



McLEAN COUNTY SHERIFF'S DEPARTMENT
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"Peace Through Integrity"
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Memorandum

To: Honorable Members of the McLean County Justice Committee
From: Sheriff Matt Lane
Date: May 23, 2023
Re: Intergovernmental Mutual Aid Agreement with the City of Bloomington / Emergency Assistance Group for Law Enforcement in McLean County

The Sheriff's Office requests approval of the attached Intergovernmental Agreement which will establish mutual aid with the City of Bloomington creating an Emergency Assistance Group for Law Enforcement. This agreement would provide a means of strategically deploying resources and manpower in the event of critical life-threatening incidents within the jurisdiction of participating agencies. This mutual aid is essential especially when a critical incident strains the ability of the stricken agency due to the availability of adequate manpower, expertise, and equipment.

Having this in effect will improve the posture of this Office to respond to life-threatening emergencies and assist in safeguarding the lives and property of the residents of this County.

Respectfully submitted,

Matt Lane,
Sheriff

INTERGOVERNMENTAL MUTUAL AID AGREEMENT CREATING THE EMERGENCY ASSISTANCE GROUP FOR LAW ENFORCEMENT IN MCLEAN COUNTY, ILLINOIS

This Agreement is dated March __, 2023, and is between the CITY OF BLOOMINGTON (“City”), the COUNTY of McLEAN (“County”), the McLEAN COUNTY SHERIFF (“Sheriff”) and other PARTICIPATING AGENCIES, all units of local government, that approve and sign onto the Agreement via Addendum to create the Emergency Assistance Group for Law Enforcement. WHEREAS, the Bloomington Police Department and local law enforcement agencies have reached an agreement pursuant to the authority granted in the Illinois Constitution of 1970, Article VII, Section 10, and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, et. seq.), whereby the following objectives may be accomplished; and

WHEREAS, the Bloomington Police Department and participating law enforcement agencies have determined that it is in the best interest of the citizens of the City and the participating neighboring local agencies to enter into an intergovernmental agreement to provide manpower and resources in the event of critical life threatening incidents; and WHEREAS, the collaboration between the Bloomington Police Department and local law enforcement agencies can provide manpower and equipment resources in the most economically effective manner to the public; and

WHEREAS, this Agreement is made in recognition that critical life-threatening occurrences may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower, expertise and equipment resources; and

WHEREAS, this Agreement is designed to permit each community to more fully safeguard the lives and property of all citizens by utilizing the manpower, expertise and equipment resources of the joint law enforcement response team; and

WHEREAS, Section 10, Article VII, of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function in any manner not prohibited to them by law or Ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), authorizes municipalities to exercise jointly with any public agency of the State including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings.

NOW THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree hereto as follows:

Section 1: RECITALS & DEFINITIONS

1.1 Recitals – The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully stated herein.

1.2 Definitions—for the purpose of this agreement, the following terms are defined as:

Emergency Assistance Group for Law Enforcement (hereafter “EAGLE”): Emergency response teams available to respond to critical incidents.

Agency: A city, village, town, or county having a recognized police department.

Mutual Aid: A definite and prearranged written agreement whereby regular response and assistance, through the sharing of personnel and equipment, is provided upon request of the stricken municipality by the aiding municipalities.

Participating Agency: An agency that commits itself to this mutual aid agreement by adopting an ordinance or resolution authorizing participation in the program with other participating agencies for rendering and receiving mutual aid in the event of a need.

Party: Means all governmental units that are a part of this Agreement, including the City, County, Sheriff, and any other local government agency that has been approved to and that has submitted the necessary paperwork to join EAGLE.

Stricken Agency: The municipality or county in which a need occurs that is of such a magnitude that it cannot be adequately handled by the local law enforcement agency.

Tactical Commander: An Officer designated by the City of Bloomington Police Department to command the Emergency Group for Law Enforcement.

Critical Incident: Critical Incident is defined as, but not limited to: armed/suicidal suspects, barricaded suspects, hostage situations, sniper situations, high risk apprehension, high risk warrant services, dignity protection, and special assignments as approved by the Tactical Commander.

Section 2: EMERGENCY RESPONSE TEAM

2.1 Creation of Emergency Response Team

The Emergency Assistance Group for Law Enforcement (“EAGLE”) is hereby created to be managed by the City of Bloomington Police Department, in cooperation with the McLean County Sheriff’s Office and other participating local agencies, to provide coordinated and specialized emergency law enforcement responses as set forth in this Agreement.

2.2 Operational Control of Emergency Response Team

The City of Bloomington Police Department shall be responsible for the operational control of EAGLE and shall designate a Tactical Commander. The Bloomington Police Department and designated Tactical Commander shall work in concert with the EAGLE Operations Board as set forth in Section 3.

2.3 Participating Agencies

In addition to the City of Bloomington and the McLean County Sheriff’s Office, other units of local government within McLean County may become a Participating Agency in this Agreement by written Addendum, with the approval of a majority vote of the EAGLE Operations Board. The Agreement must first be approved via written resolution or ordinance of the corporate authorities of the governing body of the proposed Participating Agency. The Addendum must further be signed by the head of the Participating Agency’s governing body.

Section 3: EAGLE OPERATIONS BOARD

3.1 Creation of EAGLE Operations Board

There is hereby created the EAGLE Operations Board which shall consist of the City of Bloomington Police Chief or designated representative, the City of Bloomington Assistant Police Chief or designated representative, the McLean County Sheriff or designated representative, and an appointed law enforcement representative from any other Participating Agency.

3.2 Duties & Powers

The EAGLE Operations Board shall have the following powers and duties:

- (a)** establish and adopt bylaws, policies and/or procedures related to the operations of both the Board and EAGLE;

- (b) receive reports from the Tactical Commander regarding the operations of EAGLE;
- (c) make determinations as to the equipment and trainings necessary for participation;
- (d) make recommendations to the governing boards of the Participating Agencies regarding necessary changes to this Agreement; and
- (e) remove a Participating Agency for cause as set forth in Section 12.2.

3.3. Operations

- (a) The EAGLE Board shall select a chairperson who shall be responsible for creating agendas and running meetings, a vice-chairperson who shall serve as the chairperson in the absence of the chairperson, and a secretary who shall be responsible for taking minutes of all meetings.
- (b) The EAGLE Board shall meet at least on a quarterly basis and otherwise as called to meet by the chairperson of the Board or upon the call of three of its members.
- (c) The EAGLE Operations Board shall be considered a public body for purposes of the Illinois Open Meetings Act and shall comply with provisions of that Act.

Section 4: AUTHORITY & AGREEMENT TO EFFECTUATE THE MUTUAL AID EMERGENCY SERVICES

- 4.1 Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. Each Party shall operate in good faith and at all times in compliance with all applicable laws, rules, and regulations, including any specific rules adopted by the EAGLE Operations Board.

Section 5: INCIDENT RESPONSE

- 5.1 Whenever a critical incident occurs and it is deemed advisable by the senior officer present of the Stricken Agency to request the assistance of EAGLE, the Tactical Commander or designee shall:
- (a) Immediately determine what resources are required.
 - (b) Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
 - (c) If determined necessary by the Tactical Commander or his/her designee, immediately dispatch the personnel and equipment required to the Stricken Agency in accordance with this agreement.
 - (d) Utilize the Bloomington Emergency Communications Center for its emergency communications and dispatching services.

Section 6: JURISDICTION OVER PERSONNEL AND EQUIPMENT

- 6.1 Officers of Participating Agencies dispatched to aid a Stricken Agency pursuant to this Agreement shall, at all times, remain employees or agents of their respective Participating Agency, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an officer of a Participating Agency is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same

manner and on the same terms as if the injury or death were sustained while the officer was rendering assistance for or within the Participating Agency's own jurisdiction.

- 6.2 The rendering of assistance under the terms of this mutual aid agreement shall not be mandatory and shall only be to the extent of available personnel and equipment taking into considering the resources required for adequate protection of the territorial limits of the Participating Agency. If such local conditions prohibit a response, it is the responsibility of the Participating Agency to timely notify the Tactical Commander and the Stricken Agency of the same.
- 6.3 The senior officer present of the Stricken Agency shall assume full responsibility and command for the operations at the scene. EAGLE Tactical Commander will retain command and control of EAGLE and will assume responsible for implementing EAGLE actions. The EAGLE Tactical Commander will assign personnel and equipment of the EAGLE team to positions when and where he/she deems necessary.
- 6.4 It is expected that requests for mutual aid under this agreement will be initiated only when the need exceeds the resources of the Stricken Agency. EAGLE members will be released and returned to duty in their own communities as soon as the situation is restored to the point which permits the Stricken Agency to satisfactorily handle the emergency with its own resources, or if it is determined by the Tactical Commander or his/her designee that the conditions no longer warrant the expenditure of EAGLE resources.
- 6.5 In the event of an Officer-Involved Shooting ("OIS"), the Tactical Commander of the operation in which the incident occurs shall immediately notify the Illinois State Police, who shall have investigative jurisdiction over all reported OIS incidents.

Section 7: PARTICIPATION REQUIREMENTS

- 7.1 **Training**—Officers selected to participate in EAGLE teams will be required to complete applicable trainings as specified by the team's Tactical Commander or designee. Any additional specialty training not required for participation on the team will be at the discretion of the Participating Agency.
- 7.2 **Equipment**—The Tactical Commander shall provide a list of required equipment to each Participating Agency. Each Participating Agency is responsible for having on hand and supplying its own equipment as dictated by the Tactical Commander.
- 7.3 **Attendance**—It is expected that the officers of Participating Agencies will attend all trainings and call-outs. In the event that an officer is absent, said absence should be reported to the Tactical Commander. At the discretion of the Tactical Commander, excessive absence from training and call-outs could result in suspension from call-outs up to dismissal from the EAGLE team.

Section 8: REIMBURSEMENT

- 8.1 Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Participating Agency is responsible for the compensation of its officers providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid. Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

(a) Third Party Reimbursement. Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all Participating Agencies by the Participating Agency recovering such payment from a third party. The Participating Agency responsible for seeking payment from a third party shall provide timely notice to all other Participating Agencies of a date by which submission of a request for reimbursement must

be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Participating Agency. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Agency recovering payment from a third party shall notify all other Participating Agencies that such payment has been made and will reimburse the other Agencies. If the third-party payment is less than the full amount of all Participating Agency's cost submittals, the funds shall be proportionally distributed based on each Participating Agencies' submitted costs compared to the total of all costs submitted.

(b) Intrastate Emergency Management Agency Tasking. Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Participating Agency. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Participating Agency recovering payment from a state shall notify all other Participating Agencies that such payment has been made and will reimburse the other Participating Agencies. If the payment is less than the full amount of all Participating Agencies cost submittals, the funds shall be proportionally distributed based on each Participating Agency's submitted costs compared to the total of all costs submitted.

(c) Interstate Emergency Management Assistance Compact ("EMAC") Response. Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Participating Agency. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the Participating Agencies', the Participating Agency recovering payment from a state shall notify All other Participating Agencies that such payment has been made and will reimburse the other Participating Agencies. If the payment is less than the full amount of all Participating Agencies cost submittals, the funds shall be proportionally distributed based on each Agency's submitted costs compared to the total of all costs submitted.

(d) Emergency Medical Services Billing. Participating Agencies providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

(e) Response to Sustained Event. Participating Agencies responding to the call of a Stricken Agency lasting more than eight (8) consecutive hours may request reimbursement from Stricken Agency for overtime hours and any other expense incurred while providing aid beyond the 8th consecutive hour.

Except as otherwise provided in this Agreement, all services performed under this agreement shall be rendered without reimbursement from the other Parties to this Agreement. Requests for reimbursement for unusual or burdensome costs incurred in the performance of Mutual Aid may be submitted by the Participating Agency to the Stricken Agency. Reimbursement of such costs shall be at the discretion of the Stricken Agency's respective elected Board or Council.

Section 9: INDEMNIFICATION

9.1 Each Participating Agency assumes the liability for members of its police force acting pursuant to this agreement, both as to indemnification and as to personal benefits to said police offers, 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 and counties when acting solely within their own corporate limits.

The Stricken Agency also agrees to indemnify and save the Bloomington Police Department, its employees, members of the EAGLE team, the City of Bloomington, its officers and employees, and all Participating Agencies, their counties or municipalities, and employees harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the EAGLE or its employees, agents, subcontractors and any others in connection with EAGLE's services, acts, or omissions which occur following requests of the Stricken Agency.

9.2 It is agreed that the Participating Agencies shall incur no liability in the following instances:

- (a)** For failure to provide assistance or mutual support.
- (b)** For the withdrawal of assistance initially offered.
- (c)** For any conduct, negligence, act, or omission which results in injury or damage to a party or its agents or employees.

Section 10: MISCELLANEOUS

- 10.1 Entire Agreement.** This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- 10.2 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- 10.3 Severability of Provisions.** If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- 10.4 Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- 10.5 Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- 10.6 Recitals.** The Recitals shall be considered an integral part of this Agreement.
- 10.7 No Third-Party Beneficiaries.** Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- 10.8 Counterparts.** This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- 10.9 Permits and Licenses.** Each Party shall be responsible for obtaining and maintaining throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- 10.10 No Implied Waiver.** Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with

regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

- 10.11 Notices.** Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the Participating Agency.

Section 11: AMENDMENT

- 11.1** An amendment may be proposed by any Participating Agency and be presented to the EAGLE Operations Board for review, comment, and modification. The EAGLE Operations Board shall, after consideration, recommend final amendatory language to all Participating Agencies for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Participating Agencies. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

Section 12: TERMINATION

- 12.1** A Party may withdraw from this Agreement by notifying the head of the governing body of the other Parties in writing, whereupon the withdrawing Party will terminate participation sixty (60) days from the date of the written notice. A Party that terminates this Agreement must return any asset that is owned by or provided by any other Party, unless agreed to otherwise in writing by the Participating Parties.
- 12.2** For good cause shown, including the unexcused failure to participate in emergency responses, ascertain the necessary equipment, follow proper orders, or similar reasons, the EAGLE Operations Board may terminate another Party from participation in this Agreement. Prior to termination, the EAGLE Operations Board shall give advance written notice that consideration of the Party's termination will be on the agenda and why termination is being considered. At the meeting of the EAGLE Operations Board where the termination will be considered, the Party must be given an opportunity to be heard prior to the vote.

Section 13: TERM OF AGREEMENT

- 13.1** The term of this Agreement shall be for a period of two (2) years, commencing May 8, 2023, and concluding on May 7, 2025. This Agreement shall be automatically extended an additional two (2) years on each such anniversary date of the Agreement or any successive extension period.

CITY OF BLOOMINGTON, IL

Mboka Mwilambwe
Mayor, City of Bloomington

COUNTY OF MCLEAN, IL

John McIntyre
McLean County Board Chairman

Matt Lane
McLean County Sheriff