

## **LAW ENFORCEMENT MUTUAL AID AGREEMENT**

THIS MUTUAL AID AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Elgin, Illinois, a municipal corporation, (hereinafter referred to as "Elgin" and/or "Requesting Party" or "Responding Party" when applicable), and the City of Aurora, Illinois, a municipal corporation, (hereinafter referred to as "Aurora" and/or "Requesting Party" or "Responding Party" when applicable), referred to collectively as "Agencies".

WHEREAS, Elgin and Aurora have each determined it to be in their best interests to form a law enforcement mutual aid task force to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and to protect health, life and property from riot, disaster, and unlawful assembly characterized by force and violence or threatened violence by groups; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities and counties, to enter into contracts to exercise, combine or transfer any power of function not prohibited to them by law or ordinance; and

WHEREAS, Elgin and Aurora are units of local government within the meaning of Section 10 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Section 220/1 *et seq.*, known as the "Intergovernmental Cooperation Act," authorizes units of local government in Illinois to exercise jointly with any other public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Elgin and Aurora are public agencies within the meaning of the Intergovernmental Cooperation Act.

NOW, THEREFORE, for and in consideration of the mutual undertakings set forth herein, the parties hereto hereby agree as follows:

1. The following terms shall have the following meanings when used in this Agreement:
  - "Law Enforcement Officer" means any commissioned peace officer as defined under the Illinois Code of Criminal Procedure.
  - "Member" means the City of Elgin or the City of Aurora.

- “Chief Law Enforcement Officer” means the Chief of Police or such Chief’s designee.
- “Requesting Party” means a member who requests enforcement assistance from another member under this Agreement.
- “Responding Party” means a member to whom a request for assistance is directed by a Requesting Party under this Agreement.
- “SWAT” means Specialized Weapons and Tactics Team or Aurora’s Special Response Team “SRT”.

2. Elgin and Aurora shall each provide mutual aid to each other to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and to protect health, life and property from riot, disaster, and unlawful assembly characterized by force and violence or threatened violence by groups.

3. The following guidelines shall be specific to the Specialized Weapons and Tactics Teams (SWAT) for both Elgin and Aurora:

- (a) Requests for assistance may be planned, unplanned, and emergency requests;
- (b) Agencies shall follow their own policies and procedures;
- (c) The Requesting Party shall maintain incident command while the assisting agency shall fall under their tactical command (ICS) or staff tactical command;
- (d) Agencies shall cover their own salaries and personnel costs; and
- (e) Requests may include operational relief, equipment and personnel to operate equipment, supplemental personnel, specialty personnel or full team.

4. The parties hereto shall endeavor to coordinate efforts and maintain communications to maximize timely and comprehensive services on behalf of the Requesting Party and prevent duplication of efforts.

5. Request for Assistance. Any request for assistance under this Agreement shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by a Responding Party shall be determined by the Responding Party’s Chief Law Enforcement Officer or in his or her sole discretion.

6. Response to Request for Assistance. Responding Party shall assign Law Enforcement Officers to perform law enforcement duties outside the Responding Party’s territorial limits, but within the territorial limits of the Requesting Party, subject to the Responding Party’s determination of availability of personnel and discretion when:

- (a) Such assignment is requested by the Chief Law Enforcement Officer of a Requesting Party; and
- (b) The Chief Law Enforcement Officer of the Responding Party has determined, in his or her sole discretion, that the assignment is necessary to fulfill the purposes of this Agreement in providing police protection and services within the territorial limits of the Requesting Party and that the Responding Party has sufficient personnel and equipment available to provide to the Requesting Party. Notwithstanding anything to the contrary in this Agreement, the Chief Law Enforcement Officer of a Responding Party may deny a request for assistance in his or her sole discretion.
- (c) The following terms and conditions shall apply to the respective Responding Party:

Operational Control. All personnel of the Responding Party shall report to the Requesting Party's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the Requesting Party's Chief Law Enforcement Officer.

Release. Law Enforcement Officers of the Responding Party will be released by the Requesting Party when their services are no longer necessary.

Withdrawal from Response. The Chief Law Enforcement Officer of the Responding Party, in his or her sole discretion, may at any time withdraw the personnel and equipment of the Responding Party or discontinue participation in any activity initiated pursuant to this Agreement.

7. Liability. In the event that any person performing law enforcement services pursuant to this Agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as an employee of the department where they are regularly employed and within the jurisdiction of the Agency by whom they are regularly employed. The Agencies hereby agree and covenant that each party hereto shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said party. Nothing herein shall be construed to expand or enlarge the legal liability of a party hereto for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against an officer or employee of either party hereto.

8. Immunity Not Waived. The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution or performance of this Agreement. It is understood and agreed that, by executing or performing pursuant to this Agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which

otherwise is available in claims arising which are signs of or connection with, any activity conducted pursuant to this Agreement.

9. Each party hereto shall maintain administrative and financial control over its own activities.

10. Communication and cooperation shall be maintained between the parties hereto by conference, telephone, facsimile, email, and other means to facilitate the coordination of resources, both human and material, and the cooperation of the Agencies.

11. Each party hereto shall share contact information in order to facilitate access to additional resources.

12. During emergency operations, each party hereto shall provide workspace to the other party as appropriate.

13. Agencies shall keep each other informed of developing disaster and emergency situations and of any known victim or emergency responder needs relating to the disaster or emergency situation.

14. Vehicles operated by or for either party hereto shall be considered authorized emergency vehicles for the purpose of proceeding to or entering a disaster site.

15. This Agreement may be terminated by either party hereto upon thirty (30) days written notice.

16. All notices pursuant to this Agreement shall be sent via regular first class U.S. mail and via email to the following:

If to City of Elgin:

City of Elgin Police Department  
151 Douglas Avenue  
Elgin, Illinois 60120  
Attention: Chief Ana Lalley  
Email: [lalley\\_a@cityofelgin.org](mailto:lalley_a@cityofelgin.org)

With a copy to:

City of Elgin  
150 Dexter Court  
Elgin, Illinois 60120  
Attention: Corporation Counsel  
Email: [cogley\\_w@cityofelgin.org](mailto:cogley_w@cityofelgin.org)

If to City of Aurora

City of Aurora Police Department  
1200 East Indian Trail  
Aurora, Illinois 60507  
Attention: Chief of Police  
Email: [kziman@aurora-il.org](mailto:kziman@aurora-il.org)

With a copy to:

City of Aurora  
44 E. Downer Place  
Aurora, Illinois 60507  
Attention: Law Department  
Email: [dlang@aurora-il.org](mailto:dlang@aurora-il.org)

The parties may amend the address and email information above by sending notice thereof to the other party.

17. The Agencies shall confer not less than annually to evaluate progress in the implementation of this Agreement and to revise and develop new plans, goals or agreements as may be appropriate.

18. Each party to this Agreement waives all claims against the other party for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any party to this Agreement. The terms of this paragraph shall survive any expiration and/or termination of this agreement. Neither party hereto shall be entitled to any monetary damages from the other under any circumstances. This Agreement is not intended to, and shall not be construed so as to create or provide for any third party beneficiaries or special duties.

19. This Agreement is the only Agreement between the parties hereto as to the subject matter of this Agreement. There are no other Agreements, either oral or implied regarding the subject matter of this Agreement.

20. Qualifications of Office and Oath. While any Law Enforcement Officer regularly employed by a Responding Party is in the service of the Requesting Party under this Agreement, said Law Enforcement Officer shall be deemed to be a peace officer of the Requesting Party and

be under the command of the Requesting Party's Chief Law Enforcement officer with all powers of a Law Enforcement Officer of the Requesting Party as if said Law Enforcement Officer were within the territorial limits of the governmental entity where said officer is regularly employed. The qualifications of office of said Law Enforcement Officers where regularly employed shall constitute his or her qualifications for office within the territorial limits of the Requesting Party and no additional oath, bond or compensation shall be required.

21. Right to Reimbursement. Each party to this Agreement, when providing services of personnel as a Responding Party, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement.

22. Officer Benefits. Any Law Enforcement Officer or other police personnel assigned to the assistance of the other Member pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits and well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the Law Enforcement Officer or personnel in question had been rendering service within the territorial limits of the Member where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the Member which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the Member where such person or Law Enforcement Officer regularly employed. Each Responding Party shall remain responsible for the payment of salary and benefits as well as for legal defense of the Responding Party's officers or personnel when acting pursuant to this Agreement.

23. Arrest Authority Outside Primary Jurisdiction. It is expressly agreed and understood that a Law Enforcement Officer employed by a Responding Party who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of the Requesting Party in which the arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the parties to this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the members, collectively, to this Agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

24. Modification. This Agreement may be amended or modified by the mutual Agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete Agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.

25. Compliance with Law. The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

26. This Agreement may be executed in counterparts, each of which shall be an

original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

IN WITNESS WHEREOF the parties have entered into and executed this Agreement as of the day and year first above written.

CITY OF ELGIN

By \_\_\_\_\_

David J. Kaptain, Mayor

Attest:

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

CITY OF AURORA

By \_\_\_\_\_

Richard C. Irvin, Mayor

Attest:

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