

**INTERGOVERNMENTAL AGREEMENT BETWEEN
STATE OF ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK, INC.**

The Illinois Emergency Management Agency (IEMA) and the Illinois Public Works Mutual Aid Network (IPWMAN), Inc., an Intergovernmental Cooperative, enter into and execute this Intergovernmental Agreement and hereby agree as follows:

A. AUTHORITY

This agreement is entered into pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and the Illinois Emergency Management Agency Act 20 ILCS 3305/1, et seq., and is subject to all applicable Illinois and Federal statutes, and related regulatory requirements. This agreement is applicable only to the personnel and assets of the parties who are members of IPWMAN. All terminology in this Agreement shall be interpreted consistently with the Illinois Emergency Management Act, and rules promulgated pursuant thereto.

B. PURPOSE

The purpose of this Agreement is to provide public works disaster response assistance to a unit of local government during declared disasters when local and regional resources are insufficient to meet the disaster response needs of the requesting unit of local government, and to provide for disaster training exercises to maximize the effectiveness of responses to disaster related requests for assistance. Emergency Management Assistance Compact (EMAC) requests as approved by IEMA are included as part of this agreement's purpose.

C. PERFORMANCE PERIOD

This Agreement shall remain in effect until terminated pursuant to Section I of this Agreement.

D. PROCEDURE FOR REQUESTING OR PROVIDING ASSISTANCE DURING A DECLARED DISASTER

When a disaster is declared to have occurred within the jurisdiction of a local governmental unit by the Governor of the State of Illinois, and the public works resources available through local or regional units are insufficient to adequately respond to the disaster such that the local resources are being utilized to the fullest possible extent, the affected local governmental unit may request assistance from IEMA by contacting the State Emergency Operations Center (SEOC). All IEMA approved requests for assistance to or from IPWMAN shall be coordinated within the SEOC through the Illinois Environmental Protection Agency, Illinois Department of Public Health and Illinois Department of Transportation. The SEOC may request assistance from IPWMAN.

Upon receipt of a request for assistance from the SEOC, IPWMAN shall dispatch to the affected area any and all personnel and equipment which is available from the IPWMAN membership.

Personnel and equipment so dispatched shall report to the State Incident Commander at the Unified Area Command Post (UACP), who shall then assign the personnel and equipment to the Local Incident Commander in support of local operations.

Upon completion of the disaster response operation, the dispatched personnel and equipment shall be subject to further re-assignment in support of the operation at the discretion of the State Incident Commander. The State Incident Commander may either re-assign the personnel and equipment for additional missions, or provide for the timely release of the personnel and equipment to the sending local governmental units.

E. PROCEDURE FOR DISASTER TRAINING EXERCISES

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

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

Equipment dispatched pursuant to the Agreement shall become property of the State of Illinois while it is being used pursuant to the Agreement. Personnel dispatched pursuant to this Agreement shall be 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 the Agreement. Liability for damages to equipment and/or injuries to personnel shall be determined pursuant to relevant provisions of the Illinois Emergency Management Agency Act (20 ILCS 3305/1 et seq.) and all other applicable statutes.

G. REIMBURSEMENT FOR THE COST OF RESPONSE

Responding agencies acting pursuant to the Agreement shall be reimbursed for all eligible costs incurred for responses approved by IEMA pursuant to the Agreement and in accordance with Illinois Emergency Management Agency Act (20 ILCS 3305/1 et seq.) and other applicable statutes. Eligible costs are those incurred on or after the date of a disaster event that is the subject of a State disaster declaration. Except for costs covered under Section F of this Agreement, responding agencies may be reimbursed, in whole or in part, for those costs incurred prior to receiving IEMA's approval. Such determination shall be at the sole discretion of IEMA in accordance with statutory authority.

H. ADVISORY COMMITTEE

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

I. AMENDMENTS, RENEWAL AND TERMINATION

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

J. NOTICE

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

IEMA:

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

IPWMAN:

President
Board of Directors

Executed and agreed to this _____ day of _____, 20____.

Illinois Emergency Management Agency

By: _____
Andrew Velasquez III, Director

Illinois Public Works Mutual Aid Network, Inc.

By: _____
President