

AIR SUPPORT Mutual Aid Agreement

This Air Support Mutual Aid Agreement (ASMAA) 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 ASMAA 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 each Signatory Public Agency to make provision for air support Mutual Aid in the event the Signatory Public Agency should need air support Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that air support Mutual Aid is only effective if those Public Agencies who could potentially benefit from air support Mutual Aid are willing to provide air support 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 air support 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 air support Mutual Aid system, it is necessary and desirable to have a third party entity that can supply, support, centralize, coordinate and organize the provision of air support Mutual Aid by and among Signatory Public Agencies to the air support Mutual Aid agreement, and;

Whereas, this ASMAA 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 Personnel of a given Public Agency; each Public Agency which signs a copy of this ASMAA 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 personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this ASMAA; the specific intent of this ASMAA being to provide air support 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 Personnel as needed, and;

Whereas, since approximately 2005, there has existed in the State of Illinois an air support organization known as AIR-ONE Emergency Response Coalition, Inc., which

is a coalition of agencies engaged in air support to public agencies to protect public safety and the public agencies entering into this Air Support Mutual Aid Agreement desire to expand and improve the air support available to the Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this ASMAA with each and every other Public Agency which signs a counterpart copy of this ASMAA 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. Air Support – The furnishing of aircraft, equipment, pilots, tactical flight officers, ground support officers and other air-related equipment, supplies and personnel for search and rescue, apprehension of suspects, disaster evaluation, surveillance and other similar operations in support of law enforcement, fire fighting or security incidents.

b. 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.

c. 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.

d. AIR-ONE – the third party Public Agency formed by Signatory Public Agencies to this ASMAA to promote and facilitate air support Mutual Aid in the State of Illinois.

e. Incident Commander – The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The Incident Commander has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident

operations at the incident site.

f. Initial Governing Board – The first Governing Board of AIR-ONE established after two or more Public Agencies enter into this ASMAA.

g. Personnel – An employee of a Signatory Public Agency to this ASMAA who is

(i) a law enforcement officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2);

(ii) a fire-fighter trained to Illinois Fire Marshal-Division of Personnel and Education Standards; and

(iii) an emergency management agency (EMA) employee trained to National Incident Management System (NIMS) and Incident Command System (ICS) Standards.

h. ASMAA – This agreement.

i. Mutual Aid – Air support 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.

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

k. Requesting Public Agency – A Signatory Public Agency to this ASMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the air support and assistance of others.

l. Responding Public Agency – A Signatory Public Agency to this ASMAA that provides air support resources, equipment and/or Personnel to a Requesting Public Agency during an Emergency or Disaster.

m. Signatory Public Agency – a Public Agency that has executed this ASMAA 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 ASMAA.

2. Agreement to Participate in Air Support Mutual Aid.

The Signatory Public Agency to this ASMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such air support 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 air support 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 air support 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 incident commander 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 ASMAA. The incident commander present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of air support assistance is being requested.
- Immediately determine if the requested air support resources, equipment and/or Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the AIR-ONE Commander on Call, the air support resources, equipment and/or Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the incident commander of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. 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, Personnel shall only be required to respond to lawful orders.

All equipment provided or services performed under this ASMAA 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 AIR-ONE 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 air support Mutual Aid expenses on the part of Responding Public Agencies or AIR-ONE.

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

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 ASMAA.

The Requesting Public Agency agrees that this ASMAA 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 ASMAA.

Each Responding Public Agency under this ASMAA 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 ASMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. AIR-ONE. By agreement by and between each Signatory Public Agency

to this ASMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this ASMAA and by virtue of this ASMAA, which shall be known as AIR-ONE. The following provisions apply to AIR-ONE:

- a. The Public Agency AIR-ONE 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 AIR-ONE 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 AIR-ONE 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 AIR-ONE 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, shall be seven (7) elected members.

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 AIR-ONE, with the advice and consent of the Governing Board of AIR-ONE, 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, AIR-ONE or any Signatory Public Agency.

- (c). Members of Governing Boards of AIR-ONE after the Initial

Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, no more than one Board member may be elected from any Signatory Public Agency. Any Signatory Public Agency to this ASMAA may nominate one eligible individual as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this ASMAA may vote for representatives to be elected. Each Signatory Public Agency to this ASMAA gets one vote. Starting in 2015, the election of Governing Board members shall occur once every year on a date to be determined by the Governing Board members in office. 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 Signatory Public Agency as the member being replaced shall be chosen by the remaining Governing Board members and shall serve until the next Governing Board member election.
 - (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 air support Mutual Aid under the provisions of the ASMAA and shall promulgate Bylaws

for the management of AIR-ONE. 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.
- b. The Public Agency AIR-ONE shall have a President, Vice President, Secretary, and Treasurer who shall be appointed by and from the Governing Board of AIR-ONE at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of AIR-ONE as the Bylaws are established and may be amended from time to time by the Governing Board.
- c. The Public Agency AIR-ONE shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of AIR-ONE and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of AIR-ONE as the Bylaws are established and may be amended from time to time by the Governing Board.
- d. The Public Agency AIR-ONE shall have the authority, right and power to:
 1. coordinate air support Mutual Aid responses by and among Signatory Public Agencies to this ASMAA and act as a central receiving point for Mutual Aid requests;
 2. solicit and receive commitments from Signatory Public Agencies to respond to an air support Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of 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 an air support 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 air support 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 air support training exercises and education;
 6. solicit, obtain and administer funds for the operations and functions of AIR-ONE and the provision of air support 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 air support Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of AIR-ONE;
 8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of AIR-ONE in amounts and under terms deemed appropriate by the Governing Board;
 9. employ support personnel to perform the functions and operations of AIR-ONE;
 10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of AIR-ONE;
 11. provide and display identification, signage, insignias, patches or other indicia which identify AIR-ONE 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 AIR-ONE's name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of AIR-ONE;
 13. facilitate, enhance or enable interagency communication relative to

the provision of Mutual Aid;

14. provide to Signatory Public Agencies to this ASMAA such information as is useful to them relative to what resources are available from AIR-ONE or other Signatory Public Agencies to this ASMAA;
 15. maintain a listing or database of available equipment, and alleged independent contractor experts in various fields that would serve as a resource to AIR-ONE and any Signatory Public Agency to this ASMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that AIR-ONE:
 - (a). does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, or equipment 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;
 16. engage in such other activities as support, enhance or enable air support Mutual Aid by and between the Signatory Public Agencies to this ASMAA.
- e. It is not the function, responsibility or purpose of AIR-ONE to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Personnel responding to Mutual Aid requests under this ASMAA. Any Personnel responding to an air support Mutual Aid request under this ASMAA shall be Personnel of a Responding Public Agency (and not of AIR-ONE) and shall take their orders from the incident commander of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this ASMAA. In general, AIR-

ONE's 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 AIR-ONE's 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. AIR-ONE 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 AIR-ONE and/or the Requesting Public Agency or the Responding Public Agencies.

4. Additional Signatory Public Agency Provisions

- a. Each Signatory Public Agency to this ASMAA 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 ASMAA might engage under this ASMAA other than for air operations and activities which shall be insured by and through AIR-ONE.
- b. Each Signatory Public Agency to this ASMAA agrees to provide to AIR-ONE 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 AIR-ONE to aid in AIR-ONE's support role under this ASMAA. The Executive Director of AIR-ONE 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 ASMAA agrees that AIR-ONE may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this ASMAA who may request such information for Mutual Aid purposes.
- c. Each Signatory Public Agency to this ASMAA agrees that it will not hold

itself out as an agent of AIR-ONE 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 AIR-ONE or any Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this ASMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the ASMAA.

- d. Each Signatory Public Agency to this ASMAA 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.*), AIR-ONE may only be delegated authority, abilities and powers that the Signatory Public Agency to this ASMAA has itself. To the extent that a Signatory Public Agency to this ASMAA does not have legal authority to participate in cooperative air support mutual aid, this ASMAA is void and of no effect relative to such Signatory Public Agency.
- e. It is the intent of each Signatory Public Agency to this ASMAA that AIR-ONE 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 AIR-ONE in this ASMAA 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 AIR-ONE is limited by this ASMAA, rather than limiting the powers of AIR-ONE, that finding will cause the Signatory Public Agency's participation in the creation of AIR-ONE to be void *ab initio* and Section 3 of this ASMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this ASMAA for purposes of providing and receiving air support Mutual Aid.
- f. Each Signatory Public Agency to this ASMAA 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 ASMAA.
 - 3. To the extent that it is called upon to provide Personnel as a Responding Public Agency, the Personnel the Signatory Public Agency to this ASMAA provides have been properly credentialed by

their respective Boards.

4. To the extent that it is called upon to provide air support equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this ASMAA 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 ASMAA

- a. Any Signatory Public Agency to this ASMAA has the right to terminate its participation in this ASMAA upon ninety (90) days notice to AIR-ONE. AIR-ONE shall notify remaining Signatory Public Agency parties to the ASMAA of the notice of termination.
- b. To the extent that a Signatory Public Agency incurs an obligation under this ASMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that Signatory Public Agency should not meet its obligation under this ASMAA. 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 AIR-ONE is an incorporeal entity, which may not be a public agency, but which may be in need of air support aid:
 1. would be eligible to request or provide air support mutual aid, and;
 2. has agreed with AIR-ONE, under the provisions of this ASMAA, 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 ASMAA and form AIR-ONE, there exists value to the public agencies forming AIR-ONE 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 AIR-ONE. As well, as situations sometimes call for

coordination with entities with or without police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming AIR-ONE. As well, in situations of emergency or disaster and to the extent permitted by law, air support services may be provided or given by non-member affiliates under agreements approved by the Governing Board of AIR-ONE.

- c. Participation by Non-Member Affiliate – A non-member affiliate becomes a non-member affiliate upon approval by the Governing Board and remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of AIR-ONE.
- d. A non-member affiliate may:
 - 1. send its personnel and equipment to participate in AIR-ONE-organized training and educational events upon terms and conditions determined by AIR-ONE;
 - 2. have its representative agent serve, at the discretion of the President of AIR-ONE and with the advice and consent of the Governing Board of AIR-ONE, as an *ex-officio* Governing Board Consultant;
 - 3. at the discretion of AIR-ONE, provide advice and counsel to AIR-ONE 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 AIR-ONE, enter into agreements permitting personnel of a non-member affiliate to provide services, in an emergency or disaster, to Signatory Public Agencies and utilize AIR-ONE coordination services.
 - (b). and under terms and conditions to be determined by the Governing Board of AIR-ONE, enter into agreements permitting Signatory Public Agencies to provide air support services, in an emergency or disaster, to the non-member affiliate and utilize AIR-ONE coordination services.
- e. 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 AIR-ONE or a Signatory Public Agency of AIR-ONE;
 2. bind AIR-ONE, or any of the Signatory Public Agencies to this ASMAA, to any form of an agreement of any sort or kind;
 3. disclose to any third party or the public at large, except as required by law:
 - (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 AIR-ONE or its Signatory Public Agencies,
 - (c). any information deemed by AIR-ONE or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of AIR-ONE Directors, Officers or Signatory Party representatives, the information should be deemed confidential.
- f. A non-member affiliate shall:
1. to the extent that it participates in AIR-ONE 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 other than for air operations and activities which shall be insured by and through AIR-ONE.
 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 AIR-ONE, pay appropriate dues for a non-member affiliate.
- g. 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 AIR-ONE or a Signatory Public Agency.

7. Additional Provisions

- a. Application of Law and Venue Provisions – This ASMAA 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 Winnebago County, Illinois.
- b. Compliance with Laws – All Signatory Public Agencies to this ASMAA 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 ASMAA.
- c. Lack of Waiver – Acceptance of partial performance or continued performance after breach of this ASMAA shall not be construed to be a waiver of any such breach.
- d. Status of a Signatory Public Agency – Nothing contained within this ASMAA 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 ASMAA or as between AIR-ONE and any Signatory Public Agency to this ASMAA. Each Signatory Public Agency to this ASMAA 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 ASMAA or which is a Signatory Public Agency to this ASMAA.
- e. Involuntary Termination of Participation in AIR-ONE – Under terms and conditions established by the Board of Governors of AIR-ONE, a Signatory Public Agency may have its participation in this ASMAA 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 AIR-ONE and each and every Signatory Public Agency to this ASMAA, becoming a Signatory Public Agency to this ASMAA or performance under the terms of this ASMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or AIR-ONE would otherwise be entitled under statute or common law in the absence of this ASMAA.
- g. No Third Party Beneficiary – This ASMAA is not intended nor expected to confer upon or entitle any person or entity, other than AIR-ONE and the Signatory Public Agencies to this ASMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this ASMAA, and all rights of action relating to such enforcement, shall be strictly reserved to AIR-ONE and the Signatory Public Agencies to this ASMAA and nothing contained in this ASMAA 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 ASMAA. It is the express intention of AIR-ONE and the Signatory Public Agencies to this ASMAA that any person or entity (other than AIR-ONE and the Signatory Public Agencies to this ASMAA) who may be deemed to receive services or benefits under this ASMAA shall be deemed to be only an incidental beneficiary to this ASMAA.
- h. Paragraph Headings – The captions and headings used in this ASMAA are only for convenience of reference and the organization of this ASMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this ASMAA.
- i. Severability – If any part, term, or provision of this ASMAA 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 ASMAA shall be construed and enforced as if the ASMAA 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 – This ASMAA constitutes the entire agreement between the Signatory Public Agencies concerning this ASMAA 's subject matter, whether or not written, and may not be modified except as otherwise provided herein.

- k. Amendments – As it may be desirable, from time to time, to amend this ASMAA, this subsection shall govern that process. In the event that one or more Signatory Public Agencies wishes to propose an amendment to this ASMAA, such Signatory Public Agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution to be voted on by the Signatory Public Agencies. The Board shall communicate the proposed amendment to all then-current Signatory Public Agencies to the ASMAA 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 must be received by the Executive Director prior to the time of the cutoff for receipt of the votes and such votes may be delivered 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. 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 business day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute at least two-thirds (2/3rds) of the total Signatory Public Agencies able to vote. 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 – All notices and correspondence shall be directed to AIR-ONE at 515 North Court Street, Rockford, Illinois, 61103; Fax: (815) 963-4904; Email: dlshriver@sotlaw.net.
- m. Counterparts – This ASMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this ASMAA.

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

In Witness Whereof, the Signatory Public Agency designated below enters into this ASMAA with all other Signatory Public Agencies who have signed or will sign this ASMAA 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.

Public Agency Name

By: _____
Legally Authorized Agent

Printed Name

Title: _____

Date: _____

State of Illinois)
County of _____) ss

_____, 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 ASMAA 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.

Notary Public

My Commission Expires:

EXHIBIT A

Members of the Initial Governing Board
of
AIR-ONE

Joel Brumlik. Chief of Police, Winthrop Harbor, IL
Current President of AIR-ONE Emergency Response Coalition, Inc.

Todd Murray. Chief of Police, Byron, IL
Current First Vice-President of AIR-ONE Emergency Response Coalition, Inc.

John Nordigian. CEO and Chairman of the Board, Norstan, Inc.
Current Second Vice-President of AIR-ONE Emergency Response Coalition, Inc.

Michael Bitton. Administrative Commander, Winthrop Harbor IL Police Department
Current Secretary of AIR-ONE Emergency Response Coalition, Inc.

Donald L. Shriver. Attorney at Law, Rockford, IL
Current Treasurer of AIR-ONE Emergency Response Coalition, Inc.