

Ordinance #O.15.03

An Ordinance APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND ASSISTANCE IN LAW ENFORCEMENT.

Adopted by the City Council of the City of Galena this 9th Day of March 2015.

Published in pamphlet form by authority of the City Council of the City of Galena, Jo Daviess County, Illinois, this 9th Day of March 2015.

STATE OF ILLINOIS)
) City of Galena
COUNTY OF JO DAVIESS)


CERTIFICATE

I, Mary Beth Hyde, certify that I am the duly elected municipal clerk of the City of Galena, Jo Daviess County, Illinois.

I further certify that on the 9th Day of March 2015, the Corporate Authorities of said municipality passed and approved Ordinance No. O.15.03 entitled **AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID AND ASSISTANCE IN LAW ENFORCEMENT** which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. O.15.03 including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing the 9th Day of March 2015 and commencing for at least ten (10) days thereafter.

Dated at Galena, Illinois, this 10th Day of March 2015.



Mary Beth Hyde
City Clerk

(Seal)

INTERGOVERNMENTAL AGREEMENT
FOR MUTUAL AID AND ASSISTANCE IN LAW ENFORCEMENT

Ordinance No. O.15.03

Village/City of Galena, Jo Daviess County, Illinois.

An Ordinance approving an Intergovernmental Agreement for Mutual Aid and Assistance in Law Enforcement.

WHEREAS, the County Board of Jo Daviess County desires to augment the available law enforcement, and

WHEREAS, the City Councils, Presidents/Mayors, and Boards of Trustees of the various villages and cities in Jo Daviess County desire to enter into an intergovernmental agreement providing for mutual aid and assistance in law enforcement.

NOW THEREFORE, BE IT ORDAINED BY THE President/Mayor and Board of Trustees of the City/Village of Galena, Jo Daviess County, Illinois, as follows:

1. The intergovernmental agreement, a copy of which is attached hereto and made a part hereof, is hereby approved and adopted.
2. The President of the Board of Trustees is hereby authorized to execute said agreement.

PASSED this 9th day of March, 2015.

AYES: Fach, Greene, Kieffer, Lincoln, Painter, Bernstein, Renner

NAYS: None

ABSENT: None

ATTEST:

BY:



City/Village Clerk



President/Mayor

Intergovernmental Mutual Aid Agreement

This Agreement to provide law enforcement mutual aid and assistance is made and entered into among Jo Daviess County, Illinois and the municipalities of Galena, East Dubuque, Hanover, Scales Mound, Elizabeth, Apple River, Stockton, and Warren, Illinois,

WHEREAS, each of the parties hereto maintains equipment and personnel for law enforcement and public safety within its own jurisdiction,

AND WHEREAS, the parties hereto desire to augment the law enforcement available in their area when necessary,

AND WHEREAS, the boundaries of the parties hereto are contiguous or in reasonable proximity so that mutual assistance in law enforcement is deemed feasible,

AND WHEREAS, it is mutually agreed that said mutual assistance in law enforcement is deemed sound, desirable, practical, and beneficial for the parties of this Agreement to render assistance to one another in accordance with these terms.

THEREFORE, the parties hereby agree that

I. Request of Mutual Aid

When it is deemed advisable by the County Sheriff/Chief of Police, or by another senior ranking officer of Jo Daviess County Sheriff's Office or municipal officer to request assistance under the terms of this Agreement and such assistance is requested, the Sheriff/Municipal Police Chief or senior ranking officer on duty receiving said request is hereby authorized to take the following action forthwith:

- A. Immediately determine if law enforcement equipment and/or personnel can be afforded for response to the request.
- B. If said equipment and/or personnel are available, dispatch said personnel and/or equipment to the area requested.

II. Term of the Agreement

The term of this Agreement shall become effective upon the date hereof and shall remain in force and effect until cancelled by mutual agreement of the parties hereto, or by written notice by one party to the other party, giving sixty (60) days notice of said cancellation. Termination by any signatory party to this Agreement shall not affect the agreement between the other parties.

III. Compensation for Services

All services and assistance performed under this Agreement shall be rendered without reimbursement of any party from another party.

IV. Waiver of Claims and Save and Hold Harmless

Each party to this Agreement agrees to fully and in all respects indemnify, defend and hold harmless the other party from and against any liability resulting from all acts, commissions, or other conduct of said party and its employees. Each party member, agent and employee agrees to indemnify, defend and hold harmless the other party, its agents and its employees from and against any and all claims and liability in whatever fashion arising under this Agreement against the other party who or which may be assigned pursuant to this Agreement. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective law enforcement agency/employer.

V. Minimum Insurance Required

Each party to this Agreement shall, during the entire term hereof, procure and maintain the following insurance:

- A. Comprehensive General Liability Insurance, including owners, landlords and tenants; manufacturers and contractors; owners and contractors protective; products and completed operations; and contractual liability (which insures this Agreement).
- B. Personal Injury Liability Insurance, which insures all regular law enforcement personnel of the named, insured including false arrest, false imprisonment, malicious prosecution, libel, slander and invasion of the right of private occupancy.
- C. Automobile Liability Insurance covering all owned or leased automobiles.

Each party will provide to the other party(s), upon request, a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of such insurance.

VI. Assistance Not Mandatory

It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement shall not be mandatory, but that the party receiving the request for assistance should, as soon as possible, inform the requesting party, that assistance will not be needed.

VII. Officer in Charge

The senior ranking officer on duty of the requesting party or his/her designee shall assume full charge of the operations for which the mutual aid request is made. The senior ranking officer on duty of the requesting party or his/her designee may assign officers of any responding party to any position or duties when and where s/he deems appropriate.

VIII. (Other Relevant Provisions)

IN WITNESS HEREOF, the parties have executed this Agreement as of the date signed below.

Attest:

County of Jo Daviess, Illinois

County Clerk

County Board Chairperson

Attest:

City of Galena, Illinois

County Clerk

Mayor

Attest:

City of East Dubuque, Illinois

County Clerk

Mayor

Attest:

Village of Hanover, Illinois

County Clerk

Mayor

Attest:

Village of Scales Mound, Illinois

County Clerk

Mayor

Attest:

Village of Elizabeth, Illinois

County Clerk

Mayor

Attest:

County Clerk

Attest:

County Clerk

Attest:

County Clerk

Village of Apple River, Illinois

Mayor

Village of Warren, Illinois

Mayor

Village of Stockton, Illinois

Mayor

INTERGOVERNMENTAL AGREEMENT
FOR MUTUAL AID AND ASSISTANCE IN LAW ENFORCEMENT

Ordinance No. O.15.03

Village/City of Galena, Jo Daviess County, Illinois.

An Ordinance approving an Intergovernmental Agreement for Mutual Aid and Assistance in Law Enforcement.

WHEREAS, the County Board of Jo Daviess County desires to augment the available law enforcement, and

WHEREAS, the City Councils, Presidents/Mayors, and Boards of Trustees of the various villages and cities in Jo Daviess County desire to enter into an intergovernmental agreement providing for mutual aid and assistance in law enforcement.

NOW THEREFORE, BE IT ORDAINED BY THE President/Mayor and Board of Trustees of the City/Village of Galena, Jo Daviess County, Illinois, as follows:

1. The intergovernmental agreement, a copy of which is attached hereto and made a part hereof, is hereby approved and adopted.
2. The President of the Board of Trustees is hereby authorized to execute said agreement.

PASSED this 9th day of March, 2015.

AYES: Fach, Greene, Kieffer, Lincoln, Painter, Bernstein, Renner

NAYS: None

ABSENT: None

ATTEST:

BY:

City/Village Clerk

President/Mayor