and ensuring that it is on solid legal and financial footing.

ILEAS has been in existence for over ten years. We believe it is time for enhancements. Over the last year, the ILEAS Governing Board and the staff have reviewed operations, foundational documents and financial status. Our review revealed that while ILEAS is currently in good shape, there are areas where we could improve. For instance, the online resource database needs updating with better technology and expansion to cover equipment and resources that may not have been available early in ILEAS' development.

The most important change ILEAS is undertaking is the improvement of the mutual aid agreement. Everything ILEAS does is based on that agreement. Over 900 agencies have signed the original agreement which has stood the test of time for ten years. However, after a very detailed internal examination based on experience AND after extensive support and advice from a number of legal experts, ILEAS has developed the next generation agreement!

This new ILEAS agreement builds on the strengths of the original agreement and puts ILEAS on more solid legal footing. It provides capabilities, such as the ability to amend the agreement, that were previously unavailable. ILEAS is not changing the most important roles it has played in mutual aid and the support of local law enforcement. In fact, for you as a law enforcement executive, not much changes. You can still request and respond to mutual aid incidents, the reimbursement and the insurance arrangements do not change, the Governing Board still operates as usual and the ILEAS special teams remain as they are. The new agreement augments ILEAS' legal footing and more specifically acknowledges that ILEAS was being created to oversee the logistics of statewide mutual aid. It provides more specifics on exactly how the Governing Board operates.

We are asking all of our member agencies to adopt this new agreement. ILEAS' goal is to have all the current member agencies adopt the new agreement within a year. This should be a relatively simple process for you. It is particularly important that the new agreement be signed by an official with the legal authority to enter into the agreement on behalf of your public agency. For the vast majority of our members that will be a village president, mayor, city manager, county board chair, etc. Remember, ILEAS was formed pursuant to the Illinois Intergovernmental Cooperation Act and is an agreement between all of the public agencies that sign the agreement.

Also, don't worry, your original agreement is still in effect until you adopt and sign the new one. We have built into this agreement what we believe to be all the tools that you need to *reaffirm and strengthen your commitment to the ILEAS concept of "Strength Through Cooperation!"*

In the packet you received, we have provided:

- The new Law Enforcement Mutual Aid Agreement
- A sample resolution for your use if necessary
- An explanatory document which outlines:
  - what ILEAS is and historically how we came to develop a new agreement
  - the differences and similarities between the new and old agreements
  - a step-by-step process for completing the transition

Additionally, ILEAS has put together a 12 minute video that might be helpful when explaining the value of being a member of ILEAS. It highlights a handful of a variety of ILEAS mutual aid activations in 2013 from across Illinois. It takes a few minutes to download; however, it's worth the time because it tells the story of why your jurisdiction needs to maintain its membership or to join ILEAS. Go to <https://ileas.sharefile.com/d-sbaff3c654a042f9a> to download it.

If you want more copies of the explanatory document for your local officials, they will be available. Simply feel free to reach out to your Regional Planning Coordinator or the ILEAS administrative office in Urbana and we will send them to you directly.

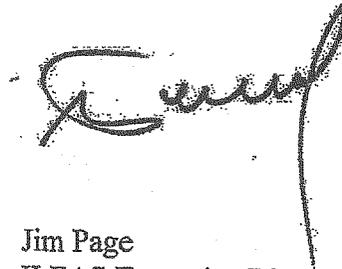
If you, your local public officials or legal advisors have any questions whatsoever, do not hesitate to reach out to us and we will do the best we can to provide the answers. If you want your local Regional Planning Coordinator available to attend city/village/county board meetings to answer questions, that can be arranged as well.

*It is our hope and belief that the value ILEAS offers to your agency is well worth the time and effort to adopt the updated agreement.* Thank you for your time, consideration and support to strengthen ILEAS so that the best mutual aid system in the country will be there when you need it.

Respectfully,



David Snyder  
Stephenson County Sheriff  
ILEAS President



Jim Page  
ILEAS Executive Director

# THE PATH FORWARD



## WHAT DOES MEMBERSHIP IN ILEAS OFFER TO LOCAL LAW ENFORCEMENT AGENCIES?

ILEAS is the largest and most effective law enforcement mutual aid organization in the United States. Over 900 counties, cities and other units of local government have joined ILEAS. ILEAS member agencies employ over 95% of the law enforcement officers in Illinois. ILEAS' motto is "Strength Through Cooperation." Its continuing mission is to reduce costs and increase effectiveness of local law enforcement through the combining and sharing of resources and statewide coordination of mutual aid. ILEAS has been recognized by state and federal authorities as having one of the most robust law enforcement mutual aid capabilities in the United States.

## STATEWIDE MUTUAL AID

When joining ILEAS, every city, county or special district which has a law enforcement capability signs the same Law Enforcement Mutual Aid Agreement. This agreement 1) provides the capability to request or to deploy law enforcement resources both regionally and across the State of Illinois at no cost, and 2) creates the organization called ILEAS which coordinates those mutual aid requests 24 hours a day and 365 days a year. Examples include the historic Southern Illinois Flooding (2011), the tornadoes that struck Harrisburg (2012) and Washington (2013). Those affected Chiefs of Police and Sheriffs made one call to ILEAS which coordinated the response statewide. Dozens of local law enforcement officers responded to each of those calls for help – at no cost to the requesting agencies. If a disaster is declared and public assistance is authorized, ILEAS assists the responding and requesting agencies in applying for cost reimbursements from the State or Federal government. Additionally, the ILEAS mutual aid agreement provides a mutual understanding of liability with regard to insurance coverage and worker's compensation.

## SPECIALIZED TEAMS OF LOCAL OFFICERS AND DEPUTIES

ILEAS has also created regionalized, multi-jurisdictional specialized teams drawn from participating agencies which are capable of responding throughout the State when necessary. These teams include Special Response Teams (SRT) and Mobile Field Force (MFF) teams. The SRT teams are regionally based SWAT teams of 25 to 35 officers that have received hundreds of hours of Federally-approved training and are equipped with the highest quality equipment available. The SRT teams can provide basic SWAT services across the State and are also trained to manage tactical problems in a contaminated or potentially contaminated environment.

The Mobile Field Forces are also regionally based and each team consists of approximately 60 highly trained and equipped officers from participating

agencies who are specially trained to deal with civil unrest and crowd control while respecting everyone's First Amendment rights. The MFF teams are also trained to provide Law Enforcement Patrol Team services to provide long term police services after disasters strike. They are, in essence, a portable police department that can be moved anywhere in the State to assist stricken jurisdictions. ILEAS also provides funding for and supports nine local Bomb Teams in Illinois.

## DISASTER ASSISTANCE

When a disaster strikes requiring more law enforcement resources than your city, town, village or county has available, ILEAS will notify other member agencies in the region and coordinate as many officers and equipment requested. At least one ILEAS employee with years of law enforcement disaster management experience will be available to respond to provide planning support for the affected chief or sheriff. ILEAS will work with the Illinois State Police, the Illinois Emergency Management Agency and other state and regional agencies to ensure a coordinated response providing tools for the stricken agency to effectively and efficiently manage the situation. ILEAS does NOT take over or manage the incident. That responsibility and authority remains with the local law enforcement executives and civil authorities. ILEAS provides support, both in terms of resources and planning advice based on experience. Go to the ILEAS home page at [www.ileas.org](http://www.ileas.org) for video testimonials regarding previous responses to local disasters.

## ILEAS GOVERNANCE

As defined in the Illinois Intergovernmental Cooperation Act, ILEAS is a public agency which has representative oversight and a staff based in Urbana, Illinois. ILEAS has a 21-member Governing Board consisting of, 1) eight chiefs of Police and eight sheriffs elected by the member agencies based out of eight regions throughout the State, 2) representatives from the Illinois Association of Chiefs of Police and the Illinois Sheriffs' Association, 3) an appointee of the Director of the Illinois State Police and 4) two appointees from the Chicago Police Department. ILEAS is subject to the Open Meeting Act, the Freedom of Information Act, conducts annual independent financial audits and complies with other statutes governing public agencies. ILEAS receives its funding in the form of Federal Homeland Security Grants provided to ILEAS by the Illinois Emergency Management Agency. Members pay a very low annual dues based on the agency size. Most agencies dues equal the cost of one tank of gas for a squad car.

ILEAS is not a State agency. It is a separately-existing public agency that is formed by a consortium of public agencies which have come together by intergovernmental agreement for the mutual benefit of all of the signatory public agencies. ILEAS exists to provide operational support and services to local law enforcement by harnessing and cultivating the power of collaboration and cooperation!



### HISTORY OF ILEAS – HOW IT STARTED AND HOW IT GREW!

ILEAS is a consortium of over 900 local law enforcement public agencies established pursuant to the Constitution of the State of Illinois (Ill. Const. Art. VII, sec. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1). ILEAS was created as a public agency when, after September 11<sup>th</sup>, the Illinois Association of Chiefs of Police, the Illinois Sheriffs' Association, the Chicago Police Department, the Illinois Emergency Management Agency and the Illinois State Police worked together to create a statewide law enforcement mutual aid organization.

ILEAS was based on the same mutual aid principles that governed the Mutual Aid Box Alarm System (MABAS) which is the statewide fire services mutual aid system. Based on decades long success of MABAS, ILEAS emulated MABAS' agreement and structure and expanded the concept statewide. In 2003, member agencies elected the first Governing Board. Local jurisdictions started adopting the mutual aid agreement and the first Governing Board was elected – ILEAS was in business!

### ESTABLISHING MUTUAL AID

ILEAS' first order of business was collecting a database of resources possessed by its member agencies and contracting with both Northwest Central Dispatch in Arlington Heights and Peoria Dispatch for dispatch support. ILEAS maintains the database which includes number of officers/deputies, squad cars, K-9 units, SWAT teams, translators, and mobile command posts. ILEAS makes this updated database available to the dispatch centers. When a member agency is in need, it simply calls the dispatch center and makes its resource requests. The dispatch agency queries the database to determine the closest agency with that resource. That agency is then called and a request is made for them to respond to aid the stricken jurisdiction.

ILEAS' first official request for mutual aid was the tornado in Utica on April 20, 2004. That activation was so successful that the word spread throughout Illinois and hundreds of agencies joined ILEAS. From that first successful mutual aid activation in Utica, ILEAS grew rapidly and is now capable of handling virtually any size of mutual aid requests, both in- and out-of-State. ILEAS coordinated the deployment of 287 officers to assist the Chicago Police during the NATO Summit in May of 2012, 150 officers and deputies to accompany State Troopers sent to Katrina in August of 2005 and 25 local officers accompanying the Illinois State Police to New Jersey after Super-Storm Sandy in November of 2012.

### IMPROVEMENTS ALONG THE WAY

While ILEAS has been operationally very successful, it is always looking for ways to improve. ILEAS has fine-tuned its special team training, exercising and deployment process. ILEAS engaged the services of retired experienced senior law enforcement commanders and executives to provide planning and operational support services in the field directly to member agencies. When funds are available, ILEAS has provided millions of dollars of equipment in the form of ruggedized laptops, radiation detectors, respirators and mobile command post vehicles. ILEAS represents the homeland security needs and interests of its members to the State Terrorism Task Force and to Federal agencies when necessary.

The original database on paper was moved online for a more efficient and flexible implementation. It can now be updated in seconds and made available to every agency for use in non-emergencies. In 2014, ILEAS will start the implementation of a modernization and expansion of its resource

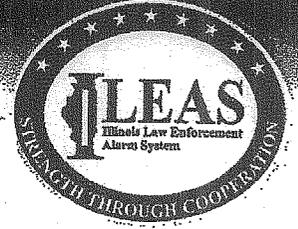
database capabilities. More data will be gathered about each member agency so that a more focused response to a request for assistance can be made. At the requests of various sheriffs, ILEAS will collect information about correctional resources throughout the State so that sheriffs can reach out to ILEAS for correctional mutual aid in addition to general law enforcement.

### THE NEXT STEP

The law enforcement mutual aid agreement has remained a constant for the last ten years. ILEAS is no different than other vibrant and successful enterprises that are constantly looking for ways to improve and build on their success. ILEAS has undertaken a year-long examination of the mutual aid agreement and determined that it can build on success by implementing improvements to the agreement. Modifications have been identified that will offer more flexibility and provides a more robust description of ILEAS' mandate in order to protect ILEAS and its member agencies in an increasingly litigious society.

During this mutual aid agreement review, ILEAS sought advice from private counsel, General Counsel for the Governor of Illinois, General Counsel of the Illinois Emergency Management Agency and the Attorney General's Office. Based on that advice and discussion internally, the ILEAS Governing Board has authorized the implementation of a new updated Law Enforcement Mutual Aid Agreement to be implemented in 2014!





## COMPARING THE OLD AND NEW MUTUAL AID AGREEMENTS

Since 2003, there has been an ILEAS mutual aid agreement which was initially executed by a multitude of public agencies in the wake of the events of the September 11<sup>th</sup> terrorist attacks. The original mutual aid agreement has never been updated, modified or changed since its inception. The elected representatives of those agencies desire to enhance and reaffirm their commitment to law enforcement mutual aid while outlining more specifics with regard to the relationship that currently exists between each of the public agencies forming ILEAS as a public agency and ILEAS itself.

## SIMILARITIES BETWEEN THE CURRENT AND NEW AGREEMENTS

- Mutual aid is handled exactly the same
  - ✦ Agencies can request mutual aid assistance and receive it in the exact same fashion under the new agreement as it can pursuant the current agreement
  - ✦ The chief executive of the requesting agency is still in charge of any incident where mutual aid is rendered
- The Governing Board process is virtually identical
  - ✦ The Governing Board will still be based on elections of chiefs and sheriffs in the regions and with the appointed members from the Illinois State Police, Chicago Police and the Illinois Association of Chiefs of Police and the Illinois Sheriff's Association.
  - ✦ The current Governing Board stays in place until 2015 when regional elections take place.
- The ILEAS operation will not change
  - ✦ ILEAS will still employ staff to manage the mutual aid requests, special teams support, regional planning support, grant processing, etc.

## DIFFERENCES BETWEEN THE CURRENT AND NEW AGREEMENTS

- The clarity of intent that the signatory member public agencies agree to create ILEAS
  - ✦ The original agreement established the ILEAS Governing Board in one sentence. Pursuant to that, the Governing Board was created and adopted by-laws which guides its actions.
  - ✦ The new mutual aid agreement provides a very detailed and specific process for governance so that every agency signing the agreement understands the underpinnings of ILEAS, the nature of the organization, how ILEAS is governed and a clear description of the relationship of the parties executing and being formed by the agreement.
- The inclusion of the basic by-laws into the actual agreement
  - ✦ A significant portion of the new agreement sets out the process by which ILEAS is governed in a fashion that is consistent with the laws and regulations of the State of Illinois while adding clarity to the operations of ILEAS.
  - ✦ Working off the original agreement which was determined to be adequate but not ideally detailed in a fashion that promoted the adaptability and modern needs of ILEAS and those forming ILEAS, the Governing Board desires to have a set of processes which more specifically identifies how ILEAS works and recognizes the need of ILEAS to change as circumstances change.
- The establishment of an amendment process so that the agreement can be kept current without completely replacing it each time an improvement is necessary
  - ✦ The original agreement did not provide for an amendment process. If new laws or regulations require a change in the agreement, ILEAS would have to go through the entire process of implementing a new agreement by having all 900 members sign anew.

✦ The new agreement provides a process that amendments can be made by a vote of signatory public agencies instead of implementing an entirely new agreement

- Creating a smooth transition from the original agreement to the new agreement over a period of time
  - ✦ The new agreement is written in such a way that the current agreement and the new agreement can co-exist for a period of time to avoid operational disruption.
  - ✦ ILEAS' goal is to get every agency to sign onto the new agreement as soon as possible; but failure to sign the new agreement will not jeopardize an agency's ability to respond to or request mutual aid.
- More clearly defining the legal foundation of ILEAS and signatory public agencies' agreement
  - ✦ As time passes and the legal environment changes, organizations need to constantly examine their foundational documents to ensure that they are compliant with current laws and court cases.
  - ✦ ILEAS is a unique organization that only has a handful of peer agencies in Illinois and it does not fit into common categories such as a unit of local government like a city or county. Because ILEAS is a public agency without the ability to levy a tax, a well-established foundation is necessary to ensure ILEAS is on solid legal footing in the future.
- Establishes a more specific minimum level of insurance coverage for participating agencies.
- Expands the definition of Law Enforcement Personnel to include Correctional Officers so that sheriffs can utilize the ILEAS mutual aid agreement to assist each other with jail emergencies

This new agreement establishes a smooth transition from the original agreement to the new agreement over a period of time. The new agreement is written in such a way that the current agreement and the new agreement can co-exist for a period of time to avoid operational disruption. ILEAS' goal is to get every agency to sign onto the new agreement as soon as possible; but a delay to sign the new agreement will not jeopardize an agency's ability to respond to or request mutual aid.





## ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

### HOW TO IMPLEMENT THE NEW MUTUAL AID AGREEMENT

ILEAS' goal is to get every current member to sign the new mutual aid agreement in the next year. ILEAS has worked to make the process as simple as possible. Here are the pertinent steps to getting your agency onto the new agreement:

#### ARE YOU A PUBLIC AGENCY?

- A public agency is defined by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)). Counties, municipalities, townships, special districts, school districts, and public community college districts are all examples of public agencies.
- If you are not a public agency, but your agency has lawful police power and you want to maintain your participation in ILEAS or are interested in joining, please review paragraph six of the mutual aid agreement and contact Jim Page at ILEAS at 217-328-3800.

#### OBTAIN A COPY OF THE NEW AGREEMENT

- ILEAS is mailing a hard copy to every local law enforcement agency in Illinois. The new agreement is also available for download online at [www.ileas.org](http://www.ileas.org).
- Please note that every agency must adopt the same agreement. The key to regional and statewide mutual aid is that every agency adopt the identical agreement to all others. For that reason, individual modifications to the agreement cannot be accepted.
- If your city or county attorneys have questions, please direct them to ILEAS at 217-328-3800 or to Executive Director Jim Page at [jpage@ileas.org](mailto:jpage@ileas.org).

#### ADOPTION

Your county, city, town, village or other public agency is empowered to join ILEAS by several Illinois laws. You may want to review the following:

- Constitution of the State of Illinois (Ill. Const. Art. VII, § 10)
- Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
- Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.)
- Illinois Municipal Code (65 ILCS 5/11-1-2.1)

However, the procedures your agency needs to follow to adopt this agreement also depend on your own local rules and legislation. Most agencies will pass a resolution through a board or council. A sample resolution to get you started is available for download online at [www.ileas.org](http://www.ileas.org).

Whether through ordinance, resolution or other procedure employed by your public agency, your public agency should clearly authorize someone, or someone who holds a specific office, to sign the new mutual aid agreement. Remember, the individual who signs is signing not for themselves but as a representative of the public agency which is desiring to become part of a mutual aid agreement – a public agency is never a person or position (even if elected).

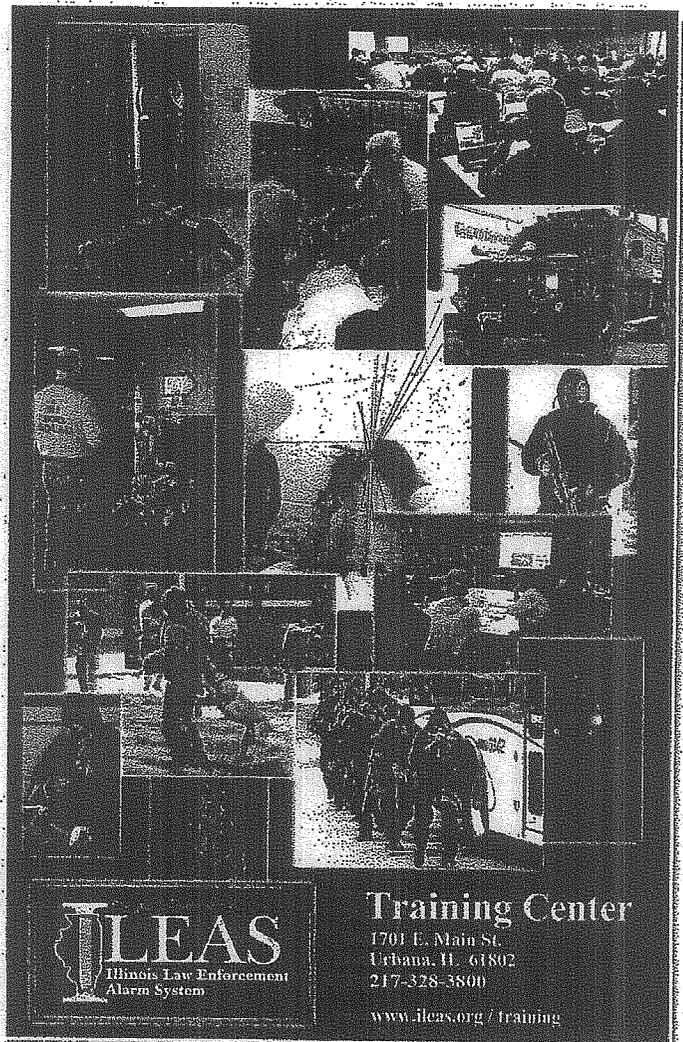
#### SIGNATURE

Near the end of the new agreement, your public agency, through a recognized agent of the public agency, will find the place to sign and notarize your agreement. This should be completed in the presence of a Notary Public by an agent of your county, city, town, village or other public agency who has been given the authority to sign this agreement.

There is no place for ILEAS to sign the agreement because your agreement is with the hundreds of other agencies that are signing the exact same agreement. You are not entering into an agreement with ILEAS, you are creating a stronger ILEAS and reaffirming your commitment to law enforcement mutual aid throughout the State of Illinois. As part of its centralization and coordination responsibilities, ILEAS will collect all the signed agreements and keep them on file.

#### FILING

- Print and sign two documents. Keep one original for your records. Send a signed original to ILEAS along with any supporting documentation deemed appropriate such as the adoptive resolution.
- ILEAS will provide a copy by posting it on a secured website established just for your agency.



For further information, please contact us at:  
ILEAS Administrative Office  
1701 E. Main Street  
Urbana, IL 61802  
(217) 328-3800 • [www.ileas.org](http://www.ileas.org)

Municipality/County of \_\_\_\_\_  
State of Illinois

Resolution No. \_\_\_\_\_

**A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.**

Whereas the Municipality/County of \_\_\_\_\_, of the State of Illinois (hereinafter "Municipality"/"County") is a \_\_\_\_\_ of the State of Illinois and duly constituted public agency of the State of Illinois, and;

Whereas the Municipality/County, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality/County, and;

Whereas the Municipality/County recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality/County recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality/County recognizes the need for our specific Municipality/County to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality/County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality/County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality/County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality/County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality/County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently

unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time,

Now, therefore, be it resolved by this Municipality/County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

- a. Authorization to enter into a Certain Agreement. The \_\_\_\_\_ of this Municipality/County is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."
- b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.
- c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Ayes:

Nays:

Absent:

Abstain:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
President/Mayor/County Board Chairman, etc

Attest:

\_\_\_\_\_  
Municipality/County Clerk etc

# Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 *et seq.*) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency's resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;

Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. **Definitions.** The following definitions apply to this Mutual Aid Agreement (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.

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

d. **Initial Governing Board** – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.

e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA 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).

f. LEMAA – This agreement.

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

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of "October 23, 2002" in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

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

j. Requesting Public Agency – A Signatory Public Agency to this LEMAA 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.

k. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

l. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the final approval required of the Public Agency in order to execute the LEMAA.

## **2. Agreement to Participate in Law Enforcement Mutual Aid.**

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,

available and useful and being requested by a Requesting Public 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 Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public 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.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public 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 Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public 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 Public 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 Public Agency.

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

All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public 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 Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

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

Each Responding Public 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 Public Agency in its own home jurisdiction. Each Responding Public 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 this LEMAA.

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

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

**3. The Illinois Law Enforcement Alarm System.** By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as "ILEAS"). The following provisions apply to ILEAS:

- a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase "governing board" in 5 ILCS 220/2(1), which shall be known as the "Governing Board."
  1. **Governing Board Composition and Voting.** The Governing Board of ILEAS shall consist of the following individual

members, described as follows:

- (a). Members of the Initial Governing Board – The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.
- (b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:
  - 16 elected members representing eight (8) established ILEAS regions – there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the “Co-Chairs” from that region;
  - a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,
  - a permanent, non-elective Governing Board membership for the President of the Illinois Sheriff’s Association or that President’s designee.
  - two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that

Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of *Ex-Officio* Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to *Ex-Officio* Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

- (c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a "coin toss" selection process to determine who shall fill that Governing Board member position.
- (d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his

election or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

- (e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.
2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.
  3. Governing Board Compensation. All officers, members and *ex-officio* members of the Governing Board shall serve without compensation.
  4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of *ex-officio* members as that Region

desires.

- b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency ILEAS shall have the authority, right and power to:
  - 1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;
  - 2. solicit and receive commitments from 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;
  - 3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;
  - 4. identify through the mutual aid database individuals from 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 Public Agency;
  - 5. coordinate and provide a facility for training exercises and education;
  - 6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement

Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;
8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;
9. employ support personnel to perform the functions and operations of ILEAS;
10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;
11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;
12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;
13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;
14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA ;
15. 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 Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

- (a) does not represent, provide, recommend or warrant to any 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 Signatory Public Agency), and;
  - (b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;
  - (c) relative to any animal, does not represent, recommend or warrant to any 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 Signatory Public Agency).
16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.
- e. 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 this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact

appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public 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 Public 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 Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.

**4. Additional Signatory Public Agency Provisions**

- a. Each Signatory Public Agency to this LEMAA 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 Signatory Public Agency to this LEMAA might engage under this LEMAA.
- b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, 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 this 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 each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any

Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

- d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void *ab initio* and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.
- f. Each Signatory Public Agency to this LEMAA warrants that:
  - 1. It is a Public Agency under the laws of the State of Illinois.
  - 2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.
  - 3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security 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.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

#### **5. Termination of Participation in LEMAA**

- a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

#### **6. Non-Member Affiliates**

- a. **Definition of Status** – A non-member affiliate of ILEAS is 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 agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
- b. **Purpose of Non-Member Affiliate Status** – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with

police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.
  - A non-member affiliate may:
    1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;
    2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an *ex-officio* Governing Board Consultant;
    3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.
    4. to the extent permitted by law:
      - (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.
      - (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.
  - A non-member affiliate, or its representative(s) may not:
    1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;

2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;
  3. disclose to any third party or the public at large:
    - (a) the discussions to which its representatives may be privy at any Governing Board meeting,
    - (b) any documents, strategems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
    - (c) 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.
- A non-member affiliate shall:
    1. to the extent that it participates in ILEAS events, 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 non-member affiliate might engage.
    2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.
    3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.
- d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS' Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.
    1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.

2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.

## **7. Additional Provisions**

- a. **Application of Law and Venue Provisions** - This LEMAA 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 Springfield, Illinois.
- b. **Compliance with Laws** - All Signatory Public Agencies to this LEMAA 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 Signatory Public Agencies' respective performances of the provisions of this LEMAA.
- c. **Lack of Waiver** - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.
- d. **Status of a Signatory Public Agency** - Nothing contained within this LEMAA 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 the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.
- e. **Involuntary Termination of Participation in ILEAS** - Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and

the process to be followed to make the determination as to whether involuntary termination shall occur.

- f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this 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 this LEMAA.
- g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA 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 LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.
- h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.
- i. Severability - If any part, term, or provision of this LEMAA 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 LEMAA shall be construed and enforced as if the LEMAA 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.

- j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.
- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.
  - As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.
  - Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.
- k. Amendments – As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must

not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

- l. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.
- m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

*Balance of this page is intentionally left blank before the signature page.*

In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

Village of Orland Park  
Public Agency Name

By: [Signature]  
Legally Authorized Agent

Daniel J. McLaughlin  
Printed Name:

Title: Village President

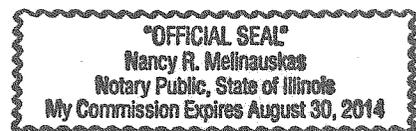
Date: May 9, 2014

State of Illinois )  
County of Cook ) ss

Daniel J. McLaughlin, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the "Public Agency Name" line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

[Signature]  
Notary Public

My Commission Expires: Aug 30, 2014



**Exhibit A**

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubensee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA

