

MADISON COUNTY LAW ENFORCEMENT MUTUAL AID AGREEMENT

Pursuant to Illinois Municipal Code 65 ILCS 5/11-1-2.1, this Mutual Aid Agreement is made this ___ day of February, 2017, by and among Alton Police Department, East Alton Police Department, Wood River Police Department, Roxana Police Department, South Roxana Police Department, Hartford Police Department, Bethalto Police Department, Hamel Police Department, Worden Police Department, Livingston Police Department, Edwardsville Police Department, Southern Illinois University-Edwardsville Police Department, Pontoon Beach Police Department, Granite City Police Department, Madison Police Department, Venice Police Department, Fairmount City Police Department, Collinsville Police Department, Maryville Police Department, Glen Carbon Police Department, Troy Police Department, St. Jacob Police Department, Marine Police Department, Highland Police Department, Grantfork Police Department, and Madison County Sheriff's Office.

WHEREAS, the parties have determined that providing emergency police aid across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing police services and for the use of their joint police forces, their equipment and materials for their mutual protection, defense and maintenance of peace and good order; and

WHEREAS, the parties agree that it is in their mutual benefit to cooperate in the enforcement of laws; and

WHEREAS, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, *to wit*, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1).

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, subject to the specific terms and conditions herein, the parties hereto jointly resolve and agree with one another as follows:

1. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

- a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical

shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

- b. Emergency – including, but not limited to, any human-caused or natural event or circumstance within the area of operation of any Signatory Jurisdiction causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Signatory Jurisdiction, in terms of personnel, equipment and facilities, thereby requiring assistance.
- c. Jurisdiction – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/2(1)).
- d. Law Enforcement Personnel – An employee of a Signatory Public Agency to this agreement who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).
- e. Mutual Aid – Assistance provided by a Jurisdiction to another Jurisdiction pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.
- f. Requesting Jurisdiction – A Signatory Jurisdiction to this agreement that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.
- g. Responding Jurisdiction – A Signatory Jurisdiction to this agreement that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Jurisdiction during an Emergency or Disaster.
- h. Signatory Jurisdiction – a Jurisdiction that has executed this agreement by signature of an authorized individual for the Jurisdiction under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of the Jurisdiction in order to execute the agreement.

2. It is the intent and purpose of this Mutual Aid Agreement that there be the fullest cooperation among the Signatory Jurisdictions to ensure the maintenance of good order and law enforcement during an emergency situation or other law enforcement matter which requires assistance beyond the capacity of a signatory jurisdiction.

3. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional law enforcement assistance, without the necessity of deputizing officers from the other cooperating jurisdictions, when an emergency, disaster, or need exists. Such officers and their principals shall have full police powers as conferred upon them by law during the period of such need in the jurisdiction which they do not normally serve. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of Illinois.

4. Each Signatory Jurisdiction shall, prior to the effective date hereof, notify its police officers and general liability insurance carriers of this agreement.

5. Nothing herein shall be construed so as to interfere with or supersede any Signatory Jurisdiction's collective bargaining agreement with its employees' respective representation. To the extent that any collective bargaining agreement between a Signatory Jurisdiction and its employees' representation is inconsistent with this Agreement, the aforementioned collective bargaining agreement shall control. Each Signatory Jurisdiction shall review any and all applicable collective bargaining agreements it is a party to in order to determine its obligations thereunder.

6. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the Requesting Jurisdiction said request may be made through general dispatch at the direction of the requesting officer. Such request will include the following:

- a. The name and title of the official making the request;
- b. A summary of the circumstances initiating the action and a description of the assistance needed; and
- c. The name, title, and location of the official to whom assisting personnel shall report.

7. Upon receipt of a request for assistance, the officer receiving the request shall consider the circumstances in the requesting jurisdiction. He/she shall evaluate the disposition and availability of his/her own resources, and the capacity of his/her own agency to provide the requested assistance. The receiving officer who concurs in the existence of a need of law enforcement assistance within the Requesting Jurisdiction shall provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his/her agency's own forces.

8. Nothing contained in this agreement shall compel any party hereto to respond to a request for law enforcement assistance when its own personnel are, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, needed or are being used within the boundaries of its own jurisdiction. No party actually providing assistance pursuant to this agreement shall be compelled to continue with such assistance if, in the opinion of the agency's principal law enforcement officer or his/her then officer command, its personnel and/or equipment

are needed for other duties within its jurisdictional boundaries. The Requesting Jurisdiction agrees that this agreement shall not give rise to any liability or responsibility for the failure of any other Signatory Jurisdiction to respond to any request for assistance made pursuant to this agreement.

9. During the period assistance is provided, personnel of the Responding Jurisdiction shall operate in the Requesting Jurisdiction with the same powers, rights, benefits, privileges, and immunities as are enjoyed by the members of the Requesting Jurisdiction. Each officer who enters the jurisdiction of the Requesting Jurisdiction pursuant to this agreement is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

10. The principal law enforcement officer of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into the Requesting Jurisdiction.

11. Services performed and expenditures made as a result of this agreement shall be deemed conclusively to be for public and governmental purposes. As such, all of the immunities from liability enjoyed by a signatory jurisdiction within its territorial limits shall be enjoyed by it, as well as each deputy and their principals, to the same extent when it is providing assistance outside its boundaries pursuant to this agreement when acting through its police personnel or other officers, agents or employees.

12. The law enforcement officers, agents, and employees of a Responding Jurisdiction, when acting beyond its territorial limits, shall have all of the immunities from liability and exemptions from laws, ordinances and regulations and shall have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.

13. Each party to this agreement shall:

- a. Waive any and all claims against other Signatory Jurisdictions which may arise from their activities outside their respective jurisdictions when acting under this agreement;
- b. Indemnify and hold harmless the Signatory Jurisdictions rendering assistance to it under this agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties outside their respective jurisdiction; and
- c. Be solely responsible for indemnifying any and all parties rendering assistance to it.

14. The Signatory Jurisdictions shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles, and equipment used in association with, or arising

out of, the rendering of assistance pursuant to this agreement. All equipment provided or services performed under this agreement shall be provided without reimbursement to the Responding Jurisdiction from the Requesting Jurisdiction. Nothing contained herein shall prohibit a Responding Jurisdiction from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Jurisdiction agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Jurisdiction.

15. Throughout the duration of any response for assistance, the Requesting Jurisdiction shall provide for adequate radio communications with personnel of the Responding Jurisdiction. This may be in the form of agency-owned radios, radio network interfacing, or use of multi-jurisdictional radio frequencies.

16. Any Requesting Jurisdiction which receives aid under this agreement shall provide for the release of assisting personnel as soon as is practicable.

17. If any part, term, or provision of this agreement is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties to this agreement shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.

18. The agreement shall remain in effect until terminated by all Signatory Jurisdictions hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by one Signatory Jurisdiction hereto shall be made by thirty (30) days written notice to all other parties but shall not terminate the agreement among the remaining Signatory Jurisdictions. This document shall remain in full force and effect notwithstanding the continued tenure of any of the representatives whose signatures appear hereon.

19. This agreement shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this agreement or the construction or interpretation of this agreement shall be in a state court in Madison County, Illinois.

20. All Signatory Jurisdictions to this agreement agree to comply with federal, state, county, and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the signatory jurisdictions' respective performances of the provisions of this agreement.

21. Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Jurisdictions to this agreement. Each Signatory Jurisdiction is acting in its own individual capacity and not as the agent of any other Jurisdiction which is created by this agreement.

22. This agreement may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this agreement.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, each individual signing below represents and warrants that he or she is fully authorized to sign and deliver this agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this agreement as of the date and year written below.

Madison County Sheriff's Office

By: _____

Name: _____

Title: _____

Date: _____

Alton Police Department

By: _____

Name: _____

Title: _____

Date: _____

East Alton Police Department

By: _____

Name: _____

Title: _____

Date: _____

Wood River Police Department

By: _____

Name: _____

Title: _____

Date: _____

Roxana Police Department

By: _____

Name: _____

Title: _____

Date: _____

South Roxana Police Department

By: _____

Name: _____

Title: _____

Date: _____

Hartford Police Department

By: _____

Name: _____

Title: _____

Date: _____

Bethalto Police Department

By: _____

Name: _____

Title: _____

Date: _____

Hamel Police Department

By: _____

Name: _____

Title: _____

Date: _____

Worden Police Department

By: _____

Name: _____

Title: _____

Date: _____

Livingston Police Department

By: _____

Name: _____

Title: _____

Date: _____

Edwardsville Police Department

By: _____

Name: _____

Title: _____

Date: _____

**Southern Illinois University-Edwardsville
Police Department**

By: _____

Name: _____

Title: _____

Date: _____

Pontoon Beach Police Department

By: _____

Name: _____

Title: _____

Date: _____

Granite City Police Department

By: _____

Name: _____

Title: _____

Date: _____

Madison Police Department

By: _____

Name: _____

Title: _____

Date: _____

Venice Police Department

By: _____

Name: _____

Title: _____

Date: _____

Fairmont City Police Department

By: _____

Name: _____

Title: _____

Date: _____

Collinsville Police Department

By: _____

Name: _____

Title: _____

Date: _____

Maryville Police Department

By: _____

Name: _____

Title: _____

Date: _____

Glen Carbon Police Department

By: _____

Name: _____

Title: _____

Date: _____

Troy Police Department

By: _____

Name: _____

Title: _____

Date: _____

St. Jacob Police Department

By: _____

Name: _____

Title: _____

Date: _____

Marine Police Department

By: _____

Name: _____

Title: _____

Date: _____

Highland Police Department

By: _____

Name: _____

Title: _____

Date: _____

Grantfork Police Department

By: _____

Name: _____

Title: _____

Date: _____