

RESOLUTION NO. 7879-R73

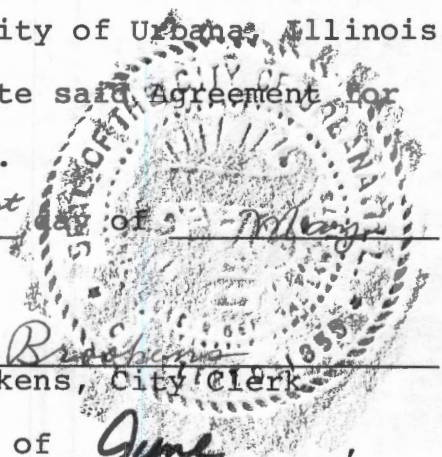
A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION OF AN AGREEMENT FOR POLICE SERVICES

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

Section 1. That "An Agreement For Police Services"  
among the City of Urbana, City of Champaign, and the University of  
Illinois, a copy of which said Agreement is attached hereto and  
incorporated herein by reference, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois,  
be and the same is hereby authorized to execute said Agreement for  
and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 21<sup>st</sup> day of May,  
1979.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 1<sup>st</sup> day of June,  
1979.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

AN AGREEMENT  
FOR POLICE SERVICES

CHAMPAIGN--UNIVERSITY OF ILLINOIS--URBANA

WHEREAS, it is in the best interests of the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois to provide for police services upon request; and

WHEREAS, the 1970 Illinois Constitution (Article VII, Section 10) and the Illinois Revised Statutes (Chapter 127, Sections 741-748) provide authority for intergovernmental cooperation; and

WHEREAS, the two cities and the University may obtain more effective and efficient police services when police officers of the two cities and the University have the assistance of other officers.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois at Urbana-Champaign agree as follows:

1. Definitions.

(a) "Department" means the police departments of the City of Champaign, the City of Urbana, and the University of Illinois at Urbana-Champaign.

(b) "Requesting department" means a department requesting police services or assistance pursuant to this Agreement.

(c) "Responding department" means a department providing police services or assistance pursuant to this Agreement or a department which may be called upon to provide police services or assistance pursuant to this Agreement.

(d) "Police services and assistance" means personnel and equipment necessary for providing ordinary police protection and services and for



aiding in suppressing or in attempting to suppress any mob action, riot, or other similar civil disturbance.

(e) "Jurisdiction" of the police department of the City of Champaign means the corporate limits of said City, and of the police department of the City of Urbana means the corporate limits of said City, and of the University of Illinois means all real property owned or controlled by the University of Illinois in Champaign County or any other area in Champaign County when the exercise of police power is required for the protection of University properties and interests and its students and personnel.

(f) "METCAD" means Metropolitan Computer-Aided Dispatch, a common computer-aided police dispatch system utilizing a central computer, a common dispatch center and a common dispatching staff established by and operated for the benefit of the City of Champaign, the City of Urbana and the University of Illinois at Urbana-Champaign pursuant to an intergovernmental agreement covering the establishment and operation of METCAD dated May 1, 1979.

## 2. Police Services or Assistance.

(a) Any department through its police officers or other personnel may request services or assistance from the other departments; or pursuant to policies hereafter adopted by the departments, a METCAD dispatcher may request service or assistance from one department to be provided in the jurisdiction of another department.

(b) A requesting department or a METCAD dispatcher, when acting for the requesting department pursuant to policies hereafter adopted by the departments shall specify the type of police services or assistance which are necessary; a requesting department or METCAD dispatcher shall state the amount and type of personnel and equipment requested. Departmental affiliation will be adhered to whenever possible.

(c) A responding department shall make a reasonable effort to provide the police services or assistance requested pursuant to this Agreement.

(d) A responding department shall determine the amount and type of equipment and the number of personnel for providing police services and assistance pursuant to this Agreement.

(e) The City of Champaign hereby requests that the departments of the City of Urbana or the University of Illinois provide police services or assistance in situations where they receive calls or other requests for police services or assistance from persons who would ordinarily be within the jurisdiction of the department of the City of Champaign or where the on-duty police officers or other personnel of said departments view circumstances indicating probable cause that there has been, is, or may be a violation of a state law, ordinance, or other rule or regulation within the jurisdiction of the department of the City of Champaign; the City of Urbana hereby requests that the departments of the City of Champaign or the University of Illinois provide police services or assistance in situations where they receive calls or other requests for police services or assistance from persons who would ordinarily be within the jurisdiction of the department of the City of Urbana or where the police officers or other personnel of said departments view circumstances indicating probable cause that there has been, is, or may be a violation of a state law, ordinance, or other rule or regulation within the jurisdiction of the department of the City of Urbana; and The Board of Trustees of the University of Illinois hereby requests that the departments of the City of Urbana or the City of Champaign provide police services or assistance in situations where they receive calls or other requests for police services or assistance from persons who would ordinarily be within the jurisdiction of the department of the University of Illinois or where



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the police officers or other personnel of said departments view circumstances indicating probable cause that there has been, is, or may be a violation of a state law within the jurisdiction of the department of the University of Illinois.

### 3. Police Authority.

(a) When acting pursuant to this Agreement within the jurisdiction of a requesting department, police officers or other personnel of a responding department shall therein have the same police authority and power as police officers or other personnel of a requesting department.

(b) The chiefs of police of the departments shall establish such working procedures and measures as they deem necessary for the control and direction of police officers, personnel and equipment when such police officers, personnel and equipment are acting within the jurisdiction of a requesting department pursuant to this Agreement; provided, however, that until such working procedures and measures are established, such police officers, personnel and equipment of a responding department shall be subject to the direction and control of the chief of police of the requesting department.

### 4. Liability.

(a) In the event of any injury to the person or property of another caused by a police officer or other personnel of a responding department, when acting pursuant to this Agreement within the jurisdiction of a requesting department, the governmental entity of the responding department shall be responsible for any damages from any liabilities arising out of such injury.

(b) In the event of any injury to the person or property of police officers or other personnel of a responding department or of any injury

to the property of a responding department, when acting pursuant to this Agreement within the jurisdiction of a requesting department, the governmental entity of the responding department shall be responsible for any damages from any liabilities arising out of such injury.

5. Severability.

If any provision of this Agreement is invalid for any reason, such an invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

6. Effective Date; Amendment; Termination.

This Agreement shall be effective when duly executed by the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois. This Agreement may be modified or amended by unanimous agreement of the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois. This Agreement shall terminate and shall have no force or effect upon passage by the City of Champaign or the City of Urbana or The Board of Trustees of the University of Illinois of an ordinance, resolution, or other document indicating withdrawal from this Agreement.

7. Governing Law.

This Agreement shall be construed in accordance with the laws and constitution of the State of Illinois.

IN WITNESS WHEREOF, the City of Champaign, the City of Urbana, and The Board of Trustees of the University of Illinois have caused this Agreement

to be duly executed and attach herewith a copy of the ordinance, resolution or other document authorizing the signing official to execute this Agreement.

CITY OF CHAMPAIGN

By Eugene Miller  
City Manager

Date 5/1/79

Attest William M. Slippig  
Acting City Clerk

CITY OF URBANA

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS

By \_\_\_\_\_  
Comptroller

Date \_\_\_\_\_

Attest \_\_\_\_\_  
Secretary