

**ILEAS MFF
Vehicle Agreement – Freightliner Step Van**

1. **PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and the City of Naperville, Illinois (Naperville).
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.). The City of Naperville is a municipality of the State of Illinois and is one of the local law enforcement agencies that created ILEAS. This agreement between ILEAS and Naperville 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 regional Mobile Field Force teams (MFF) throughout the State of Illinois. To support the MFFs, ILEAS has purchased a number of vehicles 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 law enforcement mutual aid. Naperville is willing to become the custodian of ILEAS vehicle(s) to facilitate law enforcement mutual aid in its region.
4. **RESPONSIBILITIES.**
 - a. ILEAS shall:
 - 1) Provide to Naperville the following vehicle ("the vehicle"):

Make	FREIGHTLINER
Model	MT45
Year	2024
VIN	4UZAC2G77RCVC7627
 - 2) Inform Naperville of any recall or product liability issue within a reasonable time of ILEAS being informed as the "purchaser of record" of the issue.
 - b. Naperville shall:
 - 1) Accept the vehicle, obtain proper title and license for the vehicle, and insure the vehicle according to its own policies for insuring similar vehicles.
 - 2) Conduct appropriate and effective preventative maintenance and keep the vehicle in good operating condition at all times and be responsible for fuel, oil and other maintenance consumables, and all major 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 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. Naperville shall not be responsible for the vehicle when it has been activated as a State resource and is outside the control and supervision of Naperville.
 - 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.** Naperville 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 only be operated by (1) official, trained employees of Naperville or (2) official, trained members of a special team supported by ILEAS, unless the vehicle has been transferred to another jurisdiction with the express prior consent of ILEAS.
 - c. The vehicle may be used by Naperville as an asset for its own or regional critical incidents or training.
 - d. The vehicle shall not be used or operated contrary to law.
 - e. The vehicle will not be used for any race or competition.
 - f. The vehicle will not be operated in a negligent or reckless manner.
 - g. The vehicle will not be assigned to one person for use as a "take home" vehicle or used on a daily basis.
 - h. The vehicle will not be marked in any fashion without the written consent of ILEAS.

- i. The vehicle will not be altered or modified in any significant manner without the consent of ILEAS.
 - j. The vehicle will not be removed from the State of Illinois without prior permission from the ILEAS.
- 6. **INSURANCE.** Naperville shall fully indemnify ILEAS for any and all loss of or damage to the vehicle. Naperville 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 Naperville, Naperville will not be financially responsible for damage that may occur to the vehicle outside of the accepted insurance arrangement.
- 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. Chief of Police
Naperville Police Department
1350 Aurora Avenue
Naperville, Illinois 60540
 - b. Executive Director
Illinois Law Enforcement Alarm System
1701 East Main Street
Urbana, Illinois 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 Naperville.
- 9. **EFFECTIVE DATE.** The terms of this agreement will become effective upon 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, Naperville 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 a 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 Naperville that any person or entity (other than ILEAS and Naperville) 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 Naperville 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.

Naperville

ILEAS

By: _____

By: _____

A handwritten signature in black ink, appearing to be 'JL' or similar, written over a horizontal line.

Date: _____

Date: 5/15/2025