

MEMORANDUM OF AGREEMENT BETWEEN

ILLINOIS SEARCH AND RESCUE COUNCIL

AND THE CITY OF AURORA

This Memorandum of Agreement (MOA) is made between Illinois Search and Rescue Council (ISARC) and the City of Aurora Emergency Management Agency, a municipal corporation (Participating Agency). In this MOA, ISARC and the Participating Agency may also be referred to individually as "Party" or jointly as "Parties". "Member" may be used to refer to the individuals of the Participating Agency who may be deployed.

Purpose of MOA: The purpose of this MOA is to establish a formal understanding between the Parties for participation in ISARC. This agreement applies to the deployment of participating agency members inside the State of Illinois. All terms and conditions of the Interstate Emergency Management Assistance Compact (EMAC) apply to ISARC deployments outside of the State of Illinois. As such, the Parties agree to the following:

1. Obligations of the Participating Agency:
 - 1.1. The Participating Agency hereby acknowledges and gives its express consent for its personnel assigned to ISARC to perform search and rescue activities provided that the Participating Agency shall have the right to maintain the operational capability of its own jurisdiction.
 - 1.2. The Participating Agency acknowledges that at all times its Members remain employees of the Participating Agency, even when performing at the direction of ISARC, and will ensure that all insurance or self-insurance remains in effect while the Member is deployed.
 - 1.3. The Participating Agency acknowledges that the Members' duties include, but are not limited to, participation in training that may occur both in and out of the State of Illinois and participation in ISARC organizational meetings as deemed necessary by the ISARC Leaders.
 - 1.4. The Participating Agency acknowledges that the Members may be deployed intrastate, or interstate if requested via an EMAC request through the Illinois Emergency Management Agency.
 - 1.5. The Participating Agency shall be responsible for obtaining and maintaining all licenses, permits, certificates, and governmental authorities for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate, or governmental authorization to ISARC.
 - 1.6. The Participating Agency acknowledges that while deployed under ISARC search and rescue activities, the Members are subject to the operational control of the authority in charge of search and rescue activities in the area in which they are deployed.
 - 1.7. The Participating Agency will conduct criminal fingerprint background checks on ISARC team Members. Training for ISARC deployable Members will include, at a minimum, all NIMS/ICS coursework currently required for personnel under similar assignment, as determined by current State and Federal guidelines. ISARC deployable Members will also complete at a

minimum, the Basic Ground Search and Rescue curriculum and continuing education as stated in ISARC policy.

- 1.8. The Participating Agency will remit annual dues to ISARC upon completing the application or renewal.
- 1.9. The Participating Agency will ensure all Members deployed are equipped with the proper Personal Protective Equipment (PPE) for the assignment.
2. Obligations of ISARC: ISARC will design, schedule, and conduct periodic search and rescue exercises.
3. Liability: Each Party operating under this Agreement shall bear the risk of its own actions as it would with normal day-to-day operations. Pursuant to the Illinois Emergency Management Act (The Act), the State of Illinois, any political subdivision of the State of Illinois and their employees, officers, and agents, are not liable for any injuries that may occur to any person or for any damage to property during search and rescue activity, ISARC team Members enjoy all powers, duties, rights, privileges, and immunities including, but not limited to, protection under the Illinois Government Tort Liability Act and Worker's Compensation benefits from their Participating Agency employer.
4. Reservation of Rights: This MOA does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
5. Duration of MOA: This MOA shall be effective when executed by both Parties and shall remain effective until cancelled or terminated by either Party, as provided for in this MOA.
6. Termination or Cancellation of MOA: Either Party may terminate or cancel this Agreement for any reason upon 30 calendar days written notice to the other Party.
7. Notice: All notices or other communication given by either Party to the other under this MOA shall be in writing and shall be personally delivered, sent by registered or certified mail (return receipt requested), or by overnight delivery services with full tracking and verification capability, to the other Party at its address set forth below, or such other address as a Party may subsequently designate in writing. The date of personal delivery or upon verification and receipt of such certified or registered mailing, or overnight delivery as the case may be, shall be deemed to be the date on which such notice was given.
8. Compliance with Laws: Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this MOA.
9. Severability: If a court of competent jurisdiction finds a term or condition of this MOA to be illegal or invalid, then the term or condition shall be deemed severed from this MOA. All other terms, conditions, and provisions of this MOA shall remain in full force.

10. Governing Laws: This MOA shall be governed, interpreted, and enforced by the laws of the State of Illinois.
11. MOA Modification: Any modifications, amendments, rescissions, waivers, or releases to this MOA must be in writing and agreed to by both Parties.
12. Entire Agreement. This MOA represents the entire agreement and understanding between the Parties. This MOA supersedes all other oral or written agreements between the Parties.

a. By: _____
(ISARC Coordinator) Date _____

b. By: _____
(ISARC Member Agency) Date _____

Address: _____

