

VILLAGE OF TOLONO
RESOLUTION NUMBER 01-10 _____

A RESOLUTION APPROVING AN EAST CENTRAL ILLINOIS MUTUAL AID
AGREEMENT BETWEEN LAW ENFORCEMENT AGENCIES

ADOPTED AND PUBLISHED IN PAMPHLET FORM
THIS 6th DAY OF NOVEMBER, 2001

VILLAGE OF TOLONO
CHAMPAIGN COUNTY, ILLINOIS

Resolution No. 01-10

**A RESOLUTION APPROVING AN EAST CENTRAL ILLINOIS MUTUAL AID
AGREEMENT BETWEEN LAW ENFORCEMENT AGENCIES**

WHEREAS, the Village of Tolono, Illinois, is a municipality in Champaign County; and

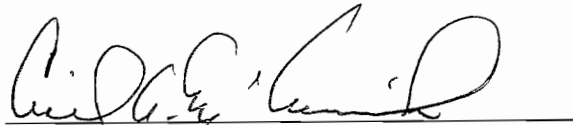
WHEREAS, the Village of Tolono maintains a Police Department; and

WHEREAS, it is in the public interest that Police Department personnel cooperate with other similar organizations in East Central Illinois pursuant to a mutual aid agreement, as an intergovernmental agreement; and

WHEREAS, the Village of Tolono and other relevant entities have agreed upon a Mutual Aid Agreement between law enforcement agencies, which shall be approved by the Village of Tolono.


NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Village of Tolono approve and become a party to a Mutual Aid Agreement between law enforcement agencies, in substantially the form attached.
2. The Village President and Village Clerk be authorized and directed to sign such Mutual Aid Agreement as directed by the Village Chief of Police.



Cecil McCormick
Village President

Attest:



Barbara E. Humer
Village Clerk

East Central Illinois Mutual Aid System
Agreement

APPENDIX

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

Name of Community

President/ Mayor

Print Name/ Signature

Chief of Police

Print Name/ Signature

ATTEST:

Clerk

Print Name/ Signature

Date

East Central Illinois Mutual Aid System Agreement

The undersigned communities agree pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and Chapter 5 Act 220; Chapter 65 Act 5, Article 1, Division 4, Section 5/1-4-6; and Chapter 65 Act 5, Article 11, Division 1, Section 5/11-1-2.1; and Chapter 745 Act 10, Article VII, Illinois Compiled Statutes, (Illinois State Bar Edition) as follows:

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 the manpower and equipment resources on hand at a given time. Each community named (Appendix 1) has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific 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 This agreement shall not have the effect of terminating or abrogating in any way, any of the provisions of other mutual aid agreements which are entered into between any of the signatories of 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*: A City, Village, Town, County, University or College having a recognized law enforcement agency

2.3 *Mutually Aid*: a definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of requests from locations in a stricken community by the aiding communities in accordance with the police assignments as developed by the Police Chiefs of the participating communities.

2.4 *Participating Communities*: a community that commits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other participating communities for rendering and receiving mutual aid in the event of disaster in accordance with the police assignment.

2.5 *Stricken Communities*: the community in which a disaster 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 Communities*: A community furnishing police equipment and manpower to a stricken community.

2.7 *Police Assignments*: A pre-determined listing of manpower and equipment that will respond to aid a stricken community.

Section Three
Agreement to Effectuate the Mutual Aid Plan

The Village President, Mayor, or Board of Trustees of each participating community is authorized on behalf of that community to enter into and from time to time alter and amend on the advice of the Chief of Police and with the consent of the governing body of that community, an agreement with other communities for mutual aid according to the following:

3.1 Whenever a disaster is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken community to request assistance of the aiding community, under the terms of this mutual aid agreement and the senior officer present of the aiding community are authorized to and shall forthwith take the following actions:

- A. Determine what resources are required according to the mutual aid Police assignment.
- B. Determine if the required equipment and personnel can be committed in response to the requests from the stricken community.
- C. Dispatch the personnel and equipment required to the stricken communities in accordance with the Police assignment to the beat.

3.2 The rendering of assistance under the terms of this mutual aid agreement shall not be mandatory in accordance with the Police assignments if local conditions prohibit response. In that event it is the responsibility of the Aiding community to immediately notify the stricken community of the same.

3.3 The senior officer present of the stricken community shall assume full responsibility and command for operations at the scene. He will assign personnel and equipment of the aiding community to positions when and where he 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, as per Item B above, 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 assistance from persons who would ordinarily be within the jurisdiction of the law enforcement agency, or where the police officers

East Central Illinois Mutual Aid System Agreement

Other personnel of said communities view circumstances indicating probable cause that there has been a violation of law or other rule or regulation 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 others. The aiding communities to the stricken community may submit request for indemnification for unusual or burdensome costs incurred in the performance of mutual aid. Indemnification of such cost shall be at the discretion of the respective elective Board and Councils. 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 Chapter 65 of ILCS 5/1-4-6, and as to personal 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 a companion ordinance by all participating communities, in the manner provided by law, and in the signing of this agreement by the Village President, City Mayor, Trustees or appropriate governing body of a community.

**East Central Illinois Mutual Aid System
Agreement**

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Print Name/ Signature

Chief of Police

Print Name/ Signature

ATTEST:

Clerk

Print Name/ Signature

Date