

Exhibit A

ILEAS UCP Unified Command Post Vehicle Agreement

1. **PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and the County of DuPage (DuPage County).
2. **AUTHORITY.** ILEAS is a Public Agency of the State of Illinois created by various local law enforcement agencies throughout the State of Illinois pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.). DuPage County is a County of the State of Illinois. This agreement between ILEAS and DuPage County is authorized under the provisions of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
3. **PURPOSE.** The purpose of ILEAS is to support law enforcement mutual aid throughout the State of Illinois. Furthering that mission, ILEAS supports multi-disciplinary mutual aid, including communications and other specialized capabilities. To support law enforcement and other emergency responders, ILEAS coordinates and supports a number of communications vehicles, designated the Unified Command Post Vehicles (UCP) and seeks to locate the vehicles in various regions throughout the State of Illinois to provide prompt response to emergencies, disasters, and other calls for mutual aid. DuPage County is willing to become the custodian of ILEAS vehicle(s) to facilitate mutual aid in its region.
4. **RESPONSIBILITIES.**
 - a. ILEAS shall:
 - 1) Provide to DuPage County the following vehicle (“the vehicle”):
Make: Freightliner
Model: Utilimaster
Color: White
Year: 2005
VIN: 4UZAASBW95CV06992
 - 2) Inform DuPage County of any recall or product liability issue within a reasonable time of ILEAS being informed as the “purchaser of record” of the issue.
 - b. DuPage County shall:
 - 1) Accept the vehicle, obtain proper title and license for the vehicle, and insure the vehicle and assigned equipment according to its own policies for insuring similar items.
 - 2) Conduct appropriate and effective preventative maintenance and keep the vehicle and equipment in good

operating condition at all times and be responsible for fuel, oil and other maintenance consumables, and all reasonable repairs.

- 3) Store the vehicle in a safe location and make reasonable efforts to protect it from the outdoor elements when not in use.
 - 4) Make the vehicle available, with the necessary personnel, upon call for mutual aid and interagency regional emergency responses, as requested either by ILEAS or IEMA.
 - 5) Make the vehicle available to ILEAS or IEMA for regional training.
 - 6) Make the vehicle available for inspection by any official of ILEAS or IEMA.
- c. DuPage County shall not be responsible for the vehicle when it has been activated as a State resource and is outside the control and supervision of DuPage County.
 - d. ILEAS shall not be obligated to fund any capital replacement costs for the vehicle.
 - e. It is not the duty, function, responsibility or purpose of ILEAS to deploy, supply, direct, command or manage any law enforcement personnel.

5. USE OF THE VEHICLE. DuPage County will abide by the following conditions governing the use of the vehicle.

- a. The vehicle shall only be used for official purposes.
- b. The vehicle shall be subject to the following hierarchy of use:
 - 1) State and Federally declared disasters
 - 2) DuPage County emergencies
 - 3) Other agency emergencies, pursuant to mutual aid requests
 - 4) State training exercises
 - 5) DuPage County training exercises
 - 6) Other agency training exercises

- c. The vehicle shall only be operated by official, trained employees of DuPage County or trained volunteers of DuPage County, unless the vehicle has been transferred to another jurisdiction with the express prior consent of ILEAS.
- d. The vehicle may be used by DuPage County as an asset for its own or regional critical incidents or training.
- e. The vehicle shall not be used or operated contrary to law.
- f. The vehicle will not be used for any campaign or political purposes.
- g. The vehicle will not be operated in a negligent or reckless manner.
- h. The vehicle will not be assigned to one person for use as a “take home” vehicle or used on a daily basis.
- i. The vehicle will not be marked in any fashion without the written consent of ILEAS.
- j. The vehicle will not be altered or modified in any significant manner without the consent of ILEAS.
- k. The vehicle will not be removed from the State of Illinois without prior permission from ILEAS. However, the vehicle may be removed from the State of Illinois in the case of an emergency when DuPage County is responding to a request for assistance pursuant to a preexisting mutual aid agreement, in which case DuPage County will notify ILEAS of the response as soon as reasonable.

6. INSURANCE. DuPage County shall fully indemnify ILEAS against any and all loss of or damage to the vehicle or equipment. DuPage County shall report all instances of theft, collision, or significant damage to the ILEAS Executive Director within three business days of their discovery. When this vehicle is activated by ILEAS or IEMA and not under the directed control and supervision of DuPage County, DuPage County will not be financially responsible for damage that may occur to the vehicle.

7. NOTIFICATIONS For any communications concerning this agreement, the parties agree that the following individuals, or their successors, shall constitute adequate notice to the party with whom they are identified:

- a. DuPage County OHSEM
Emergency Management Coordinator
418 North County Farm Road
Wheaton, Illinois 60187
- b. Illinois Law Enforcement Alarm System

Executive Director
1701 East Main Street
Urbana, IL 61802

- 8. SEVERABILITY.** Nothing in this agreement is intended to conflict with current laws or regulations. If a term or provision of this agreement is inconsistent with such current laws or regulations, then that term or provision shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. Nothing contained herein shall be deemed to affect contracts, agreements or other memoranda of understanding between ILEAS and DuPage County.
- 9. EFFECTIVE DATE.** The terms of this agreement will become effective upon the date that this agreement is executed by the last party to execute this agreement by the date(s) shown below.
- 10. MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties to this agreement.
- 11. TERMINATION.** The terms of this agreement, as modified with the consent of both parties (if applicable), will remain in force and effect until terminated by either party. Either party, upon 30 days written notice to the other party, may terminate this agreement. Upon termination, by either party, DuPage County shall return the vehicle to ILEAS.
- 12. ADDITIONAL PROVISIONS.**

 - a. Compliance with Laws - All parties to this agreement intend 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 and govern the parties to this agreement.
 - b. Status of Signatories – Nothing contained within this agreement 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 parties to this agreement. Each party to this agreement is acting in its own individual capacity and not as the agent of any other entity.
 - c. Immunities - With respect to the parties to this agreement, their participation in this agreement shall not be deemed to waive any governmental immunity or defense to which the parties would otherwise be entitled under statute or common law in the absence of this agreement.

- d. No Third-Party Beneficiary - This agreement is not intended nor expected to confer upon or permit any person or entity, other than the parties to this agreement, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that this agreement, shall not give or allow any claim or right of action by any third person or entity (including, but not limited to, members of the general public) based on this agreement. It is the express intention of ILEAS and DuPage County that any person or entity (other than ILEAS and DuPage County) who may be deemed to receive services or benefits under this agreement shall be deemed to be only an incidental beneficiary to this agreement.
- e. Paragraph Headings - The captions and headings used in this agreement are only for convenience of reference and the organization of this agreement and shall not be construed as expanding, defining or limiting the terms and provisions in this agreement.
- f. Parol Evidence - This agreement constitutes the entire understanding between ILEAS and DuPage County concerning this agreement's subject matter, whether or not written, and may not be modified except as otherwise provided herein.

IN WITNESS WHEREOF, the parties to this agreement have noted their understanding of the terms of this document and the accommodations set forth therein on the dates shown below.

DuPage County

Illinois Law Enforcement Alarm System

By: _____
County Board Chair

By: _____
Executive Director

Date: _____

Date: _____