

SOUTH SUBURBAN EMERGENCY RESPONSE TEAM

Memorandum of Understanding Mutual Aid Agreement

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 or man-made occurrences may result in situations that are beyond the ability of the individual communities 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 affected 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 the citizens.

Section 2. DEFINITIONS

For the purposes 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 or government entity 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 a request from the stricken municipality to the aiding municipalities in accordance with the South Suburban Emergency Response Team policy as adopted by the Police Chiefs of the participating communities.
- E. "PARTICIPATING MUNICIPALITIES"
A municipality that commits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other municipalities for rendering and receiving mutual aid in the event of a disaster or police emergency.
- F. "STRICKEN MUNICIPALITY"
The municipality in which an emergency or disaster occurs that is of such magnitude that it cannot be adequately 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 the Head of the Authorized Governmental Agency is authorized on behalf of the 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 the other municipalities for mutual aid and 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 community.
 3. Dispatch immediately the personnel and equipment required to assist the stricken municipality in accordance with the South Suburban Emergency Response Team 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 the 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 communities as soon as the situation is restored to the point that permits the stricken municipality to satisfactorily handle the situation with its own resources or, as per item B above, when the aiding municipality so desires.
- E. All services performed under this agreement shall be rendered without reimbursement of any party from the others. Request for indemnification for unusual or burdensome costs incurred in the performance of mutual aid may be submitted by the aiding municipality to the stricken municipality. Indemnification of such costs shall be at the discretion of the respective elected municipal boards 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 the 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

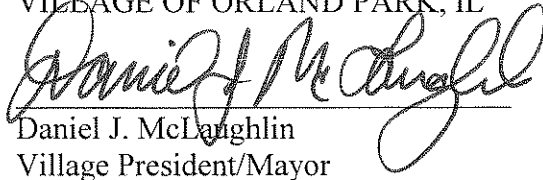
Any municipality may withdraw from the South Suburban Emergency Response Team agreement by notifying the governing board in writing, whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of written notice.


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, Mayor or the Head of the Authorized Governmental Agency.


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

VILLAGE OF ORLAND PARK, IL


Daniel J. McLaughlin
Village President/Mayor


Timothy J. McCarthy 5/4/09
Chief of Police

ATTEST:


David P. Maher
Village Clerk

DATE:

