

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN EAST
CENTRAL ILLINOIS MUTUAL AID SYSTEM AGREEMENT**

(Police)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS, as follows:

Section 1. That an East Central Illinois Mutual Aid System Agreement,
in substantially the form of the copy of said Agreement attached hereto and
hereby incorporated by reference, be and the same is hereby authorized and
approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the
same is hereby authorized to execute and deliver and the City Clerk of the
City of Urbana, Illinois, be and the same is authorized to attest to said
execution of said Agreement as so authorized and approved for and on behalf
of the City of Urbana, Illinois.

PASSED by the City Council this 5th day of November,
2001.

AYES: Chynoweth, Hayes, Otto, Whelan, Wyman

NAYS:

ABSTAINS:



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 19th day of November,
2001.

Tod Satterthwaite
Tod Satterthwaite, Mayor

East Central Illinois Mutual Aid System Agreement

THE UNDERSIGNED COMMUNITIES AGREE AS FOLLOWS:

PREAMBLE

The parties are acting pursuant to the following constitutional provision and statutes:

- Article VII, Section 10 of the Constitution of the State of Illinois;
- 65 ILCS 5/1-4-6 (agreements between municipalities for police assistance);
- 65 ILCS 5/11-1-2.1 (indemnification for injuries); and
- 745 ILCS 10/1-101, et seq. (Local Governmental and Governmental Employees Tort Immunity Act).

Section One Purpose of Agreement

1.1 This agreement is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations that are beyond the ability of a community to control given manpower and equipment resources on hand at a given time. Each community named in Appendix 1 has and does express its intent to assist its neighboring communities by providing a portion of its manpower and equipment resources to an affected community as resources and situations allow. The intent of this agreement is to permit the law enforcement agency of each community to more fully safeguard the lives, persons, and property of all citizens.

1.2 The terms of other mutual aid agreements between signatories shall take precedence over this agreement.

Section Two Definitions

For the purpose of this agreement, the following terms are defined as follows:

2.1 East Central Illinois Mutual Aid System (ECIMAS): An organization of East Central Illinois law enforcement agencies participating in this mutual aid agreement.

2.2 Community: City, Village, Town, County, University or College having a law enforcement agency functioning pursuant to authority provided by the governing body of the respective entity.

2.3 Mutual Aid: Response and assistance provided in the event of requests from locations in a stricken community by the aiding communities.

2.4 Participating Communities: A community whose governing body approved this mutual aid agreement.

2.5 Stricken Community: The community in which a sudden law enforcement need occurs that is of such magnitude that it cannot be adequately handled by the local law enforcement agency.

East Central Illinois Mutual Aid System Agreement

2.6 Aiding Community: The community furnishing police equipment and manpower to a stricken community.

2.7 Police Assignment: A pre-determined listing of manpower and equipment developed by the Police Chiefs of the participating communities that will be available to respond to aid a stricken community, in accordance and subject to the aiding community's policies.

Section Three Agreement to Effectuate the Mutual Aid Plan

3.1 Whenever the senior officer present of the stricken community requests assistance of the aiding community under the terms of this mutual aid agreement, the senior officer present of the aiding community is authorized to take the following actions:

- A. Determine what resources are specified by the mutual aid police assignment.
- B. Determine if the equipment and personnel specified in the police assignment are available in response to the requests from the stricken community.
- C. Notify the stricken community as to whether or not assistance will be forthcoming.
- D. If resources are available, dispatch personnel and equipment to the stricken community.

3.2 The rendering of assistance under the terms of this mutual aid agreement shall not be mandatory.

3.3 The senior officer present of the stricken community shall assume full responsibility and command for operations at the scene. Such officer will assign personnel and equipment of the aiding community to positions when and where such officer deems necessary.

3.4 Requests for mutual aid under this agreement will be initiated only when the needs exceed the resources of the stricken community. Aiding communities will be released and returned to duty in their own community as soon as the situation is restored to the point which permits the stricken community to satisfactorily handle it with its own resources or when an aiding community so desires.

3.5 Each participating community also requests that the law enforcement agencies of the other participating communities provide both routine and emergency police services and assistance in situations where they receive calls or other requests for police services from persons who would ordinarily be within the jurisdiction of the law enforcement agency, or where the police officers or other personnel of said communities view circumstances indicating probable cause that there has been a violation of law within the jurisdiction of the law enforcement agency.

3.6 All service performed under this Agreement shall be rendered without reimbursement of any party from the other community, provided, however, that if costs are recoverable and recovered from entities which are not party to this agreement, the party shall be paid that portion of the recovery attributable to its participation. An aiding community to the stricken community may submit a request for payment for unusual or burdensome costs incurred in the performance of mutual aid. Payment of such cost shall be at the discretion of the respective governing bodies of the stricken community. Each participating community assumes the responsibility for members of its police force acting

East Central Illinois Mutual Aid System Agreement

pursuant to this agreement both as to an indemnification of said officers as provided for by 65 ILCS 5/1-4-6, and as to personnel benefits to said officers, all to the same extent as they are protected, and insured, and indemnified and otherwise provided for by the Statutes of the State of Illinois and the ordinances of the participating communities when acting solely within their own corporate limits.

Section Four Termination

4.1 Any community may withdraw from the East Central Illinois Mutual Aid System agreement by notifying the police chiefs of the other participating communities in writing, whereupon the withdrawing community will terminate participation ninety (90) days from the date of written notice.

Section Five Adoption

5.1 This mutual aid agreement shall be in full force and in effect with the passage and approval of this agreement by each participating community, in the manner provided by law, and in the signing of this agreement by the Village President, City Mayor, Trustees or appropriate representative governing body of a community.

**East Central Illinois Mutual Aid System
Agreement**

APPENDIX I

IN WITNESS WHEREOF, the following parties have duly executed this Agreement:

Village of Mahomet
Name of Community

Village President JEFFREY A. COURSON [Signature]
Village President/Mayor/City Manager/City Administrator Print Name/ Signature

David Kelley [Signature]
Chief of Police Print Name/ Signature

POB 1043, 303 E. Oak Street, Mahomet, IL 61853
Address

ATTEST:

CHERYL SPROUL [Signature] 11/2/01
Clerk Print Name/ Signature Date

**East Central Illinois Mutual Aid System
Agreement**

APPENDIX I

IN WITNESS WHEREOF, the following parties have duly executed this Agreement:

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

Name of Community

Neal Williams Neal Williams
Village President/ Mayor/ City Manager/ City Administrator Print Name/ Signature

Paul W. Dollins Paul W. Dollins
Chief of Police Print Name/ Signature

333 S. TANNER, RANTOUL, IL 61866

Address

ATTEST:

Donald Frye 11-13-01
Clerk Print Name/ Signature Date

East Central Illinois Mutual Aid System
Agreement

APPENDIX

IN WITNESS WHEREOF, the following parties have duly executed this Agreement:

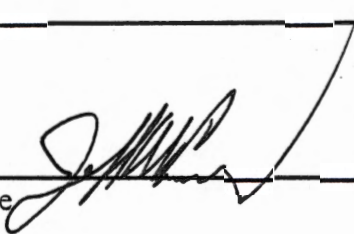
Village of Mahomet

Name of Community

Jeffrey Courson

President/ Mayor

Print Name/ Signature



David A. Kelley

Chief of Police

Print Name/ Signature

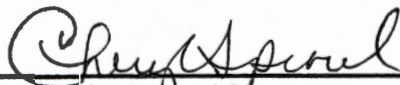


ATTEST:

Cheryl Sproul

Clerk

Print Name/ Signature



September 25, 2001

Date

**East Central Illinois Mutual Aid System
Agreement**

APPENDIX

IN WITNES WHEREOF, the following parties have duly executed this Agreement:

County of Champaign

Name of Community

David J. Madigan

David J. Madigan, Sheriff

Sheriff

Print Name/Signature

ATTEST:

Mark Sheldon

Mark Sheldon

9/27/01

Clerk

Print Name/Signature

Date

East Central Illinois Mutual Aid System
Agreement

APPENDIX

IN WITNESS WHEREOF, the following parties have duly executed this Agreement:

City of Champaign
Name of Community

Steven C. Carter Steven Carter
City Manager Print Name/ Signature

James G. Luecking James G. Luecking
Chief of Police Print Name/ Signature

ATTEST:

Marilyn L. Banks Marilyn L. Banks 9-11-01
Clerk Print Name/ Signature Date

Approved as to Form
07 2001-203
708

RESOLUTION NO. 11-01- 888

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION OF AN
EAST CENTRAL ILLINOIS MUTUAL AID SYSTEM AGREEMENT**

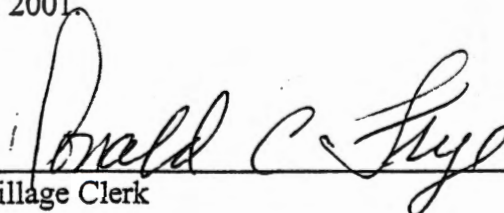
WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the "Corporate Authorities") of the Village of Rantoul, Champaign County, Illinois (the "Village") at which this Resolution is adopted, the form of a certain East Central Illinois Mutual Aid System Agreement (the "Agreement") by and among certain units of local government, colleges and universities in connection with securing to each of the parties thereto the benefits of mutual aid in law enforcement.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, as follows:


Section 1. That the Agreement, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities at which this Resolution is adopted, be and the same is hereby authorized and approved.

Section 2. That for and on behalf of the Village, the Village President and the Chief of Police are hereby authorized to execute and deliver the Agreement, and the Village Clerk is hereby authorized to attest thereto, with such insertions, changes and revisions in the form of such Agreement as may be approved by such Village President, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such insertions, changes or revisions therein from the form of the Agreement now before the meeting of the Corporate Authorities at which this Resolution is adopted.

PASSED this 13th day of November, 2001.


Village Clerk

APPROVED this 13th day of November, 2001.


Village President



East Central Illinois Mutual Aid System
Agreement

COPY

APPENDIX I

IN WITNESS WHEREOF, the following parties have duly executed this Agreement:

City of Urbana
Name of Community

Tod Satterthwaite
Village President/Mayor/City Manager/City Administrator

Tod Satterthwaite
Print Name/ Signature

Eddie B. Adair
Chief of Police

Eddie B. Adair
Print Name/ Signature

Address

ATTEST:

Phyllis D. Clark
Clerk

Phyllis D. Clark
Print Name/ Signature

12/03/01
Date

**East Central Illinois Mutual Aid System
Agreement**

APPENDIX I

IN WITNESS WHEREOF, the following parties have duly executed this Agreement:

Parkland College

Name of Community

Samuel Skelley

Village President/Mayor/City Manager/City Administrator

BONNIE B. KEILEY

Print Name/ Signature

Chairman of the Board of Trustees

Paul W. Sarantakos

Chief of Police
Signature

Paul W. Sarantakos

Print Name/

Address

ATTEST:

Nancy Willamon

Clerk

Nancy Willamon

Print Name/ Signature

11/14/01

Date

"OFFICIAL SEAL"
Nancy R. Willamon
Notary Public, State of Illinois
My Commission Expires 3/15/03

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**East Central Illinois Mutual Aid System
Agreement**

APPENDIX I

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City of Urbana
Name of Community

Tod Satterthwaite
Village President/Mayor/City Manager/City Administrator

Tod Satterthwaite
Print Name/ Signature

Eddie B. Adair
Chief of Police

Eddie B. Adair
Print Name/ Signature

Address

ATTEST:

Phyllis D. Clark
Clerk

Phyllis D. Clark
Print Name/ Signature

12/03/01
Date

East Central Illinois Mutual Aid System Agreement

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PREAMBLE

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1.2 The terms of other mutual aid agreements between signatories shall take precedence over this agreement.

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2.4 Participating Communities: A community whose governing body approved this mutual aid agreement.

2.5 Stricken Community: The community in which a sudden law enforcement need occurs that is of such magnitude that it cannot be adequately handled by the local law enforcement agency.

East Central Illinois Mutual Aid System Agreement

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3.5 Each participating community also requests that the law enforcement agencies of the other participating communities provide both routine and emergency police services and assistance in situations where they receive calls or other requests for police services from persons who would ordinarily be within the jurisdiction of the law enforcement agency, or where the police officers or other personnel of said communities view circumstances indicating probable cause that there has been a violation of law or ordinance within the jurisdiction of the law enforcement agency.

3.6 All service performed under this Agreement shall be rendered without reimbursement of any aiding community from any stricken community, provided, however, that if costs are recoverable and recovered from entities which are not party to this agreement, the party shall be paid that portion of the recovery attributable to its participation. An aiding community to the stricken community may submit a request for payment for unusual or burdensome costs incurred in the performance of mutual aid. Payment of such cost shall be at the discretion of the respective governing bodies of the stricken community. Each participating community assumes the responsibility for members of its

East Central Illinois Mutual Aid System Agreement

police force acting pursuant to this agreement both as to an indemnification of said officers as provided for by 65 ILCS 5/1-4-6, and as to personnel benefits to said officers, all to the same extent as they are protected, and insured, and indemnified and otherwise provided for by the Statutes of the State of Illinois and the ordinances of the participating communities when acting solely within their own corporate limits.

Section Four Termination

4.1 The governing body of any community may withdraw from the East Central Illinois Mutual Aid System agreement by notifying the police chiefs of the other participating communities in writing, whereupon the withdrawing community will terminate participation ninety (90) days from the date of written notice.

Section Five Adoption

5.1 This mutual aid agreement shall be in full force and in effect with the passage and approval of this agreement by each participating community, in the manner provided by law, and in the signing of this agreement by the Village President, City Mayor, Trustees or appropriate representative governing body of a community.