

ORDINANCE NO. 15-19

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT WITH SOUNGAMON COUNTY CONCERNING LAW  
ENFORCEMENT ASSISTANCE

**WHEREAS**, the Village of Chatham, Illinois ("Village") and the County of Sangamon ("County"), are units of government of the State of Illinois; and

**WHEREAS**, intergovernmental agreements are expressly allowed by Article VII, @10 of the Illinois Constitution of 1970 and by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5; and

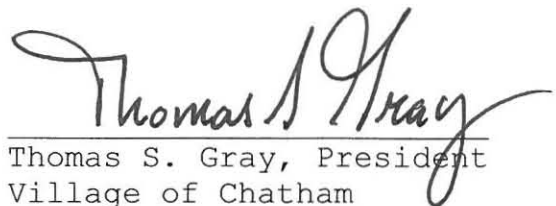
**WHEREAS**, the parties hereto maintain equipment and personnel for purpose of law enforcement and desire to augment law enforcement services with the Tactical Response Unit.

**NOW, THEREFORE BE IT ORDAINED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

**SECTION 1:** the Intergovernmental Agreement attached hereto, is hereby approved and the appropriate officers are hereby authorized to execute said agreement.

**SECTION 2:** this Ordinance is effective upon its passage and approval as provided by law.

**PASSED** THIS 12<sup>th</sup> DAY OF MAY, 2015

  
Thomas S. Gray, President  
Village of Chatham

ATTEST:

  
Pat Schad, Village Clerk

AYES: 4 Clayton, Kimsey, Boyle, Schatteman

NAYS: 0

ABSENT: 2 Holden, Formea

PASSED: 5-12-2015  
APPROVED: 5-12-2015

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE**  
**LAW ENFORCEMENT ASSISTANCE**

This Agreement entered into by and between Sangamon County, Illinois and the **Village of Chatham**.

WHEREAS, each of the parties hereto maintains equipment and personnel for purpose of law enforcement within their own governmental jurisdiction; and

WHEREAS, the parties hereto desire to augment law enforcement services by providing officers for the Sangamon County Sheriff's Office Tactical Response Unit.

WHEREAS, it is recognized that in certain situations the use of law enforcement personnel to perform police duties outside the jurisdictional boundaries of the municipality where such personnel are employed may be desirable and necessary in order to protect the health, safety, and welfare of the public;

NOW, THEREFORE, pursuant to Article VII, Section 10 of the Illinois Constitution, and the Illinois Intergovernmental Cooperation Act, the parties hereto agree as follows:

1. The **Village of Chatham** hereby authorize its police chief, or officer commanding in his absence, to render law enforcement assistance to Sangamon County, by providing officers for the Sangamon County Sheriff's Office Tactical Response Unit, is conclusive.
2. Peace officers who, pursuant to this agreement, are performing police duties outside the boundaries of the **Village of Chatham** shall act under the direction of the commanding officer of the Sangamon County Sheriff's

Office, and shall have like authority of peace officers of Sangamon County, including power of arrest.

3. Pursuant of this agreement, peace officers of the **Village of Chatham** may act as officers in Sangamon County with the same authority as peace officers thereof when said action is in response to a situation or incident which endangers persons or property, or when called to perform any duty as a peace officer of the Sangamon County Sheriff's Office, Tactical Response Unit.
4. All wages and disability payments, pension and worker's compensation claims, damages or causes of action for personal injury, damages to equipment, and medical expenses of any peace officer, of the **Village of Chatham**, incurred while acting as a peace officer, shall be borne by and remain the responsibility of the **Village of Chatham**, Each Party shall indemnify and hold harmless the other for all causes of action arising out of negligent or willful conduct on the part of its employees, agents and officers and all actions arising out of this agreement regardless of whether said claim, damage, or cause of action arose while said officer was acting in his own municipality, or while rendering assistance outside his municipality, or while performing any duty or training as a member of the Sangamon County Sheriff's Office, Tactical Response Unit.
5. The parties are independent contractors. This Agreement will not be interpreted or construed to create or evidence any agency, partnership or similar relationship between the parties or to impose any agency, partnership or similar obligation or liability upon either party.
6. The Parties to this agreement shall not be liable for failure to perform any part of this Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, embargoes,

blockages, legal restrictions, governmental regulations or orders, riots, insurrections, or any cause beyond the control of the Party.

7. The foregoing constitutes the entire agreement and no statement or representation in any form made before, on or after the dates of execution of this Agreement shall be binding upon any party hereto.
8. This Agreement may be amended at any time upon such terms as the parties may agree by the addition, deletion or modification of any one or more programs or in any other manner except that none of the programs identified as mandatory programs may be deleted other than by termination of this Agreement. This Agreement may be amended only by an agreement in writing between each party.
9. This Agreement shall become effective upon approval by resolution or ordinance of the governing bodies of the **Village of Chatham** and Sangamon County, and execution of this Agreement by such governing body.
10. This Agreement shall remain in force and effect until terminated by mutual agreement of the parties hereto, or by ten days written notice of either party to the other.
11. The original of the Agreement shall be filed with the Sangamon County Clerk.

CITY/VILLAGE OF \_\_\_\_\_  
ILLINOIS

COUNTY OF SANGAMON, IL

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_