

ORDINANCE NO. 12-25

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE CITY OF SPRINGFIELD FOR LAW ENFORCEMENT

WHEREAS, the Village of Chatham, Illinois ("Village") and the City of Springfield ("City"), are units of government of the State of Illinois and intergovernmental agreements are expressly allowed by Article VII, @10 of the Illinois Constitution of 1970 and by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5; and


WHEREAS, it is recognized that in certain situations the use of Law Enforcement personnel to perform duties outside the jurisdictional boundaries of the jurisdiction where such personnel are employed may be desirable and necessary in order to protect the health, safety and welfare of the public.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: the Intergovernmental Agreement attached hereto, marked as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute said agreement.


SECTION 2: this Ordinance is effective upon its passage and approval as provided by law.

PASSED THIS 10TH DAY OF JULY, 2012



Thomas S. Gray, President
Village of Chatham

ATTEST:



Pat Schad, Village Clerk



AYES: HERR MAU BOYLE
5 KAUNAKH SCHATTEMAN
NAYS: 0
ABSENT: 1 HOLDEN

PASSED: 7-10-12
APPROVED: 7-10-12

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE
LAW ENFORCEMENT ASSISTANCE**

This Agreement entered into by and between the City of Springfield, Illinois, an Illinois Municipal Corporation, specifically being the Springfield Police Department, hereinafter referred to as "SPD" and the Village of Chatham, specifically being the Chatham Police Department, hereinafter referred to as "CPD." The purpose of this Agreement is to provide for a safe and secure environment for the citizens and visitors of our respective communities and to address mutual problems by working together to devise solutions to these problems.

WHEREAS, each of the parties hereto maintains equipment and personnel for the purpose of law enforcement within their own governmental jurisdiction; and

WHEREAS, the parties hereto desire to augment law enforcement services and report criminal activity when necessary; and

WHEREAS, it is recognized that in certain situations the use of Law Enforcement personnel to perform police duties outside the jurisdictional boundaries of the jurisdiction where such personnel are employed may be desirable and necessary in order to protect the health, safety, and welfare of the public

NOW, THEREFORE, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Governmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the parties hereto agree as follows:

1. The Village of Chatham, through the CPD, and the City of Springfield, through the SPD, hereby authorize their respective Chief of Police, or the Chief's designee, to render law enforcement assistance to each other's jurisdiction, when so requested, to the extent of available personnel and equipment not immediately required for the protection of their respective jurisdictions. The judgment of each jurisdiction's Chief of Police, or his designee, as to the availability of personnel and equipment for mutual assistance is conclusive.
2. Peace Officers of the jurisdictions signing this agreement who, pursuant to a bona fide request for service or assistance, are performing Police duties within the jurisdictional boundaries of the other signatory requesting party, shall act under the direction of the Commanding Officer of the requesting signatory party, and shall have like authority of Peace Officers of the requesting signatory party, including the power to arrest.
3. All wages and disability payments, pensions and worker's compensation claims, damages or causes of action for personal injury, damages to equipment, and medical expenses of any Peace Officer or his signatory party, incurred while the Peace Officer

was responding to or giving assistance to the other signatory party, shall be borne by and remain the responsibility of the responding signatory party, regardless of whether said claim, damage, or cause of action arose while said officer was acting in his own jurisdiction, or while rendering assistance under the terms of this Agreement. Each responding signatory party hereby further agrees to save and hold harmless and indemnify the requesting agency, its officials and employees, from and against all claims, losses, liability and causes of action of damage, injury or death arising from the acts, errors or omissions of the responding agent's officers, officials and employees, while acting pursuant to this Agreement.

4. The Peace Officers of the jurisdictions executing this agreement will not provide routing police patrol service outside of the jurisdiction of their signatory agency.
5. This Agreement shall become effective upon approval by resolution or ordinance of the governing bodies of the signatory agencies and execution of this agreement by such governing bodies.
6. This Agreement shall remain in force and effect until terminated by mutual agreement of the signatory parties, or by ten (10) days written notice of either party to the other.
7. This Agreement cancels and terminates, as of its effective date, all prior Agreements between the parties hereto for the provision of mutual law enforcement assistance, whether written or oral, or partly written or partly oral.
8. The original of this Agreement shall be filed with the respective municipal, Village or county clerk of the signatory agencies.
- 9.

VILLAGE OF CHATHAM, ILLINOIS

BY: Thomas J Gray

TITLE: PRESIDENT

DATE: 7-10-12

CITY OF SPRINGFIELD, ILLINOIS

BY: _____

TITLE: _____

DATE: _____

ATTEST: [Signature]

CLERK

ATTEST: _____

CLERK

DATE: 7-10-12

DATE: _____

