

SOUTH SUBURBAN EMERGENCY RESPONSE TEAM

The undersigned municipalities agree pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and 5 ILCS 220/1-8, 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1 and 745 ILCS 10/7-101-103 Illinois Compiled Statutes, as follows:

Section 1. PURPOSE OF AGREEMENT

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 individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community named has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an effected community as resources and situations allow. The specific intent of this agreement is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all citizens.

Section 2. DEFINITIONS

For the purpose of this agreement, the following terms are defined as follows:

- A. "SOUTH SUBURBAN EMERGENCY RESPONSE TEAM" [S.S.E.R.T.]
An organization of the South Suburban Police Departments participating in this mutual aid agreement.
- B. "DISASTER"
An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.
- C. "MUNICIPALITY"
A city or village having a recognized Police Department.
- D. "MUTUAL AID"
A definite and pre-arranged written agreement and plan whereby regular response and assistance is provided in the event of request from the stricken municipality by aiding the municipalities in accordance with the South Suburban Emergency Response Team policy as adopted by the Police Chiefs of the participating municipalities.
- E. "PARTICIPATING MUNICIPALITIES"
A municipality that commits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other participating municipalities for rendering and receiving mutual aid in the event of a disaster or police emergency.
- F. "STRICKEN MUNICIPALITY"
The municipality in which a disaster or emergency occurs that is of such magnitude that it cannot adequately be handled by the local police department.

G. "AIDING MUNICIPALITY"

A municipality furnishing police equipment and manpower to a stricken municipality.

Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

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

- A. Whenever a disaster or police emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid agreement and the South Suburban Emergency Response Team coordinators are authorized to and shall forthwith take the following action:
 1. Immediately determine what resources are required.
 2. Immediately determine if the required equipment and personnel can be committed in response to the request from the stricken municipality.
 3. Dispatch immediately the personnel and equipment required to assist the stricken municipality in accordance with the South Suburban Emergency Response Teams policy and guidelines.
- B. 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.
- C. The senior officer present, of the stricken municipality, shall assume full responsibility and command for the operations at the scene.
- D. It is expected that request for mutual aid under this agreement will be initiated only when the needs exceed the resources of the stricken municipality. Aiding municipalities will be released and returned to duty in their own community as soon as the situation is restored to the point that permits the stricken municipality to satisfactorily handle it with its own resources or, as per item B above, when the aiding municipality so desires.
- E. All service performed under this agreement shall be rendered without reimbursement of any party from the others. Request for indemnification for unusual or burdensome cost incurred in the performance of mutual aid may be submitted by the aiding municipality to the stricken municipality. Indemnification of such cost shall be at the discretion of the respective elected municipal board or councils.

- F. Each participating municipality assumes the full responsibility for members of its police force acting pursuant to this agreement, both as indemnification of said police officers as provided for by 65 ILCS 5/1-4-6 Illinois Compiled Statutes, and as to personal benefits to said police officers, all to the same extent as they are protected, insured, indemnified, and otherwise provided for by statutes of the State of Illinois and the ordinances of the participating municipalities when acting solely within their own corporate limits.
- G. The police chiefs of the participating municipalities shall maintain a governing board and oversee operational plans for giving and receiving aid under this agreement. Said plan shall be reviewed, updated and tested at regular intervals.

Section 4. TERMINATION

Any municipality may withdraw from the South Suburban Emergency Response Team agreement by notifying the police chiefs of the other participating municipalities in writing, whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of written notice.

Section 5. ADOPTION

This mutual aid agreement shall be in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in signing of this agreement by the Village President, City Mayor or Trustees of a municipality.

IN WITNESS WHEREOF, this agreement has been duly executed by the following parties:

Name of Municipality

Village President / Mayor

Chief of Police

ATTEST:

DATE:

Clerk
