

East Central Illinois Mutual Aid System
Agreement

Memorandum

DATE: October 17, 2001
TO: Mayor Satterthwaite and the Urbana City Council
FROM: Chief Adair
RE: Revision of Mutual Aid Agreement

Various law enforcement agencies within the County (Champaign County) Champaign, Urbana, and the University of Illinois have had a longstanding Mutual Aid Agreement for the purposes of providing emergency or additional assistance to requests from other member departments outside of our own jurisdiction. This Agreement has no expiration date. The agencies have come up with some concerns with the Agreement, and have drawn up a proposed revision to the Agreement that addresses needed changes. In addition, the Villages of Mahomet and Rantoul and Parkland College have requested membership to the existing Agreement. Both villages in the past have requested and received assistance from the cities of Urbana and Champaign. Mahomet and Rantoul will become members to the new Agreement.

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BACKGROUND:

1. Necessity for Police Mutual Aid: Emergencies or other critical incidents occasionally occur, either man-made or natural disasters, which result in a demand for resources beyond the capacity of a single community. Mutual Aid Plans establish procedures for handling these requests. Some examples are severe weather (tornadoes/floods), an earthquake, hazardous material accident, train/airplane accident, riot situation, or a large scale planned public event (Balloon Festival).

REVISION/CLARIFICATION TO LANGUAGE:

1. Responsibility for worker's compensation of injured officers: The current Agreement does not expressly address the question of responsibility for worker's compensation, but the practice among the member agencies is that each agency has been responsible for a worker's compensation claim of its own personnel, even when those personnel are responding in another agency's jurisdiction.
2. The Agreement clarifies the manner in which an agency makes a request for assistance and more clearly defines the ability of the assisting agency to decline a request for assistance.

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The Agreement as written requires each member agency to approve it as written without changes. The Agreement has now been formally passed by the Champaign City Council. The revisions to the Agreement are not expected to have any budgetary impact beyond the costs associated with the existing Agreement. It proceeds next to the City of Urbana and the other jurisdictions. Accordingly, the request of the City of Urbana Police Department is that the Agreement be passed by the City Council.

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ORDINANCE NO. 2001-10-129

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 _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Tod Satterthwaite, Mayor

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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.

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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.

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 or ordinance within the jurisdiction of the law enforcement agency.

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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 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.

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APPENDIX I

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

Name of Community

City Manager/Chief Administrative Officer **Print Name/ Signature**

Chief of Police **Print Name/ Signature**

Address

ATTEST:

Clerk **Print Name/ Signature** **Date**