

ORDINANCE NO. 96-115

**AN ORDINANCE APPROVING AN
INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE
AGREEMENT BETWEEN THE VILLAGES OF CHATHAM AND LOAMI,
SANGAMON COUNTY, ILLINOIS**

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, as follows:

SECTION 1: That certain Intergovernmental Police Service Assistance Agreement with the Village of Loami, Illinois attached hereto as Exhibit A, is hereby approved. The Village President is authorized and directed to execute Exhibit A on behalf of the Village of Chatham. The proper officers of the Village are authorized and directed to carry out the Agreement according to its terms.

SECTION 2: This Ordinance shall take effect immediately upon its passage and approval.

PASSED THIS 10 day of September, 1996.

Lynne Kester
President

ATTEST:

Ann Momey
Clerk

AYES: 5
NAYS: 0
ABSENT: 1

INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

The Villages of Chatham and Loami, both Illinois municipal corporations located in Sangamon County, Illinois, pursuant to Article VII, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., and Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-4-6 and 11-1-2.1, agree as follows:

SECTION 1 - Purpose of Agreement

The purpose of this agreement is for the party municipalities to provide mutual police aid to each other in emergencies where the requesting agency requests assistance to stabilize any situation where life or property is in jeopardy of injury or destruction. Aid will be requested and given in accordance with "Annex A" attached hereto and made a part hereof.

SECTION 2 - Power and Authority

(a) Each party does hereby authorize and direct its Chief of Police or his or her designee to render and request mutual police aid to and from the other party to the extent of available personnel and equipment not required for adequate protection of the municipality rendering aid. The judgment of the Chief of Police or designee of each municipality rendering aid, as to the amount of personnel and equipment available, shall be final.

(b) Personnel who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the municipality which regularly employs such personnel shall be under the direction and authority of the Chief of Police or the designee of the member municipality requesting aid. Such personnel furnishing aid shall be under the direction and authority of officers of the municipality in whose command they are placed and, if they are police officers in their own municipality, they shall have all of the powers of police officers of the requesting municipality.

(c) Neither party shall be liable to the other municipality for a failure to render aid or the withdrawal of aid once furnished pursuant to this Agreement.

SECTION 3 - Compensation

(a) Cooperative police service and assistance shall be rendered without charge to a the other party during the normal conduct of police business.

(b) Whenever a party anticipates unusual or burdensome costs in assisting another the other under this Agreement, it shall inform requesting party of those anticipated unusual and burdensome costs, so that an agreement for reimbursement can be reached. No party shall be obligated hereunder to incur unusual and burdensome costs without agreement for reimbursement.

SECTION 4 - Indemnification

Each party requesting aid under this Agreement does hereby agree to indemnify, defend and hold harmless the municipality rendering aid, and all employees and officers thereof aid from any liability, cost, expense, claim, demand judgment or attorney's fees arising out of injury or damage caused by any employee or officer involved in rendering aid, including, but not limited to false arrest, detention or imprisonment, wrongful death, malicious prosecution, defamation, assault and battery, invasion of privacy, failure to protect, deprivation of civil rights, trespass or pain and suffering or damage to the property of any third party, except that there shall be no indemnification for any liability arising out of any willful misconduct of any employee. Provided, however, that the total extent of such indemnification including the costs of defense shall be limited to the greater of the following:

- (1) the limits of liability in Section 1-4-6 of the Illinois Municipal Code, 65 ILCS 5/1-4-6;
- (2) the limits of liability for such an occurrence established by a self-insurance pool of which the municipality liable is a member.
- (3) the limits of liability of any insurance policy which provides coverage to the municipality liable for the claim.

SECTION 5 - Liability

All employee benefits, wage and disability payments, pension and workmen's compensation claims, damage to or destruction of equipment and clothing and medical expense of the municipality rendering aid shall be paid by the municipality regularly employing such person performing services pursuant to this Agreement.

SECTION 6 - Rules and Regulations

Each party may establish rules and regulations concerning the method, type and level of response to a request for aid.

SECTION 7 - Term; Termination

This Agreement shall take effect on October 1, 1996 and shall be effective for an initial period through and including December 31, 1999. Thereafter, it shall automatically renew for successive periods of one year each unless at least 30 days prior to the expiration of the original term or any renewal period, either party gives written notice to the other that its participation shall not be renewed. Either party may terminate this agreement with or without cause with: (a) passage and approval of an ordinance providing for its termination; and (b) giving 60 days prior written notice to the other of its termination.

AGREED:

VILLAGE OF CHATHAM

By: _____
Village President

ATTEST:

Penny Mooney

Clerk

VILLAGE OF LOAMI

By: _____
Village President

ATTEST:

Clerk

Intergovernmental Cooperation Agreement
Law Enforcement Assistance

ANNEX "A"

1. Assistance to be Provided

A. Type of Assistance:

B. Duration of Assistance:

C. Priorities of Assistance:

ANNEX 'A1. Assistance to be Provided:

A. Type of Assistance: The assistance will only be requested in emergency situations where the requesting agency requests assistance to stabilize any situation where life or property is in jeopardy of injury or destruction.

In response to requests for assistance the assisting municipality may provide police officers, police vehicles and police equipment to the requesting municipality. At any time that more than the above is requested, the Mayors and Chiefs of Police of both municipalities must give their mutual authorization prior to furnishing such additional assistance.

B. Duration of Assistance: The assistance will be as long as the situation requires within reasonableness to stabilize and control the situation. As soon as the situation is controlled in the opinion of the assisting municipality, it will discontinue assistance and immediately return to its jurisdiction, unless circumstances require it to remain until the situation is terminated.

If the assistance requested is of an emergency nature of a long duration of time, such as natural or other type of disaster, prior to providing such assistance the Mayors and Chiefs of Police will meet and determine what type of equipment, how many personnel, and how long the assistance will be for.

C. Priorities: The municipality requested to provide assistance will not leave its jurisdiction if:

1. It is involved in a situation that it cannot leave.
2. That leaving its jurisdiction would place said jurisdiction in jeopardy of civil or criminal activity.
3. That leaving its jurisdiction would be unsafe to do so.
4. That by leaving its jurisdiction, that jurisdiction would be inadequately protected.
5. That prior to leaving its jurisdiction for a long duration appropriate supervisors will be contacted and arrangements made for coverage while it is gone.
6. That it return immediately after completion of assistance and return to its own jurisdiction.
7. That when responding to assist, the officer or officers will do so with caution and safety while traveling to and from their jurisdiction and at no time place themselves or others in jeopardy by unsafe conduct or driving.

