

VILLAGE OF MT. AUBURN

ORDINANCE NO. 56

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF MT. AUBURN
THIS 7TH DAY OF OCTOBER, 1996.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
MT. AUBURN, CHRISTIAN COUNTY, ILLINOIS,
THIS 8TH DAY OF OCTOBER, 1996.

VILLAGE OF MT. AUBURN

ORDINANCE NO. 56

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

WHEREAS, attached hereto and incorporated herein by reference is a copy of an Intergovernmental Police Service Assistance Agreement to be entered into by the Village of Mt. Auburn, Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. AUBURN, ILLINOIS:


Section 1: That the President and Board of Trustees hereby approve of the Village entering into the said Agreement, and in the form attached hereto; and by and on behalf of the Village of Mt. Auburn, the President and Village Clerk are hereby authorized and directed to sign such Agreement and to place the Village's corporate seal thereon.

Section 2: That if any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect or otherwise impair any other section, clause, provision or portion of this Ordinance which is not, in or of itself, invalid or unconstitutional.

Section 3: This Ordinance shall be effective upon its passage, approval and publication in pamphlet form as provided by law.

ON MOTION DULY MADE AND SECONDED and pursuant to roll call

vote, this Ordinance was passed, approved and adopted this 7th day of October, 1996.


BRUCE HOHENSTEIN, Village President
Village of Mt. Auburn, Illinois

ATTEST:


TAMMY HAMELL, Village Clerk

AYES: Trustees : Copenhagen, F. Vincent, S. Vincent, Patton, Hanland, H

NAYS: _____

ABSENT: _____

FILED IN THE OFFICE OF THE VILLAGE CLERK,
VILLAGE OF MT. AUBURN, ON THE 7TH DAY OF OCTOBER, 1996.

PUBLISHED IN PAMPHLET FORM ON OCTOBER 8, 1996.

CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF CHRISTIAN.)

I, TAMMY HAMELL, certify that I am the duly elected and acting Village Clerk of the Village of Mt. Auburn, Christian County, Illinois.

I further certify that on October 7, 1996, the Board of Trustees of said Village passed and approved Ordinance No. 56 entitled "AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT".

The pamphlet form of Ordinance No. 56 including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on October 8, 1996, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the Office of the Village Clerk.

DATED at Mt. Auburn, Illinois, this 7th day of October, 1996.



TAMMY HAMELL, Village Clerk

(MUNICIPAL SEAL)

**INTERGOVERNMENTAL POLICE SERVICE
ASSISTANCE AGREEMENT**

The undersigned municipalities, pursuant to Article VII, Section 10 of the Illinois Constitution, Chapter 5, Sections 220/1 thru 220/8 and Chapter 65, Sections 5/1-4-6 and 5/11-1-2.1 of the Illinois Revised Statutes, agree as follows:

SECTION 1 - Purpose of Agreement

It is recognized that in certain situations the use of police personnel and equipment to perform police duties outside of the territorial limits of the municipality where such officers are legally employed, is desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

SECTION 2 - Power and Authority

(a) Each participating municipality does hereby authorize and direct its police department or Chief of Police or his designee to render and request mutual police aid to and from other participating municipalities to the extent of available personnel and equipment not required for adequate protection of the municipality rendering aid. The judgment of the presiding police officer of the police department, Chief of Police or his designee of each municipality rendering aid, as to the amount of personnel and equipment available, shall be final.

(b) Personnel who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the municipality which regularly employs such personnel shall be under the direction and authority of the superior police officer or his designee of the member municipality requesting aid. Such personnel furnishing aid shall be under the direction and authority of officers of the local municipality in whose command they are placed and, if they are police officers in their own municipality, they shall have all of the powers of police officers of the requesting municipality.

(c) No municipality shall be liable to another municipality for a failure to render aid or the withdrawal of aid once furnished pursuant to this Agreement.

SECTION 3 - Compensation

(a) Cooperative police service and assistance shall be rendered without charge to a participating municipality during the normal conduct of police business.

(b) Whenever a municipality anticipates unusual or burdensome costs in assisting another municipality under this Agreement, it shall inform the municipality to receive assistance

of those anticipated unusual and burdensome costs, so that an agreement for reimbursement can be reached. No assisting municipality shall be obligated hereunder to incur unusual and burdensome costs without agreement for reimbursement.

SECTION 4 - Indemnification

Each municipality requesting aid under this Agreement does hereby agree to indemnify, defend and hold harmless any municipality, employee, or officer thereof, rendering aid for any liability, cost, expense, claim, demand, judgment or attorney's fees arising out of injury or damage caused by any employee or officer involved in rendering aid, including, but not limited to false arrest, detention or imprisonment, wrongful death, malicious prosecution, defamation, assault and battery, invasion of privacy, failure to protect, deprivation of civil rights, trespass or pain and suffering or damage to the property of any third party, except that there shall be no indemnification for any liability arising out of any willful misconduct of any employee. Provided, however, that the total extent of such indemnification including the costs of defense shall be limited to the greater of the following:

- (1) the limits of liability in Chapter 65, Section 5/1-4-6 of the Illinois Compiled Statutes; or
- (2) the limits of liability for such an occurrence established by a self-insurance pool of which the municipality liable is a member; or
- (3) the limits of liability of any insurance policy which provides coverage to the municipality liable for the claim.

SECTION 5 - Liability

All employee benefits, wage and disability payments, pension and workmen's compensation claims, damage to or destruction of equipment and clothing and medical expense of the municipality rendering aid shall be paid by the municipality regularly employing such person performing services pursuant to this Agreement.

SECTION 6 - Rules and Regulations

Each participating municipality may establish rules and regulations concerning the method, type and level of response to a request for aid.

SECTION 7 - Effective Date of Agreement

(a) This Agreement shall be in full effect and legally binding at such time as an ordinance authorizing its execution has been passed and approved by at least two (2) municipalities

located in whole or in part within Christian County, Illinois. This agreement may be executed in duplicate counterparts containing the authorized signatures of one or more municipalities.


(b) Copies of such an ordinance entering into this Agreement shall be filed with the Village Clerk's/City Clerk's Office of all participating municipalities within thirty (30) days of passage and approval.

SECTION 8 - Termination of Agreement

(a) Any participating municipality may withdraw from this Agreement at any time, at its option, by ordinance of its Board or Council.

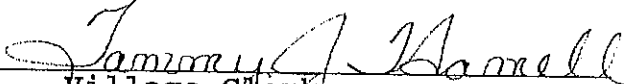
(b) Copies of such an ordinance withdrawing from the Agreement shall be filed with the Village Clerk's/City Clerk's Office of all participating municipalities within thirty (30) days of passage and approval.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following persons.

Municipality


Village President

ATTEST:



Village Clerk

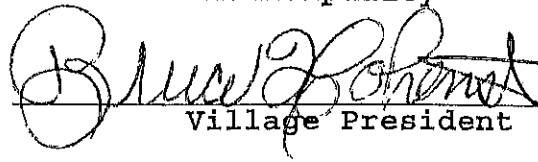
Municipality

Village President

ATTEST:

Village Clerk

Municipality



Village President

ATTEST:

Village Clerk

Municipality

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Village Clerk

Municipality

Village President

ATTEST:

Village Clerk