

CITY OF LEROY  
COUNTY OF MCLEAN  
STATE OF ILLINOIS

ORDINANCE NO. 529

**AN ORDINANCE APPROVING MUTUAL AID AGREEMENT  
WITH MCLEAN COUNTY, ILLINOIS.**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 7th DAY OF  
February, 1994.

PRESENTED:	<u>February 7</u>	<u>1994</u>
PASSED:	<u>February 7</u>	<u>1994</u>
APPROVED:	<u>February 7</u>	<u>1994</u>
RECORDED:	<u>February 7</u>	<u>1994</u>
PUBLISHED:	<u>February 7</u>	<u>1994</u>

In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

*Jeanita Hagley*  
City Clerk of the City of LeRoy,  
McLean County, Illinois

Dated: February 7, 1994

**ORDINANCE NO. 529**

**AN ORDINANCE APPROVING MUTUAL AID AGREEMENT WITH MCLEAN COUNTY, ILLINOIS.**

**WHEREAS**, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it is appropriate and in the best interests of the City and its residents that the City of LeRoy enter into a police mutual aid agreement with McLean County, Illinois; and

**WHEREAS**, McLean County, Illinois, has proposed a mutual aid agreement in writing for the consideration of the city government of the City of LeRoy,

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

**Section 1.** The contract attached hereto, identified as Exhibit "A," and incorporated herein by reference, is hereby approved effective upon satisfaction of the following conditions:

- a. Certificate of Insurance is produced by McLean County indicating that it has appropriate insurance coverage and limits in regard to the various types of coverage required of it under the terms of the proposed mutual aid agreement; and
- b. The insurance carrier for the City of LeRoy replies in writing to the Mayor of the City of LeRoy that the City insurance coverage will be appropriate and adequate to cover any perceived additional risks taken on by the City in approving the proposed mutual aid agreement.

**Section 2.** Upon production in writing of the information upon which the approval of the agreement, a copy of which is set forth in Exhibit "A" attached hereto and incorporated herein by reference, is given, and such proof as required herein in order to satisfy the conditions has been produced to the satisfaction of the Mayor, the Mayor and City Clerk of the City LeRoy are hereby directed to execute said contract, in the original and as many copies as may reasonably be required, retaining a signed copy of the contract for the City, or obtaining

a signed contract if the same has not already been signed by the appropriate official for McLean County.

**Section 3.** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

**PASSED** by the City Council of the City of LeRoy, Illinois, upon the motion by \_\_\_\_\_  
David McClelland, seconded by \_\_\_\_\_ Ronnie Litherland \_\_\_\_\_, by roll call vote  
on the 7th day of February, 1994, as follows:

Aldermen elected 6 Aldermen present 6

**VOTING AYE:**

David McClelland, Patrick Beaty, Ronnie Litherland, Robert D. Johnson, Lois Parkin  
\_\_\_\_\_  
(full names) Randy Zimmerman

**VOTING NAY:**

none  
\_\_\_\_\_  
(full names)

**ABSENT, ABSTAIN, OTHER:**

none  
\_\_\_\_\_  
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 7th day of  
February, 1994.

X Juanita Dagley  
Juanita Dagley, City Clerk of the City of  
LeRoy, McLean County, Illinois

**APPROVED BY** the Mayor of the City of LeRoy, Illinois, this 7th day of \_\_\_\_\_  
February, 1994.

X Jerry C. Davis  
Jerry C. Davis, Mayor of the City of LeRoy,  
McLean County, Illinois

ATTEST:

(SEAL)

X Juanita Dagley  
Juanita Dagley, City Clerk, City of LeRoy,  
McLean County, Illinois

POLICE MUTUAL AID AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the COUNTY OF MCLEAN, a body corporate and politic, and the \_\_\_\_\_, a \_\_\_\_\_, WITNESSETH.

WHEREAS, the COUNTY OF MCLEAN and \_\_\_\_\_ both units of local government, each have their own respective police departments, and,

WHEREAS, the COUNTY OF MCLEAN and \_\_\_\_\_ each desire the benefit of mutual police assistance with the other;

NOW, THEREFORE, IT IS AGREED as follows:

1. For the purpose of making requests for assistance pursuant to this Agreement, the Chief of the respective police department, or his authorized representative, may request police assistance when it reasonably appears that an emergency or situation of unusual hazard exists.

2. Such request may be made by the Chief, or his authorized representative, to the officer in charge of the dispatch station of the responding unit of local government; the officer in charge shall dispatch the police personnel requested, provided such personnel can reasonably be spared from required duty at the time of such request, as determined by the officer in charge. The officer in charge shall make the exclusive determination as to when personnel may be spared for duty in the requesting unit of local government. Refusal or delay in sending the requested personnel or equipment to the requesting unit shall not create or cause any liability.

3. Police personnel reporting for duty to the requesting unit of local government pursuant to this Agreement shall have the powers of the police personnel of the requesting unit and, while responding, are subject to the direction of the commanding officer of the requesting unit.

4. Each party to this Agreement hereby agrees to save and hold harmless and defend the other party and its officials and employees from and against all claims and liability for loss, damage, injury or death arising out of acts, errors or omissions of said party, its officials and employees under or pursuant to this Agreement. Each party to this Agreement agrees to save and hold harmless the other party from and against all claims for liability to officials or employees of said party arising under the Illinois Workmen's Compensation Act or the Illinois Occupational Disease Act and which arise out of or are caused by the performance of this Agreement.

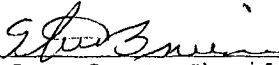
5. Each unit of local government shall, during the entire time this Agreement remains in effect, maintain sufficient insurance to cover its obligations and liability pursuant to this Agreement, and to provide to the other, upon request, a certificate of insurance in form acceptable to the requesting party, evidencing the existence of such insurance.

6. The responding unit of local government assumes and agrees to pay all compensation for any of its police personnel while performing duties pursuant to this Agreement, including but not limited to wages, compensation for overtime hours of employment, medical payments due to injury, death benefits, and damage to its own property or equipment.

7. The police personnel of the responding unit of local government may be relieved from duties performed pursuant to this Agreement by the officer in charge of police personnel of the requesting unit of local government at his discretion, subject to the right of the responding unit's officer in charge to recall the responding police personnel at any time if, in his opinion, they are needed in the responding unit of local government.

COUNTY OF MCLEAN

\_\_\_\_\_  
McLean County Board Chairman

  
\_\_\_\_\_  
McLean County Sheriff

ATTEST:

\_\_\_\_\_  
McLean County Clerk

(community)

  
\_\_\_\_\_  
Mayor

ATTEST:

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

**CERTIFICATE**

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

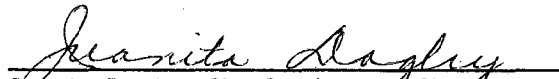
I further certify that on February 7, 1994, the corporate authorities of such municipality passed and approved Ordinance No. 529, entitled:

**AN ORDINANCE APPROVING MUTUAL AID AGREEMENT  
WITH MCLEAN COUNTY, ILLINOIS.**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 529, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance No. 529 was posted at the municipal building, commencing on February 7, 1994, and continuing for at least ten days thereafter. Copies of such Ordinance No. 529 were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 7th day of February, 1994.

  
\_\_\_\_\_  
Juanita Dagley, City Clerk of the City of  
LeRoy, Illinois

STATE OF ILLINOIS    )  
                              ) SS.  
COUNTY OF MCLEAN    )

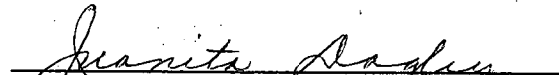
I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**AN ORDINANCE APPROVING MUTUAL AID AGREEMENT  
WITH MCLEAN COUNTY, ILLINOIS.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 7th day of February, 1994, and a faithful record of said Ordinance has been made in the record books.

Dated this 7th day of February, 1994.

  
\_\_\_\_\_  
Juanita Dagley, City Clerk of the City of  
LeRoy, Illinois

(SEAL)