

CHAPTER 30

PUBLIC SAFETY

ARTICLE I – CIVIL EMERGENCY

30-1-1 **DEFINITIONS.**

"CIVIL EMERGENCY" is hereby defined to be:

(A) A "riot or unlawful assembly" characterized by the use of actual force or violence or any power to execute by **three (3)** or more persons acting together without authority of law; or

(B) Any "natural disaster" or "man-made calamity", including flood, conflagration, cyclone, tornado, earthquake, or explosion within the corporate limits of the City resulting in the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare.

"CURFEW" is hereby defined as a prohibition against any person or persons walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the City excepting officials of any governmental unit and persons officially designated to duty with reference to the civil emergency.

30-1-2 **DECLARATION OF EMERGENCY.** Whenever an emergency as defined in **Section 30-1-1** exists, the Mayor shall declare the existence by means of a written declaration, setting forth the facts which constitute the emergency.

30-1-3 **CURFEW.** After proclamation of a civil emergency by the Mayor, he may order a general curfew applicable to such geographical areas of the City or to the City as a whole as he deems advisable and applicable during such hours of the day or night as he deems necessary in the interest of the public safety and welfare.

30-1-4 **AUTHORITY OF MAYOR TO ISSUE ORDERS.** After the proclamation of a civil emergency, the Mayor may also, in the interest of public safety and welfare, make any or all of the following orders.

(A) Order the closing of all retail liquor stores including taverns and private clubs or portions thereof wherein the consumption of intoxicating liquor and beer is permitted.

(B) Order the discontinuance of the sale of alcoholic liquor by any wholesaler or retailer.

(C) Order the discontinuance of selling, distributing or giving away of gasoline or other flammable liquid or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.

(D) Order the discontinuance of selling, distributing, dispensing or giving away of any firearms or ammunition of any character whatsoever.

(E) Issue such other orders as are imminently necessary for the protection of life and property.

30-1-5 **EFFECTIVENESS.** The proclamation herein authorized shall be effective for a period of **forty-eight (48) hours** unless sooner terminated by a proclamation of the Mayor indicating that the civil emergency no longer exists. The Mayor shall have the power to reproclaim the existence of a civil emergency at the end of each **forty-eight (48) hour** period during the time the civil emergency exists.

30-1-6 **NOTIFICATION.** Upon issuing the proclamation herein authorized, the Mayor shall notify the news media situated within the City and shall cause **three (3) copies** of the proclamation declaring the existence of the emergency to be posted at the following places within the City:

- (A) The City Hall.
- (B) The Post Office.
- (C) The County Courthouse.

ARTICLE II - POLICE DEPARTMENT

DIVISION I - ADMINISTRATION

30-2-1 **DEPARTMENT ESTABLISHED.** There is hereby established a department of the municipal government of the City which shall be known as the Police Department. The Police Department shall consist of the Chief of Police and of such number of captains, sergeants, and patrolmen as may be provided from time to time by the City Council.

30-2-2 **OFFICES ESTABLISHED.**
(A) **Office of Chief Created.** There is hereby established the office of the Chief of Police. The Chief of Police shall be appointed by the Mayor with the advice and consent of the City Council.

(B) **Office of Police Sergeant Established.** There is hereby established the position of Sergeant of Police appointed by the Mayor with the advice and consent of the City Council. The responsibilities of the Sergeant shall be outlined in the **Police Rules and Regulations Manual.** The position shall be considered and classified as "supervisory personnel" as governed by the employee handbook.

30-2-3 **DUTIES OF CHIEF.** The Chief of Police shall keep records and make reports concerning the activities of his department as may be required. The Chief shall be responsible for the performance of the Police Department, of all its functions, and all persons who are members of the department shall serve subject to the orders of the Chief of Police.

30-2-4 **APPOINTMENT OF PATROLMEN.** A sufficient number of patrolmen shall be appointed by the Mayor, by and with the advice and consent of the City Council. A police officer may be appointed to office by the Mayor and City Council if he meets the necessary qualifications notwithstanding the fact that the policeman is not a resident of the City when appointed or when he is to serve as such an official.

30-2-5 **SALARY.** The police department shall receive such compensation as may be provided by City ordinance or by resolution of the City Council.

30-2-6 **DUTIES.** The policeman shall devote his entire time to the performance of the duties of his office and is hereby charged with the preservation of the peace, order and safety of the City and with the duty of protecting the rights of persons and property and of enforcing all laws and also all orders of the City Council. He shall take notice of all nuisances, obstructions and defects on the highways or other public places, and shall cause the same to be abated or removed, or immediate notice thereof given to the proper officer whose duty it may be to take action in relation thereto. When requested by the Mayor he shall attend, either in person or by deputy, all meetings of the City Council, execute all its orders and close the Council Chamber upon the adjournment of that body. He shall also execute all warrants or other legal process required to be executed by him under any ordinance of the City or laws of the State of Illinois.

30-2-7 **MUTUAL AID CONTRACT.** The Police Department, with the approval of the City Council, may enter into an agreement to provide police protection to neighboring municipalities.

30-2-8 **SPECIAL POLICEMEN.** The Mayor may, on special occasions when, in his judgment for public peace and order of the City shall require, appoint and commission any number of special policemen as may be necessary and shall fix in order of their appointment, the time during which each shall serve and all such special policemen, during such time, shall possess the powers and exercise the duties of regular police patrolmen; provided that their appointment, if for more than **ten (10) days** shall be subject to the consent of the City Council in the manner that other appointments to office by the Mayor are subject. Auxiliary policemen shall not carry firearms, except with the permission of the Chief of Police and then only when in uniform and in the performance of their duties.

30-2-9 **LEGAL PROCESSES.** All police shall have the power and authority to execute City warrants or other similar legal processes outside the corporate limits of the City and within such distance therefrom as authorized by law in all cases when any ordinance of the City Council made pursuant to law shall prescribe a penalty for the violation of any of its provisions by persons residing, acting or doing any business within the limits of the City.

30-2-10 **ASSISTING POLICE OFFICER.** Every police officer of the City may, at any time, call upon any able-bodied person(s) above the age of **eighteen (18) years** to aid him in the arresting, retaking or holding in custody of any person guilty of having committed any unlawful act or charged therewith, or to aid such officer in preventing the commission of any unlawful act.

30-2-11 **AIDING FIRE DEPARTMENT.** Every police officer shall aid the fire department by giving the alarm in case of fire and in clearing the streets or grounds in the immediate vicinity of any fire so that the firemen shall not be hindered or obstructed in the performance of their duties.

30-2-12 **FAILURE TO PERFORM.** Any member of the Police Department who shall neglect or refuse to perform any duty required of him by this Code or the rules and regulations of the Department, or who shall be, in the discharge of his official duties, guilty of any fraud, favoritism, extortion, oppressions or willful wrong or injustice, shall be subject to removal from office.

30-2-13 **AIDING IN ESCAPE.** It shall be unlawful for any person in this City to resist or obstruct any member of the Police Force in the discharge of his duty or to endeavor to do so, in any manner, assist any person in the custody of any member of the Police Department to escape or to attempt to escape from such custody or to attempt to rescue any such person in custody.

30-2-14 **USE OF INTOXICATING LIQUOR.** No member on an active tour of duty or while wearing the official policeman's badge of the City shall indulge in the use of intoxicating liquor of any kind and intoxication at any time shall be sufficient cause for removal.

30-2-15 **WITNESS FEES.** Any member of the Police Department shall appear as witness whenever this is necessary in a prosecution for a violation of an ordinance or of any state or federal law. No such member shall retain any witness fee for service as witness in any action or suit to which the City is a party; and fees paid for such services shall be turned over to the Chief of Police who shall deposit the same with the City Treasurer.

30-2-16 **RULES AND REGULATIONS.** The Chief of Police may make or prescribe such rules and regulations for the conduct and guidance of the members of the Police Department as he shall deem advisable and such rules, when approved by the Mayor, shall be binding on such members.

30-2-17 **STOLEN PROPERTY.** The Chief of Police shall be the custodian of all lost and abandoned or stolen property in the City. **(See 65 ILCS 5/11-1-1, et seq.)**

30-2-18 - 30-2-19 **RESERVED.**

DIVISION II - AUXILIARY POLICE

30-2-20 **NAME, APPOINTMENT, MEMBERSHIP, MISSION.**

(A) This organization shall be known by the corporate name of "Nokomis Auxiliary Police".

(B) Prior to appointment, all proposed Nokomis Auxiliary Police members shall be fingerprinted and their fingerprints shall be checked with the Federal Bureau of Identification, Washington, D.C., for any possible criminal record. In addition the Montgomery County States' Attorney, Montgomery County Circuit Clerk, the Illinois Secretary of State, the Law Enforcement Agencies Data System (LEADS), the National Crime Information Center (NCIC), and any other investigative agency may be checked for background information.

(C) No person will be appointed as a Nokomis Auxiliary Police member if he or she has been convicted, plead guilty to or pleaded nolo contendere to a forcible felony as described in 720 ILCS 5/2-8, a felony as described in 720 ILCS 5/2-7, a Class A misdemeanor or any other conduct (an act or series of acts and the accompanying mental state) considered contrary to community standards of honesty, integrity, justice, or good morals.

(D) The Mayor or Police Commissioner is hereby authorized to appoint **fifteen (15)** Nokomis Auxiliary Police members, subject to the advice and consent of the City Council.

(E) The Mayor, Police Commissioner or Chief of Police shall have the authority to with draw, remove, or deprive any person of such person's appointment as a Nokomis Auxiliary Police member at any time with or without cause.

(F) The City Clerk shall keep a record of all appointments made hereunder.

(G) The mission of the organization shall be to provide support in the completion of daily tasks conducted by the Nokomis Police Department.

30-2-21 **EMPLOYEE STATUS.**

(A) Auxiliary police members **will not** be employees of the Police Department nor of the City for any purpose.

(B) Auxiliary police members **will not** be entitled to the terms and conditions of any Collective Bargaining Agreement established by the sworn, full-time members of the City Police Department.

(C) Identification symbols worn by the Auxiliary Police members shall be different and distinct from those used by members of the City Police Department and shall be selected and approved by the Chief of Police.

(D) Auxiliary police members shall at all times during the performance of their duties be subject to the direction and control of the Chief of Police or his designee.

(E) Auxiliary police members need not be residents of the City.

30-2-22 **AUTHORITY.**

(A) Auxiliary police members **are not** conservators of the peace as described under Section 3.1-15-25 of the Illinois Municipal Code.

(B) Auxiliary police members **will not** exercise conservator of the peace powers.

(C) Auxiliary police members shall only be assigned to perform the following duties:

- (1) to aid or direct traffic in the City;
- (2) to aid on control of natural or manmade disasters;
- (3) to aid in case of civil disorder as directed by the Chief of Police;
- (4) to aid a full-time or part-time police officer as directed.

30-2-23 **FIREARMS PROHIBITED.** Auxiliary policemen **will not** carry firearms, except with the written permission of the Mayor and the Chief of Police and then only when in uniform and in the performance of their duties.

30-2-24 **QUALIFICATIONS AND APPOINTMENT OF NEW MEMBERS.**

(A) The qualifications for membership in the Auxiliary Police includes but is not limited to:

- (1) Completed application form
- (2) **Eighteen (18) years** of age
- (3) Possess a high school diploma or GED
- (4) Have no known physical or mental defects
- (5) In good physical health
- (6) In good moral character

(B) The following procedure shall be used for appointment of new members to the Auxiliary Police:

- (1) New applicants must be sponsored by a sworn, full-time, police officer.
- (2) A completed application shall be signed by the applicant and submitted to the Chief of Police by his or her sponsor.
- (3) The Chief of Police or his designee shall conduct a background check on the applicant within **seven (7) working days** of receipt of the application. Upon completion of the background check, the application will be forwarded to the Mayor or Police Commissioner and either be accepted or denied. The Mayor or Police Commissioner may, at his/her discretion, forward the application to the City Council for approval or denial.
- (4) Upon approval, the application will then be presented by the sponsor at the monthly meeting of the regular police department. The applicant must be approved by a unanimous vote of all department members present including sworn and civilian. An absentia vote shall be treated the same as a "yes" vote.
- (5) Upon approval by the members of the regular police department, the applicant becomes a member of the Auxiliary Police.
- (6) There shall be a mandatory **one (1) year** waiting period before which an unsuccessful applicant or former member shall be eligible to reapply.

30-2-25 **TRAINING.** Prior to entering upon any of their duties, auxiliary police members shall receive a course of training in the use of non-lethal, soft-impact, hard-impact, chemical weapons, electronic weapons, handcuffing techniques, and other police procedures authorized by the Chief of Police. Upon completion of a course of training, the Chief of Police shall file a certificate attesting to the auxiliary police members' completion of the course with the City Clerk.

30-2-26 **COMPENSATION.** Auxiliary police members shall receive compensation as provided by the City Council.

30-2-27 **CONCEALED CARRY PERMIT(S).** If an auxiliary police member has been issued an Illinois Concealed Carry License under the authority of Public Act 98-63, the Firearm Concealed Carry Act, (430 ILCS 66) or a Concealed Carry License/Permit from any other State, these licenses or permits will be considered invalid while on duty and in the performance of their duties as an auxiliary police member for the City. An auxiliary police member found to be in possession of a firearm may be disciplined up to and including termination from the unit.

(Ord. No. 1007; 11-10-14)

30-2-28 - 30-2-30 **RESERVED.**

DIVISION III - POLICE CODE

30-2-31 **CHIEF OF POLICE.**

(A) **Authority.** The Chief of Police is the chief executive officer of the Department and the final departmental authority in all matters of policy, operations and discipline. He exercises all lawful powers of his office and issues such lawful orders as are necessary to assure the effective performance of the Department.

(B) **Responsibilities.** Through the Chief of Police, the Department is responsible for the enforcement of all laws and ordinances coming within its legal jurisdiction. The Chief of Police is responsible for planning, directing, coordinating, controlling and staffing all activities of the Department, for the Department's continued and efficient operation; for the enforcement of rules and regulations within the Department; for the completion and forwarding of such reports as may be required by competent authority; and for the Department's relations with the citizens of the City, the City government and other agencies.

(C) **Duty Hours.** The Chief of Police shall be on duty at such times as may be prescribed by the Mayor and shall be available for duty in case of emergency at all other times.

(Ord. No. 2087; 02-14-22)

30-2-32 **RULES AND REGULATIONS FOR ALL MEMBERS AND EMPLOYEES.**

(A) **Code of Ethics.** Law enforcement is an honorable calling. Service in this field demands a professional rather than an occupational philosophy. Personal honor, a desire for professional status and devotion to service above self are the motives which impel a police officer to discharge his responsibilities in full measure.

A police officer's life is one of self-sacrificing service to a high ideal, based upon his recognition of the responsibilities entrusted to him and the belief that law enforcement is an honorable vocation. He fully accepts his responsibilities to defend the right to protect the weak, to aid the distressed and to uphold the law in public and private living. He accepts the obligation to report facts and to testify without bias or display of emotion, and to consider all information coming to his knowledge by virtue of his position, as a sacred trust, to be used for official purposes only. He gives his loyal and faithful attention to the identification and apprehension of criminals, being equally alert to protect the innocent and prosecute the guilty. He performs the functions of his office without fear, favor, or prejudice and does not engage in unlawful or improper practices.

He does not disclose to unauthorized persons any information concerning pending matters which might be prejudicial to the interest of the State, City or the Department. He does not seek to benefit personally by any confidential information which has come to him by virtue of his assignment. He is faithful and loyal to his organization, constantly striving to cooperate with and to promote better relations

with all regularly constituted law enforcement agencies and their representatives in matters of mutual interest and obligation.

Rigid adherence to the principles set out above is mandatory for anyone accepting a position in the Police Department. Acceptance of these principles should not be perfunctory; it should be weighed carefully. Citizens are quick to criticize any misconduct of members of the Department; the community places a trust in police officers and expects them to conduct themselves so as to merit this trust. Members should be proud to hold a position that demands so much.

There must be a moral philosophy and strong appreciation of the need for service in any profession. Unwavering adherence to such a moral philosophy will earn the respect and support of the public for police officers.

Each member of the Police Department will be required to conform to the Law Enforcement Code of Ethics.

(B) **Oath of Office.** New members shall take the following oath of office:

"I, _____, do solemnly swear that I will support and comply with the Constitution of the United States of America; the Constitution and the Laws of the State of Illinois; the charter, laws and ordinances of the City of Nokomis, Illinois; the rules and regulations of the City of Nokomis Police Department; and the Law Enforcement Code of Ethics, and that I will faithfully discharge the duties of my office as to the best of my ability."

30-2-33 PROFESSIONAL CONDUCT AND RESPONSIBILITIES.

(A) **Standard of Conduct.** Members and employees shall conduct their private and professional lives in such a manner as to avoid bringing the Department into disrepute.

(B) **Loyalty.** Loyalty to the Department and to associates is an important factor in departmental morale and efficiency. Members and employees shall maintain a loyalty to the Department and their associates as is consistent with the law and personal ethics.

(C) **Cooperation.** Cooperation between the ranks and units of the Department is essential to effective law enforcement. Therefore, all members are strictly charged with establishing and maintaining a high spirit of cooperation within the Department.

(D) **Assistance.** All members are required to take appropriate police action toward aiding a fellow peace officer exposed to danger or in a situation where danger might be pending.

(E) **General Responsibilities.** Within the Municipality, members shall, at all times, take appropriate action to:

- (1) Protect life and property.
- (2) Preserve the peace.
- (3) Prevent crime.
- (4) Detect and arrest violators of the law.
- (5) Enforce all Federal, State and Local laws and ordinances coming within departmental jurisdiction.

(F) **Duties; Responsibilities.** Members of the Department are always subject to duty, although periodically relieved of its routine performance. They shall, at all times, respond to the lawful orders of superior officers and other proper authorities as well as calls for police assistance from citizens. Proper police action must be taken whenever required. The administrative delegation of the enforcement of certain laws and ordinances to particular units of the Department does not relieve members of other units from the responsibility of taking prompt, effective police action within the scope of those laws and ordinances when the occasion so requires. Members assigned to special duties are not relieved from taking proper action outside the scope of their specialized assignment when necessary.

(G) **Insubordination.** Failure or deliberate refusal of any member or employee to obey a lawful order given by a superior officer shall be insubordination. Ridiculing a superior officer or his orders, whether in or out of his presence, is also insubordination.

(H) **Questions Regarding Assignment.** Members and employees in doubt as to the nature or detail of their assignment shall seek such information from the Chief of Police or senior officer in charge.

(I) **Knowledge of Laws and Regulations.** Every member is required to establish and maintain a working knowledge of all laws and ordinances in force in the City, the rules and policies of the Department and the orders of the Department and divisions thereof. In the event of improper action or breach of discipline, it will be presumed that the member was familiar with the law, rule or policy in question.

(J) **Performance of Duty.** All members and employees shall perform their duties as required or directed by law, departmental rule, policy, or order, or by order of a superior officer. All lawful duties required by competent authority shall be performed promptly as directed, notwithstanding the general assignment of duties and responsibilities.

(K) **Obedience to Laws and Regulations.** Members and employees shall observe and obey all laws and ordinances, all rules and regulations of the Department and all general or special orders of the Department.

(L) **Establishing Elements of Violation.** Existence of facts establishing a violation of a law, ordinance or rule is all that is necessary to support any allegation of such as a basis for a charge under this Section. It is not necessary that a formal complaint be filed or sustained. Nothing in this Manual of Rules prohibits disciplining or charging members or employees merely because the alleged act or omission does not appear herein, in departmental orders, or in laws and ordinances within the cognizance of the Department.

(M) **Reporting Violations of Laws, Ordinances, Rules or Orders.** Members and/or employees knowing of other members and/or employees violating laws, ordinances, or rules of the Department or disobeying orders, shall report the same in writing to the Chief of Police.

(N) **Conduct Toward Superior and Subordinate Officers and Associates.** Members and employees shall treat superior officers, subordinates and associates with respect. They shall be courteous and civil at all times in their relationships with one another.

(O) **Criticism of Orders.** Members and employees shall not publicly criticize instructions or orders they have received.

(P) **Manner of Issuing Orders.** Orders from superior to subordinate shall be in clear, understandable language, civil in tone and issued in pursuit of departmental business.

(Q) **Unlawful Orders.** No command or supervisory officer shall knowingly issue any order which is in violation of anylaw or ordinance or departmental rule.

(R) **Obedience to Unlawful Orders.** Obedience to an unlawful order is never a defense for an unlawful action. Therefore, no member or employee is required to obey any order which is contrary to Federal or State law or local ordinance. Responsibility for refusal to obey rests with the member. He shall be strictly required to justify his action.

(S) **Obedience to Unjust or Improper Orders.** Members or employees who are given orders which they feel to be unjust or contrary to rules and regulations must first obey the order to the best of their ability and then may proceed to appeal as provided below.

(T) **Conflicting Orders.** Upon receipt of an order conflicting with any previous order or instruction, the member affected will advise the person issuing the second order of this fact. Responsibility for countermanding the original instruction then rests with the individual issuing the second order.

If so directed, the latter command shall be obeyed first. Orders will be countermanded or conflicting orders will be issued only when reasonably necessary for the good of the Department.

(U) **Reports and Appeals - Unlawful, Unjust, Improper Orders.** A member or employee receiving an unlawful, unjust, or improper order shall, at first opportunity, report in writing to the Chief of Police through official channels. This report shall contain the facts of the incident and the action taken. Appeals for relief from such orders may be made at the same time. Extra departmental action regarding such an appeal shall be conducted through the office of the Chief of Police.

(V) **Gifts, Gratuities, Fees, Rewards, Loans, Etc., Soliciting.** Members and employees shall not, under any circumstances, solicit any gift, gratuity, loan or fee where there is any direct or indirect connection between the solicitation and their departmental membership or employment.

(W) **Other Transactions.** Members and employees are prohibited from buying and selling anything of value from or to any complainant, suspect, witness, defendant, prisoner, or other person involved in any active case which has come to their attention or which arose out of their departmental employment, except as may be specifically authorized by the Chief of Police.

(X) **Rewards.** Members and employees shall not accept any gift, gratuity or reward in money or other consideration for services rendered in the line of duty to the community or to any person, business or agency, except lawful salary and that which may be authorized by law.

(Y) **Disposition of Unauthorized Gifts, Gratuities, Etc.** Any unauthorized gift, gratuity, loan, fee, reward or other thing falling into these categories coming into the possession of any member or employee shall be forwarded to the office of the Chief of Police together with a written report explaining the circumstances connected therewith.

(Z) **Free Admissions and Passes.** Members and employees shall not solicit or accept free admission to places of amusement for themselves or others except in the line of duty.

(AA) **Debts.** Members of the Police Department shall pay when due all just bills and obligations owed by such member, and such member shall not incur or become liable for obligations which, in the reasonable course of events, could not possibly be met at their maturity.

30-2-34 RESIGNATIONS. An officer who desires to resign from the Police Department shall follow the procedures provided by the corporate authorities.

30-2-35 GENERAL CONDUCT ON DUTY.

(A) **Prohibited Activity On Duty.** Members and employees are prohibited from engaging in the following activities while on duty with the exceptions as noted:

- (1) Sleeping, loafing, idling.
- (2) Recreational reading (except at meals).
- (3) Conducting private business.
- (4) Carrying newspapers or other articles (except in the performance of police duty).
- (5) Drinking intoxicating beverages (except in performance of a police duty, and then, only with the specific consent of the Chief of Police and never in uniform).
- (6) **Houses of Ill Repute.** A member shall not enter any house of ill repute, except in the performance of duty.
- (7) **Gambling,** unless to further a police purpose; no games of chance for stakes or wagers shall be played in the station.

(B) **Loitering.** All members on duty or in uniform shall not enter taverns, theaters or other places, except to perform a police task.

(C) **National Colors and Anthem.** Uniformed members will render full military honors to the national colors and anthem at appropriate times. Members and employees in civilian dress shall render proper civilian honors to the national colors and anthem at appropriate times.

(D) **Relief.** All members and employees are to remain at their assignments and on duty until properly relieved by another member or employee or until dismissed by competent authority.

(E) **Meals.** Meals and breaks shall be of a reasonable amount of time.

(F) **Reporting.** Members and employees shall promptly submit such reports as are required by the performance of their duties or by competent authority.

(G) **Absence from Duty.** Every member or employee who fails to appear for duty at the date, time and place specified for so doing without the consent of competent authority is "absent without leave". Such absences may result in disciplinary action.

(H) **Sickness Caused by Improper Conduct, Etc.; Feigning Sickness.** The City physician shall report in writing to the Chief of Police any member who shall evade duty on the pretense of sickness or whose sickness or disability is caused by improper conduct, intemperate, immoral or vicious habits or practices, or in which a member of the Department fraudulently or by misleading statements

concerning his disability, endeavors to deceive the City physician, or in which a member feigns sickness or disability. The Chief of Police shall make a recommendation in such report whether or not such member shall be paid for the time he is absent from duty.

(I) **Notification of Command.** Whenever any member of the Department becomes sick or disabled, the Chief of Police or the person in charge shall be notified without delay. Members unable to report for duty owing to sickness or disability shall notify the Chief of Police or person in charge not less than **one (1) hour**, if possible, prior to time of reporting for duty.

(J) **Training.** All members shall attend in-service training in the theory and practice of law enforcement at the direction of the Chief of Police. Such attendance is considered a duty assignment.

(K) **Physical Fitness for Duty.** All members of the Department shall maintain good physical condition so that they can handle the strenuous physical contacts often required of a law enforcement officer.

(L) **Consumption of Intoxicants.** Members and employees shall not consume intoxicants while off duty to the extent that evidence of such consumption is apparent when reporting for duty, or to the extent that ability to perform duty is impaired.

(M) **Intoxication.** Members and employees shall not, at any time, be intoxicated while on duty. They shall not, at any time on or off duty, be intoxicated in public view, so as not to bring discredit to the Department.

(N) **Intoxicants on Departmental Premises.** Members and employees shall not bring into or keep any intoxicating liquor on departmental premises. Liquor brought onto departmental premises in the furtherance of a police task shall be properly identified and stored according to current policy.

(O) **Smoking While on Duty.** Members and employees shall not smoke on duty while in direct contact with the public, nor when in uniform in public view except that smoking is permitted in public view at meal times and while patrolling in police automobiles, at which times, it shall be as inconspicuous as possible.

(P) **Address and Telephone Numbers.** Members and employees shall record their correct residence address and telephone number with the City Clerk and the Chief of Police. Members and employees are required to have telephones in the place where they reside. Changes in address or telephone numbers shall be reported to the Chief of Police within **twenty-four (24) hours** of change.

(Q) **Uniforms, Equipment and Appearance.** All members of the Department shall maintain a regulation uniform in good order. Members shall be neat appearing and well-groomed while in uniform.

(R) **Hair and Grooming.** Hair shall be neat and well-groomed.

(S) **Uniform Regulations.** All articles of uniform shall conform to the departmental uniform regulations. Civilian clothing will not be worn with any distinguishable part of the uniform, except for reasons of safety.

(T) **Wearing the Uniform.** Uniforms shall be kept neat, clean and well-pressed at all times. While wearing the uniform, members shall maintain a military bearing, avoiding mannerisms such as slouching, shuffling and keeping hands in pockets. The uniform hat shall be worn out-of-doors unless otherwise directed by competent authority.

(U) **Manner of Dress on Duty.** Normally, members will wear the duty uniform on a tour of duty; however, the Chief of Police may prescribe other clothing as required by the nature of the duty to which a particular member is assigned.

(V) **Equipment.** All equipment must be clean, in good working order and conform to departmental specifications.

(W) **Off-Duty Equipment.** At all times, members may carry an authorized weapon and shall carry official identification when off duty and in public.

(X) **Registering Equipment with the Department.** Members are required to register with the Department the description and serial numbers of all personal police weapons they own or carry on duty.

(Y) **Firearms - Display, Discharge and Marksmanship.** Members shall never display firearms unnecessarily or draw them in any public place except for inspection or official use. Members are required to report any deliberate or accidental discharge of firearms (except routine target practice). This report is to be made to the Chief of Police as soon as possible, and without unnecessary delay. Members shall exhaust every other means of apprehension before resorting to the use of firearms.

(Z) **Marksmanship Proficiency.** All members of the department shall be required to attain a marksmanship proficiency of **fifty percent (50%)** in order to qualify.

(AA) **Uniform and Equipment Damage Claim.** Any claims for damage to clothing, equipment, and eyeglasses caused by performance of duty shall be made in accordance with current departmental directives.

(BB) **Compensation for Other Damages Sustained on Duty.** Members and employees shall not seek in any way, nor accept from any person, money or other compensation for damaged sustained or expenses incurred by them in the line of duty without first notifying the Chief of Police.

(CC) **Compensation for Damages Off Duty.** Members and employees who have received salary from the Municipality for injury sustained off duty or illness shall notify the Chief of Police in writing of any intent to seek, sue, solicit, or accept compensation as damages for such illness or injury. This notice shall be filed before any action is taken. It shall include the fact of the claim and the name of the respondent.

30-2-36 **DEPARTMENT PROPERTY AND EQUIPMENT.** Members and employees are responsible for the proper care of Department property and equipment assigned to them. Damaged or lost property may subject the responsible individual to reimbursement charges and appropriate disciplinary action.

30-2-37 **DAMAGED/INOPERATIVE PROPERTY OR EQUIPMENT.** Members and employees shall immediately report to their commanding officer on designated forms any loss of or damage to departmental property assigned to or used by them. The immediate superior will be notified of any defects or hazardous conditions existing in any departmental equipment or property.

30-2-38 **CARE OF DEPARTMENT BUILDINGS.** Members and employees shall not mar, mark or deface any surface in the building housing the Department. No material shall be affixed in any way to any wall in departmental buildings without specific authorization from the Chief of Police or Mayor.

30-2-39 **NOTICES.** Members and employees shall not mark or deface any posted notice of the Department. Notices or announcements shall not be posted on bulletin boards without permission of the Chief of Police. No notices of a derogatory nature will be posted at any time.

30-2-40 **MAINTENANCE OF MANUALS.** All members and employees who are issued manuals are responsible for their maintenance and will make appropriate changes or inserts as they arise.

30-2-41 **SURRENDER OF DEPARTMENTAL PROPERTY.** Members and employees are required to surrender all property belonging to the Department in their possession upon separation from the service. Failure to return non-expendable items may cause the person to reimburse the Department for the fair market value of the article(s).

30-2-42 **DEPARTMENTAL VEHICLES - USE.** Members shall not use any departmental vehicle without the permission of the Chief of Police. Mileage and maintenance logs shall be kept at all times on all vehicles.

30-2-43 **VEHICLES - PERSONAL BUSINESS.** Departmental vehicles may be used for personal business only within the City limits.

30-2-44 **TRANSPORTING CITIZENS.** Citizens will be transported in departmental vehicles only when necessary to accomplish a police purpose. Such transportation will be done in conformance with departmental policy or at the direction of a command officer.

30-2-45 **REPORTING ACCIDENTS.** Accidents involving City personnel, property and/or equipment must be reported in accordance with adopted procedures.

30-2-46 **PRESUMPTION OF RESPONSIBILITY.** In the event that City property is found bearing evidence of damage which has not been reported, it shall be prima facie evidence that the last person using the property or vehicle was responsible.

30-2-47 **COMMUNICATIONS; CORRESPONDENCE.**

(A) **Restrictions.** Members and employees shall not:

- (1) use departmental letterheads for private correspondence;
- (2) give out license number information to private citizens without permission of the officer in charge;
- (3) send correspondence out of the department over the signatures without the general permission of the Chief of Police.
- (4) give out listed or unlisted phone numbers of police officers or other departmental personnel.

(B) **Private Use of Department Address.** Members and employees shall not use the Department as a mailing address for private purposes. The Department address shall not be used on any motor vehicle registration or operator's or chauffeur's license.

(C) **Telephones.** Departmental telephone equipment may not be used for the transmission of private messages without prior approval of the Chief of Police.

(D) **Radio Discipline.** All members of the Department operating the police radio shall strictly observe regulations for such operations as set forth in departmental orders and by the Federal Communications Commission.

30-2-48 **DEATH AND INJURY NOTIFICATIONS.**

(A) **Death or Serious Injury.** When a member is killed or seriously injured on or off duty, immediate verbal notification shall be made to the Chief of Police or to the officer acting in the Chief's absence. This will be followed by a written report no later than the following work day. Information shall include the date, location, cause, extent of injuries and property damage. Serious injury in this instance means an injury could result in death or disability.

(B) **Non-Serious Injury.** In cases where the injuries are other than of a serious nature, a written report will be submitted on the first work day following the incident including all information required above. These reports are in addition to those accident and sick reports otherwise required.

(C) **Death of Member or Employee.** Any member or employee receiving notice of the death of any member, employee or retired member during regular business hours shall notify the

Chief of Police. At other times, the officer in charge shall be notified and he shall relay such information to the Chief of Police.

(D) **Notification to Family.** The family of a member or employee injured or dying on duty shall be notified immediately by the available senior officer.

30-2-49 **INVESTIGATIONS, ARRESTS, AND DETENTIONS.**

(A) **Command of Scene.** At the scene of any crime, accident or other police incident, the ranking officer present shall assume command and direction of police personnel in such a manner as to assure the most orderly and efficient accomplishment of the police task. When **two (2)** or more officers of the same rank are present and one of these is assigned to the investigative detail that will follow up the investigation, that ranking officer will be in charge. This provision is intended to provide for the coordination of the efforts of the several subordinate members who may be assigned to the incident; therefore, it is incumbent upon the ranking officer assuming such control to become acquainted with the facts and insure that appropriate action is being taken or is initiated.

(B) **General Responsibilities of Members at Crime Scenes.** The first member to arrive at the scene of a crime or other police incident is responsible for the following actions as they may apply to the situation:

- (1) summoning medical assistance and administering first-aid as required to prevent further injury or loss of life.
- (2) Arrest of violator(s).
- (3) Security of the scene, and to prevent the damage, destruction or loss of any evidence at the crime scene.

(C) **Responsibilities of Assigned Members at Crime Scene.** The members officially assigned to perform the preliminary or other investigation of an alleged crime or other incident are responsible for the duties in paragraph (B) of this Section as they may be necessary, and the completion of the preliminary or other investigation as directed. This shall include, but is not necessarily limited to, securing statements and other information which will aid in the successful completion of the investigation and locating, collecting and preserving physical evidence material to the issue.

(D) **Relief of Member Conducting Preliminary Investigation.** Upon completion of the preliminary investigation, the assigned officer shall stand relieved unless otherwise directed.

(E) **Identification as Police Officer.** Except when impractical or unfeasible, or where the identity is obvious, officers shall identify themselves by displaying the departmental badge or identification card before taking police action.

(F) **Arrests.** In making arrests, members shall strictly observe the laws of arrest and the following provisions:

- (1) Only necessary restraint to assure safe custody and the safety of the officer shall be employed.
- (2) The arresting officer is responsible for the safety and protection of the arrested person while in his custody. He shall notify the transporting officers of any injury, apparent illness, or other conditions which indicate that the arrested person may need special care.
- (3) The arresting officer is responsible for the security of the personal property in the possession of the arrested person or under his control at the time of arrest. Except for vehicles, this responsibility transfers to the transporting officers when they accept custody of the arrested person.

(G) **Custody of Prisoners.** Officers charged with the custody of prisoners shall observe all laws and departmental orders regarding this activity. Prisoners shall be kept securely, treated firmly and humanely, and shall not be subjected to unnecessary restraint.

(H) **Transportation of Prisoners.**

- (1) Officers transporting prisoners shall do so in accordance with departmental policy. All prisoners conveyed in a police vehicle shall be searched for weapons/contraband before being placed in a car.

- (2) Prisoners requiring medical attention shall be delivered to the appropriate emergency hospital and the transporting officers shall be responsible for the security of the prisoner until properly relieved by a guard officer, unless otherwise directed by a superior officer.
- (3) Prisoners and their property shall be surrendered at the jail to custodial officers or as otherwise directed by competent authority.
- (4) Any prisoner transported to a hospital in a private ambulance shall be accompanied and guarded by an officer unless police exigencies dictate otherwise. In the latter case, a guard will be arranged for the prisoner as soon as possible.

(I) **Use of Physical Force.** Malicious assaults or batteries committed by members constitute gross misconduct. The use of physical force shall be restricted to circumstances specified by law when necessary to accomplish a police task successfully. Whenever a member, either on or off duty, is required to strike or use considerable physical force against another person, he shall immediately call a superior officer to the scene, or if not practical, he shall contact the superior officer as soon as possible following the incident and submit a written report to the Chief of Police.

(J) **Reports and Bookings.** No member or employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false or improper information on records of the Department.

(K) **Press Relations at Crime Scenes.** Insofar as is consistent with sound police practice, members in control of a crime scene shall grant access and supply information regarding the incident to the working press. Whenever a member feels that release of information or access to the scene is contrary to sound police practice, he shall refer the press to the Chief of Police for further decision.

(L) **Security of Departmental Business.** Members and employees shall not reveal police information outside the Department except as provided elsewhere in this manual or as required by law or competent authority. Specifically, information contained in police records, other information ordinarily accessible only to members and employees and names of informants, complainants, witnesses, and other persons known to the police are considered confidential. Silence shall be employed to safeguard confidential information. Violation of the security of this type of information reflects gross misconduct.

(M) **Compromising Criminal Cases.** Members and employees shall not interfere with the proper administration of criminal justice. Members shall not attempt to interrupt legal process except where a manifest injustice might occur, nor participate in or be concerned with any activity which might interfere with the process of law.

Except in the interest of justice, members and employees shall not attempt to have any traffic citation or notice to appear reduced, voided or stricken from the calendar.

Any employee or member having knowledge of such action and failing to inform his superior officer thereof shall be subject to charges.

(N) **Assisting Criminals.** Members and employees shall not communicate in any manner, either directly or indirectly, any information which might assist persons guilty of criminal or quasi-criminal acts to escape arrest or punishment or which may enable them to dispose or secrete evidence of unlawful activity or money, merchandise or other property unlawfully obtained.

(O) **Recommending Attorneys is Prohibited.** Members and employees shall not suggest, recommend, advise or otherwise counsel the retention of any attorney to any person coming to their attention as a result of police business. This does not apply when a relative of the member seeks such service. In no case may such advice be given where a fee, gratuity, or reward is solicited, offered or accepted from the attorney. Soliciting business for an attorney is gross misconduct.

(P) **Acting as Bailor Prohibited.** Members and employees cannot act as bailors for any person in custody except relatives, and in no case where any fee, gratuity or reward is solicited or accepted.

30-2-50 PUBLIC ACTIVITIES.

(A) **Publicity.** Members and employees shall not seek personal publicity in the course of their employment.

(B) **Commercial Testimonials.** Members and employees shall not permit their names and photographs to be used to endorse any product or service which is in any way connected with law enforcement without the permission of the Chief of Police. They shall not, without the permission of the Chief of Police, allow their names or photographs to be used in any commercial testimonial which alludes to their position or employment with the Department.

(C) **Public Appearance Requests.** All requests for public speeches, demonstrations and the like will be routed to the Chief of Police for approval and processing. Members and employees directly approached for this purpose shall suggest that the party submit his request to the Chief of Police.

(D) **Outside Employment.** Prior to engaging in any outside business or employment, the member or employee shall submit a request for permission to do so to the Chief of Police. The decision of the Chief of Police to issue or deny permission to work outside the department is final.

(E) **Membership in Organization.** Except for the Armed Forces Reserve components, members and employees shall not affiliate themselves with any organization or group, the constitution or by-laws of which in any way exacts prior consideration or which would prevent its members from rendering proper and efficient service to the Department.

(F) **Subversive Organizations.** No member or employee shall knowingly become a member or be connected with any subversive organization except when necessary in the performance of duty and then only under the direction of the Chief of Police.

(G) **Personal Preferment.** No member or employee may seek the influence or intervention of any person outside the Department for purposes of personal preference, advantage, transfer, or advancement.

(H) **Conduct Toward the Public.** Members and employees shall be courteous and orderly in their dealings with the public. They shall perform their duties quietly, avoiding harsh, violent, profane, or insolent language, and shall always remain calm regardless of provocation to do otherwise. Upon request, they are required to supply their name and badge or DSN in a courteous manner. They shall attend to requests from the public quickly and accurately, avoiding unnecessary referral to other parts of the Department.

(I) **Impartial Attitude.** All members, even though charged with vigorous and unrelenting enforcement of the law, must remain completely impartial toward all persons coming to the attention of the Department. Violations of the law are against the people of the State and not against the individual officer. All citizens are guaranteed equal protection under law. Exhibiting partiality for or against a person because of race, creed or influence is conduct unbecoming an officer. Similarly, unwarranted interference in the private business of others when not in the interest of justice is conduct unbecoming an officer.

(J) **Caring for Lost, Helpless, Injured or Ill Persons.** Members shall always be alert to assist lost, helpless, injured or ill persons. Every member is charged with maintaining a proficiency in first-aid techniques authorized by the American Red Cross and Cardio-Pulmonary Resuscitation (C.P.R.).

(K) **Availability When On Duty.** Members on duty shall not conceal themselves, except for some police purpose. They shall be immediately and readily available to the public during duty hours.

(L) **Responding to Calls.** Members of the Department shall respond without delay to all calls for police assistance from citizens or other members. Emergency calls take precedence; however, all calls shall be answered as soon as possible consistent with normal safety precautions and vehicle laws. Failure to answer a call for police assistance promptly, without justification, is misconduct. Except under the most extraordinary circumstances, or when otherwise directed by competent authority, no member shall fail to answer any land wire or radio call directed to him. The communications center will be informed when leaving the air, and when returning to a duty status, and when a car is leaving and returning to the corporate limits.

30-2-51 JUDICIAL AND INVESTIGATION ACTIONS, APPEARANCES AND TESTIFYING.

(A) **Court Appearances.** Attendance at a court or quasi-judicial hearing as required by subpoena is an official duty assignment. Permission to omit this duty must be obtained from the prosecuting attorney handling the case or other competent court official. When appearing in court, either the official uniform or clothing conforming to standards imposed on officers working in plain clothes shall be worn. Weapons shall not be displayed unless wearing the uniform. Members shall present a neat and clean appearance, avoiding any mannerism which might imply disrespect to the Court, such as gum chewing and smoking.

(B) **Testifying for the Defendant.** Any member or employee subpoenaed to testify for the defense in any trial or hearing, or against the City or Department in any hearing or trial, shall notify the Chief of Police upon receipt of the subpoena. He shall notify the governmental attorney.

(C) **Departmental Investigation – Testifying.** Members or employees are required to answer questions by or render material and relevant statements to a competent authority in a departmental personnel investigation when so directed.

(D) **Truthfulness.** Members and employees are required to be truthful at all times whether under oath or not.

(E) **Civil Action Interviews.** Civil action interviews involving members or employees which arise out of departmental employment shall be conducted according to current departmental directives.

(F) **Civil Action, Court Appearances – Subpoenas.** A member or employee shall not volunteer to testify in civil actions and shall not testify unless legally subpoenaed. Members and employees shall accept all subpoenas legally served. If the subpoena arises out of departmental employment or if the member or employee is informed that he is a party to a civil action arising out of departmental employment, he shall immediately notify his Chief of Police and the governmental attorney of the service or notification, and of the testimony he is prepared to give. Members and employees shall not enter into any financial understanding for appearances as witnesses prior to any trial, except in accordance with current directives.

(G) **Civil Depositions and Affidavits.** Members and employees shall confer with the Chief of Police before giving a deposition or affidavit on a civil case.

(H) **Civil Cases.** Members shall not serve civil process or assist in civil cases unless the specific consent of the Chief of Police is obtained. They shall avoid entering into civil disputes particularly while performing their police duties, but shall prevent or abate a breach of the peace or crime in such cases.

30-2-52 PART-TIME POLICE.

(A) **Employment.** The City may employ part-time police officers as they deem necessary. When part-time police officers are hired they must meet the standards as set forth below. This is in addition to requirements the City may consider relevant or police officers.

(B) **Duties.** A part-time police officer shall have all the responsibilities of a full-time police officer and such specific duties as delineated in the General Orders of the Police Department, but the number of hours a part-time officer may work within a calendar year is restricted. Part-time police officers shall not be assigned to supervise or direct full-time police officers. Part-time police officers shall be trained in accordance with the Illinois Police Training Act (**50 ILCS 705/1 et seq.**) and the rules and requirements of the Illinois Law Enforcement Training and Standards Board (ILETSB).

(C) **Hiring Standards.** Any person employed as a part-time police officer must meet the following standards:

- (1) Submit a formal written and signed application for employment.
- (2) Pass a complete background investigation to include, but is not limited to, a personal interview, education history, personal references, employment references, credit history, traffic and criminal history record, family criminal record and a neighborhood investigation.
- (3) Be a United States citizen.

- (4) Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.
- (5) Be at least **twenty-one (21) years** of age at time of application.
- (6) Pass a medical examination.
- (7) Possess a high school diploma or GED certificate.
- (8) Possess a valid State of Illinois driver's license.
- (9) Possess no prior felony convictions.
- (10) Any individual who has served in the U.S. military must have been honorably discharged.

(D) **Approval.** After completion of Step 1, the application and background investigation will be submitted to the City Council for approval.

(E) **Registration.** All candidates must register with the City Clerk, submit pre-certification fingerprints and pass an approved physical examination following approval of the Council.

(F) **Certification.** All approved candidates shall complete or have been pre-certified in the following:

- (1) Shall pass the Peace Officer Wellness Evaluation Report (P.O.W.E.R.) test approved by the State of Illinois and the ILETSB.
- (2) All candidates shall have either an approved waiver of training from the ILETSB or be enrolled and attending an approved part-time training course required by the ILETSB.
- (3) Shall pass the required **forty (40) hour** Mandatory Firearms Training Course.

(G) **Discipline.** Part-timer officers shall be under the disciplinary jurisdiction of the Chief of Police. Part-time police officers serve at the discretion of the City authorities, shall not have any property rights in said employment, and may be removed by the City authorities at any time. Part-time police officers shall complete the aforementioned requirements and other mandatory training required by the department and will comply with all applicable rules and General Orders issued by the Police Department or discharged from service pending approval of termination by the City Council.

(Ord. No. 987; 08-13-12)

ARTICLE III - EMERGENCY MANAGEMENT AGENCY (EMA)

30-3-1 POLICY AND PROCEDURES.

(A) Because of the possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from the explosion in this or in a neighboring municipality of atomic or other means from without, or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, or other natural or man-made causes, and in order to insure that this municipality will be prepared to and will adequately deal with any such disasters, preserve the lives and property of the people of this municipality and protect the public peace, health and safety in the event of such a disaster, it is found and declared to be necessary:

- (1) To create a municipal emergency management agency;
- (2) To confer upon the Mayor the extraordinary power and authority set forth under Article I of this Chapter (**65 ILCS 5/11-1-6**).
- (3) To provide for the rendering of mutual aid to other cities and political subdivisions with respect to the carrying out of emergency management operations.

(B) Whenever the Mayor determines after an investigation that a dangerous situation or a potentially dangerous situation exists which could cause death to individuals or serious injury to property or the health and welfare of public, the Mayor may declare that a state of emergency exists. The extraordinary powers may not be exercised until an ordinance shall have been adopted which shall establish standards for the determination by the Mayor of when the state of emergency exists and shall provide that the Mayor may not exercise such extraordinary power and authority except after signing under oath a statement finding that such standards have been met, setting forth facts to substantiate such findings, describing the nature of the emergency and declaring that a state of emergency exists. This statement shall be filed with the Clerk of the municipality as soon as practical. A state of emergency shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of emergency is declared. A subsequent state of emergency may be declared if necessary.

(C) It is further declared to be the purpose of this Code and the policy of the municipality that all emergency management programs of this municipality be coordinated to the maximum extent with the comparable functions of the federal and state governments, including their various departments and agencies, of other municipalities and localities and private agencies of every type, to the end that the most effective preparation and use may be made of the nation's manpower, resources, and facilities for dealing with any disaster that may occur.

30-3-2 LIMITATIONS. Nothing in this Code shall be construed to:

(A) Interfere with the course or conduct of a private labor dispute, except that actions otherwise authorized by this Code or other laws may be taken when necessary to forestall or mitigate imminent or existing danger to public health or safety;

(B) Interfere with dissemination of news or comment of public affairs; but any communications facility or organization (including but not limited to radio and television stations, wire services, and newspapers) may be requested to transmit or print public service messages furnishing information or instructions in connection with a disaster;

(C) Affect the jurisdiction or responsibilities of police forces, fire fighting forces, units of the armed forces of the United States, or of any personnel thereof, when on active duty; but state and local emergency operations plans shall place reliance upon the forces available for performance of functions related to disaster emergencies;

(D) Limit, modify, or abridge the authority of the Mayor and the City Council to exercise any other powers vested in them under the constitution, statutes, or common law of this State, independent of or in conjunction with any provisions of this Code.

30-3-3 **DEFINITIONS.** As used in this Code, unless the context clearly indicates otherwise, the following words and terms shall have the definitions hereinafter ascribed:

(A) **Coordinator** means the staff assistant to the Mayor with the duty of carrying out the requirements of this Code.

(B) **Disaster** means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, explosion, critical shortages of essential fuels and energy, riot, or hostile military or paramilitary action.

(C) **Emergency Management** means the efforts of this municipality to develop, plan, analyze, conduct, implement and maintain programs for disaster mitigation.

(D) **Emergency Operations Plan** means the written plan of the municipality describing the organization, mission and functions of the government and supporting services for responding to and recovery from disasters.

(E) **Emergency Services** means the preparation for and the carrying out of such functions, other than functions for which military forces are primarily responsible, as may be necessary or proper to prevent, minimize, repair and alleviate injury and damage resulting from disasters caused by fire, flood, earthquake, or other man-made or natural causes. These functions including, without limitation, fire-fighting services, police services, emergency aviation services, medical and health services, rescue, engineering, warning services, communications, radiological, chemical and other special weapons defense, evacuation of persons from stricken areas, emergency assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to protecting life or property.

(F) **Political Subdivision** means any county, city, village, or incorporated town.

30-3-4 **EMERGENCY MANAGEMENT AGENCY.**

(A) There is hereby created an emergency management agency and a coordinator of the emergency management agency, herein called the "coordinator", who shall be the head thereof. The coordinator shall be appointed by the Mayor with the advice and consent of the Council. He shall serve at the pleasure of the Mayor.

(B) The Emergency Management Agency shall obtain, with Council approval, such technical, clerical, stenographic and other administrative personnel, and may make such expenditures within their appropriation therefor as may be necessary to carry out the purpose of this Code.

(C) The coordinator, subject to the direction and control of the Mayor, shall be the executive head of the Municipal Emergency Service and Disaster Agency, and shall be responsible under the direction of the Mayor for carrying out the program for emergency management operations of this municipality. He shall coordinate the activities of all organizations for emergency management operations within this municipality and shall maintain liaison, and cooperate with, the civil defense and emergency management agencies and organization of the county, other counties and municipalities, and of the federal and state government.

In the event of the absence, resignation, death, or inability to serve by the coordinator, the Mayor or any persons designated by him, shall be and act as coordinator until a new appointment is made as provided in this Code.

(D) The Municipal Emergency Management Agency shall take an integral part in the development and revision of the local emergency operations plan.

(E) In the development of the emergency operations plan, the municipal emergency management agency shall interrelate with business, labor, industry, agriculture, civic and volunteer organizations, and community leaders.

(F) The Municipal Emergency Management Agency shall:

- (1) Determine the requirements of the municipality for food, clothing and other necessities in the event of an emergency;

- (2) Develop an Emergency Operations Plan that meets the standards promulgated by the Illinois Emergency Management Agency;
- (3) Biannually review and revise the local Emergency Operations Plan;
- (4) Establish a register of persons with types of training and skills in emergency prevention, preparedness, response and recovery;
- (5) Establish a register of government and private response resources available for use in a disaster;
- (6) Prepare, for issuance by the Mayor, ordinances, proclamations and regulations as necessary or appropriate in coping with disasters.
- (7) Cooperate with the federal, state and county government and any public or private agency or entity in achieving any purpose of this Code and in implementing programs for disaster prevention, preparation, response and recovery;
- (8) Initiate and coordinate planning for:
 - (a) The establishment of an emergency operating center;
 - (b) The implementation of a 911 system.
- (9) Do all other things necessary, incidental or appropriate for the implementation of this Code.

30-3-5

EMERGENCY MANAGEMENT POWERS OF THE MAYOR.

(A) The Mayor shall have the general direction and control of the emergency management agency, and shall be responsible for the carrying out of the provisions of this Code.

(B) In performing his duties under this Code, the Mayor is authorized to cooperate with state and federal governments and with other municipalities and political subdivisions in all matters pertaining to emergency management operations defined in this Code.

(C) In performing his duties under this Code, the Mayor is further authorized:

- (1) To make, amend and rescind all lawful necessary orders, rules and regulations of the local disaster plan to carry out the provisions of this Code within the limits of the authority conferred upon him.
- (2) To cause to be prepared a comprehensive plan and program for the emergency management of this municipality which plan and program shall be integrated into and coordinated with disaster plans of the state and federal governments and other political subdivisions, and which plan and program may include:
 - (a) Prevention and minimization of injury and damage caused by disaster;
 - (b) Prompt and effective response to disaster;
 - (c) Emergency relief;
 - (d) Identification of areas particularly vulnerable to disasters;
 - (e) Recommendations for zoning, building and other land-use controls, safety measures for securing permanent structures and other preventive and preparedness measures designed to eliminate or reduce disasters or their impact;
 - (f) Assistance to local officials in designing local emergency action plans;
 - (g) Authorization and procedures for the erection or other construction of temporary works designed to protect against or mitigate danger, damage or loss from flood, conflagration or other disaster;
 - (h) Organization of municipal manpower and chains of command;
 - (i) Coordination of local emergency management activities;
 - (j) Other necessary matters.
- (3) In accordance with such plan and program for the emergency management of this municipality, and out of funds appropriated for such

purposes, to procure and preposition supplies, medicines, materials and equipment to institute training programs and public information programs, and to take all other preparatory steps, including the partial or full mobilization of emergency management organizations in advance of actual disaster to insure the furnishing of adequately trained and equipped forces for disaster operations.

- (4) Out of funds appropriated for such purposes, to make such studies and surveys of the industries, resources and facilities in this municipality as may be necessary to ascertain the capabilities of the municipality for the emergency management phases of preparedness, response, and recovery, and to plan for the most efficient emergency use thereof.

(D) The Mayor is authorized to designate space in a municipal building, or elsewhere for the emergency management agency as its office.

30-3-6 FINANCING.

(A) It is the intent of the City Council and declared to be the policy of the municipality that every effort shall be made to provide funds for disaster emergencies.

(B) It is the City Council's intent that the first recourse shall be to funds regularly appropriated to the agency. If the Mayor finds that the demands placed upon these funds in coping with a particular disaster are unreasonably great, and the Governor has proclaimed the municipality a disaster, he may make application for funds from the state disaster relief fund. If monies available from the fund are insufficient, and if the Mayor finds that other sources of money to cope with the disaster are not available or are insufficient, he shall issue a call for an immediate session of the City Council for the purpose of enacting ordinances as the City Council may deem necessary to transfer and expend monies appropriated for other purposes, or borrow monies from the United States Government or other public or private sources. If less than a quorum of the members of the City Council is capable of convening in session to enact such ordinances for the transfer, expenditure or loan of such monies, the Mayor is authorized to carry out those decisions until such time as a quorum of the City Council can convene.

(C) Nothing contained in this Section shall be construed to limit the Mayor's authority to apply for, administer and expend grants, gifts, or payments in aid of disaster prevention, preparedness, response or recovery.

30-3-7 LOCAL DISASTER EMERGENCIES.

(A) A local disaster emergency may be declared only by the Mayor or City Council. If declared by the Mayor, it shall not be continued for a period in excess of **seven (7) days** except by or with the consent of the City Council. Any order or proclamation declaring, continuing or terminating a local disaster emergency shall be given prompt and general publicity, and shall be filed promptly with the municipal clerk.

(B) The effect of a declaration of a local disaster emergency is to activate any and all applicable local emergency operations plans and to authorize the furnishing of aid and assistance thereunder.

(C) During a local disaster emergency, the Mayor may suspend the provisions of any municipal ordinance prescribing procedures for the conduct of municipal business, or the orders, rules and regulations of any municipal agency, if strict compliance with the provisions of any ordinance, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency, as authorized by "**The Illinois Emergency Management Agency Act**", provided that, if the City Council meets at such time, he shall act subject to the directions and restrictions imposed by that body.

30-3-8 TESTING OF DISASTER WARNING DEVICES. The testing of disaster devices including outdoor warning sirens shall be held only on the first Tuesday of each month at **10 o'clock** in the morning.

30-3-9 **MUTUAL AID ARRANGEMENTS BETWEEN POLITICAL SUBDIVISIONS.**

The coordinator for emergency management operations may, in collaboration with other public agencies within his immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions, municipal corporations or bodies politic within this state for reciprocal disaster response and recovery in case a disaster is too great to be dealt with unassisted. The mutual aid shall not, however, be effective unless and until approved by each of such political subdivisions, municipal corporations or bodies politic as are parties thereto, in the manner provided by law, and unless and until filed with and approved in writing by the state director. Such arrangements shall be consistent with the state and local emergency management operations plan and program, and in the event of such disaster as described in **Section 30-3-3** of this Code, it shall be the duty of each local and department for emergency management operations to render assistance in accordance with the provisions of such mutual aid arrangements.

30-3-10 **COMMUNICATIONS.**

The local Emergency Management Agency shall ascertain what means exist for rapid and efficient communications in times of disaster emergencies. The agency shall consider the desirability of supplementing these communications resources or of integrating them into a comprehensive system or network. In studying the character and feasibility of any system or its several parts, the agency shall evaluate the possibility of multipurpose use thereof for general municipal and local governmental purposes. The agency shall make recommendations to the Mayor as appropriate.

30-3-11 **IMMUNITY.**

Neither the municipality, the agency or any member thereof or any person acting at their direction, engaged in any emergency management operations or disaster activities, while complying with or attempting to comply with this Code or any rule or regulations promulgated pursuant to this Code is liable for the death of or any injury to persons, or damage to property, as a result of such activity. This section does not, however, affect the right of any person to receive benefits to which he would otherwise be entitled under this act under the Worker's Compensation Act or the Worker's Occupational Diseases Act, or under any pension law, and this Section does not affect the right of any such person to receive any benefits or compensation under any Act of Congress.

30-3-12 **PROFESSIONS, TRADES AND OCCUPATIONS.**

If such disaster as is described in **Section 30-3-3** occurs in this municipality and the services of persons who are competent to practice any profession, trade or occupation are required in this municipality to cope with the disaster situation and it appears that the number of persons licensed or registered in this municipality to practice such profession, trade or occupation may be insufficient for such purpose, then any persons who are licensed elsewhere to practice any such profession, trade or occupation may, if a member of another political subdivision rendering aid in this municipality pursuant to the order of the head of that political subdivision and upon the request of the municipality, or if otherwise requested so to do by the Mayor or the coordinator of this municipality, during the time the disaster condition continues, practice such profession, trade or occupation in this municipality without being licensed or registered in this municipality.

30-3-13 **APPROPRIATIONS AND LEVY OF TAX.**

The City Council may make appropriations for emergency management operations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision. The City Council may also levy for emergency management operations a tax not to exceed **.05%** of the full, fair cash value as equalized or assessed by the Department of Revenue on all taxable property in the municipality for the current year. However, the amount collectible under such a levy shall in no event exceed **Twenty-Five Cents (\$0.25)** per capita. The annual tax shall be in addition to and in excess of the amount authorized to be levied for general corporate purposes.

30-3-14 AUTHORITY TO ACCEPT SERVICES, GIFTS, GRANTS OR LOANS.

Whenever the federal or state governments, or any agency or officer thereof, or whenever any person, firm or corporation shall offer to the municipality services, equipment, supplies, materials or funds by way of gift or grant for purposes of emergency management, the municipality, acting through the Mayor or through its City Council, may accept such offer and upon such acceptance the Mayor or the City Council may authorize any officer of the municipality to receive such services, equipment, supplies, materials or funds on behalf of the municipality.

30-3-15 ORDERS, RULES AND REGULATIONS.

(A) The Mayor shall file a copy of every rule, regulation or order and any amendment thereof made by him pursuant to the provisions of this Code in the office of the Municipal Clerk. No such rule, regulation or order, or any amendment thereof, shall be effective until **ten (10) days** after such filing; provided, however, that upon the declaration of such a disaster emergency by the Mayor as is described in **Section 30-3-7**, the provision relating to the effective date of any rule, regulation order or amendment issued pursuant to this Code and during the state of such disaster emergency, is abrogated, and said rule, regulation, order or amendment shall become effective immediately upon being filed with the Municipal Clerk, accompanied by a certificate stating the reason for the emergency.

(B) The Emergency Management Agency established pursuant to this Code, and the coordinator thereof, shall execute and enforce such orders, rules and regulations as may be made by the Governor under authority of the Illinois Emergency Management Agency Act. The local Emergency Management Agency shall have available for inspection at its office all orders, rules and regulations made by the Governor, or under this authority. The State Emergency Management Agency shall furnish such orders, rules and regulations to the agency.

30-3-16 UTILIZATION OF EXISTING AGENCY, FACILITIES AND PERSONNEL.

In carrying out the provisions of this Code, the Mayor and the coordinator of the emergency management agency are directed to utilize the services, equipment, supplies and facilities of existing departments, offices and agencies of the municipality to the maximum extent practicable, and the officers and personnel of all such departments, offices and agencies are directed, upon request, to cooperate with and extend such services and facilities to the coordinator and the emergency management agency.

30-3-17 SEVERABILITY. If any provision of this Code or the application thereof to any person or circumstances be held invalid, such invalidity shall not affect such other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Code are hereby declared to be severable.

30-3-18 NO PRIVATE LIABILITY.

(A) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or a mock or practice disaster response activity together with his successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for negligently causing loss of, or damage to, the property of such person.

(B) Any private person, firm or corporation and employees and agents of such person, firm or corporation in the performance of a contract with, and under the direction of, the municipality under the provisions of this Code, shall not be civilly liable for causing death of, or injury to, any person or damage to any property except in the event of willful misconduct.

(C) Any private person, firm or corporation, and any employee or agency of such person, firm or corporation, who renders assistance or advice at the request of the municipality, shall not

be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct. The immunities provided in Subsection (C) shall not apply to any private person, firm or corporation, or to any employee or agent of such person, firm or corporation whose act or omission caused in whole or in part such actual or impending disaster and who would otherwise be liable therefore.

30-3-19 **SUCCESSION.** In the event of the death, absence from the municipality or other disability of the Mayor preventing him from acting under this Code or for any other municipal purpose, and until the office is filled in the manner prescribed by law, the coordinator of the emergency management agency shall succeed to the duties and responsibilities of the Mayor.

30-3-20 **COMPENSATION.** The City Council, by its annual appropriations ordinance, may provide for the payment of the salary of the coordinator and such other office staff and personnel as may be expressly provided for in the ordinance. Nothing herein contained shall prohibit any member of the agency from receiving compensation from the State of Illinois Emergency Management Agency under any provisions of that agency.

30-3-21 **PERSONNEL OATH.** Each person, whether compensated or non-compensated, who is appointed to serve in any capacity in the municipal Emergency Service and Disaster Agency, shall, before entering upon his duties, take an oath, in writing, before the coordinator of the municipal Emergency Management Agency before a person authorized to administer oaths in this municipality, which oath shall be filed with the coordinator of the Emergency Management Agency, and which oath shall be substantially as follows:

"I, _____ do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I, nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time I am affiliated with the City, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence."

30-3-22 **EMERGENCY TERMINATION OR REDUCTION OF ELECTRICAL SERVICE.**
(A) **Declaration of Emergency Condition.** When in the judgment of the Mayor or City Council, as provided herein in **Section 30-3-7(A)**, a local disaster emergency requires the termination or reduction of electrical service, the Mayor or City Council shall forthwith declare in writing the existence of the emergency condition and order the termination or reduction.

30-3-23 **PENALTY.** Any person convicted of violating this Code or any order thereunder shall be punished, upon conviction, by a fine as provided by **Section 1-1-20** of this Code.

(See 20 ILCS 3305/1 et seq.)

ARTICLE IV - FIRE DEPARTMENT

DIVISION I - ADMINISTRATION

30-4-1 **DEPARTMENT ESTABLISHED.** There is hereby established a Fire Department consisting of a Fire Chief an Assistant Chief, Captain, Lieutenant and Secretary-Treasurer and volunteers who shall be appointed by the Mayor with the advice and consent of the City Council. Whenever a vacancy occurs in the number of volunteers, the remaining members shall select a new member, in accordance with the by-laws of the Nokomis Volunteer Fire Department.

30-4-2 **MEETINGS.** The regular meeting shall be held on the **second (2nd) Tuesday** each month. The time of the meeting will be at **seven-thirty o'clock (7:30)** in the evening at the Nokomis City Hall unless otherwise stated. A quorum for a meeting shall require a simple majority.

30-4-3 **ELECTION: OFFICERS.** Nominations and elections of officers shall be made at the April meeting of each year and submitted to the City Council for approval. In the event of any vacancy, replacements will be made at the next regular meeting with the approval of the City Council.

30-4-4 **DUTIES OF FIRE CHIEF.** The Fire Chief shall, upon taking office, make appointments and prescribe such duties as may be necessary and proper in the organization and effective operation of the Fire Department during that year. The Fire Chief shall have the control and supervision of the Fire Department and all fire apparatus and equipment belonging to the City, subject to the order and direction of the Mayor.

In case of fire, the Fire Chief and his Assistants, in their order of rank, shall take command at such fire and the officer highest in rank shall take command of the Fire Department and direct the management thereof for the suppression of the fire in the best manner possible; and when it may be necessary for the protection of other property to prevent the spread of the fire, the officer in command may cause buildings to be removed, torn down or destroyed in the best manner possible. In the absence of the Fire Chief and/or the assistant Fire Chief the Captain and the Lieutenant shall assume their duties.

30-4-5 **SECRETARY-TREASURER'S DUTIES.** The Secretary-Treasurer shall keep a record of all meetings of the Fire Department and the attendance of the members, a record of all fires and the attendance of the members of such fires. During the last week of March of each year, he shall file with the City Clerk a full report of such record of attendance and fires, which report shall be made under oath. He shall also keep such other records, make such reports and keep and furnish such statistics as may be required of him by law. He shall before taking office, shall execute and file with the City Clerk a sufficient bond to the City, to be approved by the Mayor and City Council, conditioned for the faithful performance of his duties under this Article. The Treasurer shall receive all moneys collected for and on behalf of the Fire Department, including the tax or license fee for foreign fire insurance companies and shall pay the same upon the order of the Fire Department for the purposes of maintenance, use and benefit of such department. Such Treasurer shall make monthly reports to the Fire Department on the condition of the funds in his hands and shall, on the **first (1st) Tuesday of December** in each year, make a sworn report and statement to the Mayor and City Council of all moneys received and disbursed by him as such Treasurer and the balance of moneys in his hands. The books, records, and accounts of such Treasurer shall be faithfully kept and shall, at all times, be open to inspection and an audit of the Mayor and City Council. He shall, at the expiration of his term of office, surrender, pay and deliver to his successor in office, all books, records, accounts and moneys in his hands as such Treasurer.

30-4-6 - 30-4-7 **RESERVED.**

DIVISION II - REGULATIONS

30-4-8 **ENFORCEMENT OF LAWS.** It shall be the function and duty of the Fire Department and every member thereof to extinguish accidental or destructive fires, to prevent the occurrence or spread of fires and to enforce all ordinances relating to the occurrence or spread of such fires.

30-4-9 **OBEYING ORDERS AT FIRE.** No fireman in attendance at a fire shall neglect or refuse to obey the orders of the officer in command at such fires.

30-4-10 **FAILURE TO FOLLOW ORDERS.** Every male person above the age of **twenty-one (21) years** who shall be present at a fire shall be subject to the orders of the officer in command at such fire and shall render all the assistance in his power, and in such manner as he may be directed, in the extinguishment of the fire and in the removal of and protection of property, and any person refusing to obey such orders shall, upon conviction, be fined as provided in **Chapter 1 -- Administration** of this Code, provided no person shall be bound to obey any such officer, unless such officer's official character shall be known or made known to such person.

30-4-11 **DUTY TO ENFORCE.** It shall be the duty of all officers of the Fire Department and all police officers of the Municipality to see that the provisions of this Code are enforced and to arrest on view any person who shall be found violating any of the provisions of this Article or who shall hinder, resist or refuse to obey any such officer in the discharge of his duty, and to that end, all such officers are hereby vested with the usual power and authority of police officers.

30-4-12 **ILLEGAL USE OF EQUIPMENT.** No person shall use any fire engine or any other apparatus belonging to the Municipality for any private purpose, other than the extinguishment of fires; nor shall any person remove the same or any part thereof from its place of deposit or, having the control thereof, shall permit such engine or other apparatus to be used for any private purpose other than the extinguishment of fires.

30-4-13 **HINDERING FIREMEN.** No person shall willfully resist, obstruct or delay any member of the Fire Department in the performance of his duty at a fire, or shall willfully or maliciously insure, break or deface any fire apparatus belonging to the City.

30-4-14 **RESIDENCE.** It shall be unlawful for any fireman to reside outside the corporate limits at the time of appointment and while serving in such position for the City.

30-4-15 **ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN).** The Mayor and the City Council be and are hereby authorized to execute an Agreement for participation in the **Illinois Public Works Mutual Aid Network (IPWMAN)**, a copy of said Agreement being attached hereto and being made a part hereof. **(Ord. No. 2054; 10-12-18) (See Addendum "C")**

30-4-16 **RESERVED.**

ARTICLE V – POLICE AGREEMENTS

30-5-1 **COALTON INTERGOVERNMENTAL POLICING AGREEMENT.** The Intergovernmental Policing Agreement between the City of Nokomis and the Village of Coalton is hereby included by reference in **Addendum “B”**. (Ord. No. 2030; 07-11-16)

ARTICLE VI – PUBLIC SAFETY EMPLOYEE BENEFITS ACT

30-6-1 **PURPOSE.** The purpose of this Article is to provide a fair and efficient method for determining the eligibility of a full-time employee for the benefits enumerated under PSEBA through an administrative process, including if necessary, an administrative hearing.

30-6-2 **DEFINITIONS.** For the purpose of this Article, the following terms will have the following meanings. These definitions are derived from the federal Public Health and Welfare Act, which enacted in 1944 and amended in 1984 to define, by inclusion or reference, the following terms.

For use in this Article, provisions containing the words “mayor,” “commissioner,” “alderman,” or “City Council” also apply to the president, trustee, council member and boards of trustees so far as the provisions are applicable to them.

(A) **Catastrophic Injury.** An injury, the direct and proximate consequences of which permanently prevent an individual from performing any gainful work.

(B) **Gainful Work.** Full- or part-time activity that actually is compensated or commonly is compensated.

(C) **Injury.** A traumatic physical wound (or a traumatized physical condition of the body) directly and proximately caused by external force (such as bullets, explosives, sharp instruments, blunt objects, or physical blows), chemicals, electricity, climatic conditions, infectious disease, radiation, virus, or bacteria, but does not include:

- (1) Any occupational disease; or
- (2) Any condition of the body caused or occasioned by stress or strain.

30-6-3 **APPLICATION PROCEDURE.** As noted by the Court in *Englum*, “while the [Act] contained *substantive* requirements for Section 10 eligibility, the [Act] contained no *procedural* requirements for determining whether a former employee met the substantive criteria.” ¶ 55. This Article and the application procedure of this Section establishes guidance on the proper procedural requirements for Public Safety Officers seeking PSEBA benefits in the City.

(A) Public Safety Officers, or family member(s) of an injured or deceased Public Safety Officer, (“Applicant”) must file a full and complete PSEBA application in writing within **thirty (30) days** of filing a pension claim with the City or within **thirty (30) days** of the date of the adoption of this Article in the event that an Applicant has filed for a PSEBA claim prior to the date of adoption of this Article, whichever is later, if the Applicant is seeking benefits under PSEBA. The City shall notify Applicant if the PSEBA application is incomplete and Applicant shall have **five (5) days** to remedy their application. Failure to timely file the full and complete application shall result in a forfeiture of the benefits under PSEBA by failure to properly submit a complete application.

(B) A complete PSEBA application includes the following:

- (1) The name of the Applicant, date of hire, detailed information regarding the incident, including information relating to how the injury was sustained in the line of duty (date, time, place, nature of injury, and

- other factual circumstances surrounding the incident giving rise to said claim);
- (2) The Applicant's firsthand knowledge explaining, to the City's satisfaction, how the injury/death directly resulted from:
 - (a) Response to fresh pursuit;
 - (b) Response to what is reasonably believed to be an emergency;
 - (c) An unlawful act perpetrated by another; or
 - (d) Participation during the investigation of a criminal act.
 - (3) A signed PSEBA medical authorization release which authorizes the collection of information related to the incident including, but not limited to, disability pension proceedings, worker's compensation records, and medical records and specifies the name and address for pertinent health care provider(s);
 - (4) A signed PSEBA general information release specifying the name and signature of the Applicant or his/her authorized representative along with legal proof of said representation and name and signature of witness authorizing the collection of information pertinent to the incident review process;
 - (5) The name(s) of witnesses to the incident;
 - (6) The name(s) of witnesses the Applicant intends to call at the PSEBA hearing;
 - (7) Information and supporting pension documentation filed with the appropriate pension board;
 - (8) Information supporting the PSEBA eligibility requirements; and
 - (9) Other sources of health insurance benefits currently enrolled in or received by the Applicant and/or family members if the Applicant is deceased.
- (C) The PSEBA application must be submitted to the City Clerk in its entirety.
- (D) The PSEBA application must be sworn and notarized to certify the truthfulness of the content of the information. A review of the application shall not occur until the application is complete.
- (E) On the date that the PSEBA application is deemed complete by the City, the completed application shall then be submitted to the City as the Preliminary Record, and a copy of the same shall be date stamped and provided to the Applicant.
- (F) Upon receipt of a complete application for PSEBA benefits, the City shall set the matter for an administrative hearing before a hearing officer to make a determination on whether to grant the Applicant PSEBA benefits based on the result of the administrative hearing.
- (G) The Applicant will be given written notice of the date for the scheduled administrative hearing to be served not less than **ten (10) days** prior to the commencement of the hearing. If the Applicant, upon receiving written notice of the administrative hearing, cannot attend said date, the Applicant must contact the hearing officer in writing within **seven (7) days** after being served. The hearing officer shall establish an alternative hearing date which is within **thirty (30) days** of the original hearing date. Failure to appear at the administrative hearing shall result in denial of PSEBA benefits.

30-6-4 ADMINISTRATIVE COMPOSITION. The administrative hearing shall be scheduled and conducted by a hearing officer whose authority and limitations are as follows:

(A) **Authority of the Hearing Officer.** The hearing officer shall have all the authorities granted to her/him under common law relative to the conduct of an administrative hearing, included the authority to:

- (1) Preside over City hearings involving PSEBA;
- (2) Administer oaths;

- (3) Hear testimony and accept evidence that is relevant to the issue of eligibility under PSEBA;
- (4) Issue subpoenas to secure attendance of witnesses and the production of relevant papers or documents upon the request of the parties or their representatives;
- (5) Rule upon objections in the admissibility of evidence;
- (6) Preserve and authenticate the record of the hearing and all exhibits in evidence introduced at the hearing; and
- (7) Issue a determination based on the evidence presented at the hearing, the determination of which shall be in writing and shall include a written finding of fact, decision and order.

(B) **Hearing Officer.** The Mayor, with the advice and consent of the City Council, is hereby authorized to appoint a person to hold the position of hearing officer for each hearing on PSEBA benefits that shall come before this City. In making said selection, the following information should be considered, at a minimum:

- (1) The individual's ability to comply with the job description as set forth herein; and
- (2) The individual must be an attorney licensed to practice law in the State of Illinois and have knowledge of an experience in employment and labor law, general civil procedure, the rules of evidence, and administrative practice.

30-6-5 ADMINISTRATIVE HEARING. The system of administrative hearings for the determination of eligibility for benefits under PSEBA shall be initiated either by the City or by the Applicant after the submission of a full and complete PSEBA application. An administrative hearing shall be held to adjudicate and determine whether the Applicant is eligible for benefits under PSEBA. If the Applicant is found eligible, the benefits shall be consistent with the Act.

(A) **Record.** The City shall ensure that all hearings are attended by a certified court reporter and a transcript of all proceedings shall be made by said certified court reporter and a copy be provided to the Applicant within **twenty-eight (28) days** of the date of the administrative hearing.

(B) **Procedures.** The City and the Applicant shall be entitled to representation by counsel at said administrative hearing and present witnesses, testimony and documents, may cross-examine opposing witnesses, and may request the issuance of subpoenas to compel the appearance of relevant witnesses or the production of relevant documents.

(C) **Evidence.** The Illinois Rules of Evidence shall apply to the extent practicable unless, by such application, the Hearing Officer determines that application of the rule would be an injustice or preclude the introduction of evidence of the type commonly relied upon by a reasonably prudent person in the conduct of her or his affairs. Such determination shall be in the sole discretion of the Hearing Officer. The Hearing Officer must state on the record her or his reason for that determination.

(D) **Final Determination.** A written determination by the hearing officer of whether the petitioning Applicant is eligible for the benefits under PSEBA shall constitute a final administrative determination for the purpose of judicial review under the common law writ of certiorari.

(E) **Burden of Proof.** At any administrative hearing, the Applicant shall have the obligation and burden of proof to establish that the Applicant is eligible and qualified to receive PSEBA benefits. The standard of proof in all hearings conducted under this Article shall be by the preponderance of the evidence.

(F) **Administrative Records.** All records pertaining to the administrative process shall be held in a separate file under the Applicant's name with the City.

30-6-6 SEVERABILITY. If any provision of this Article or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Article that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Article is severable.

(Ord. No. 2047; 02-26-18)

ADDENDUM "A"

MONTGOMERY COUNTY MUTUAL AID AGREEMENT

These Article of Agreement, made and entered into on the ____ day of _____, A. D. __, by and between all the participating municipalities that have approved and adopted in the manner as provided by law and are herein listed at the end of this agreement.

SECTION ONE - PURPOSE

The purpose of this Agreement is to provide for a program of Mutual Aid between all the Participating Municipalities whereby the Aiding Municipalities will respond to the Stricken Municipality with such equipment and manpower as has been predetermined by the Fire Chiefs of each Municipality.

SECTION TWO - DEFINITIONS

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

(A) **"MUNICIPALITY."** A City, Village or Fire Protection District having a recognized Fire Department.

(B) **"MUTUAL AID."** A definite and prearranged written agreement and plan whereby regular response and assistance is provided for in event of a request by a senior officer in a Stricken Municipality by the Aiding Municipalities in accordance with the mutual aid pact.

(C) **"PARTICIPATING MUNICIPALITIES."** A Municipality that commits itself to this Mutual Aid Agreement by adopting an Ordinance or Resolution authorizing participation in the program with other participating Municipalities for rendering and receiving Mutual Aid in the event of a fire or other disaster in accordance with the Mutual Aid Agreement.

(D) **"STRICKEN MUNICIPALITY."** The Municipality in which a fire other disaster occurs that is of such a magnitude that it cannot be adequately handled by the local Fire Department.

(E) **"AIDING MUNICIPALITY."** A Municipality furnishing fire equipment and manpower to a Stricken Municipality.

SECTION THREE - 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 to alter and amend on the advice of the Fire 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 fire or disaster 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 Senior Officer present of the Aiding Municipalities are authorized to and shall forthwith take the following action:

- (1) Immediately determine what equipment is required according to the Mutual Aid Pact;
- (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 equipment required to the Stricken Municipality in accordance with the Agreement.

(B) All of the participating Municipalities agree to waive all claims against the other party or parties for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement. General Liability Insurance, Personal Injury and Property Damage Insurance against loss or damage of equipment is the responsibility of each

participating Municipality as it applies to their own man power and equipment. All services performed under this Mutual Aid Agreement shall be rendered without reimbursement to any Municipalities.

(C) The Senior Officer present, of the Stricken Municipality, shall assume full responsibility and command for operations at the scene. He will assign Senior Officers and equipment, of the Aiding Municipalities, to positions when and where he deems necessary.

(D) The Fire Chief, Officers and personnel of all participating Municipalities are invited and encouraged to frequently visit each other's facilities for familiarization tours, and the jointly conduct training sessions and hypothetical disaster exercises.

SECTION FOUR - 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 the signing of this agreement by the Village President, Mayor or Trustees of a Fire Protection District.

SECTION FIVE - TERMINATION

Any Municipality may withdraw from the Montgomery County Mutual Aid Agreement by notifying the Fire Chiefs of the other participating Municipalities in writing. Whereupon the withdrawing Municipality will terminate participation 90 days from date of the written notice.

Name

Name

Title, Municipality

Title, Municipality

ADDENDUM "B"

**AN AGREEMENT BETWEEN
THE CITY OF NOKOMIS, ILLINOIS AND THE VILLAGE OF COALTON, ILLINOIS
RELATIVE TO POLICE PROTECTION**

THIS AGREEMENT made and entered into this 11th day of July, 2016 by and between the City of Nokomis, a Municipal Corporation, hereinafter referred to as Nokomis, and the Village of Coalton, a Municipal Corporation, hereinafter referred to as Coalton. WITNESSETH:

WHEREAS, Nokomis does maintain and provide full time police protection through a City Police Department; and

WHEREAS, Coalton is in need of continued police protection and is willing;

WHEREAS, it is the opinion and resolve of the Board of Trustees of Coalton, and the City Council of Nokomis that Nokomis can furnish protection to Coalton more efficiently and more economically than Coalton could furnish itself at the present time;

NOW, THEREFORE, it is agreed by and between the City of Nokomis and Village of Coalton as followed:

1. Nokomis shall direct its Chief of Police and all members of its Police Department to regularly patrol throughout the Village limits of Coalton, and they shall further direct said Chief of Police and members of the Police Department to enforce all State laws within said Village.
2. Nokomis shall direct its Chief of Police and members of its Police Department to enforce the ordinances of the Village of Coalton within said Village. If the Police Department makes an arrest or issues a citation for a violation of a Coalton ordinance, Coalton shall be responsible to prosecute the same through its own attorney/s.
3. Police services provided by Nokomis to Coalton shall include calls concerning animals.
4. The Chief of Police of Nokomis and the members of the department shall provide regular traffic speed checks within the Village limits of Coalton, and Coalton may request specific enforcement activities at a time and in such a manner as shall be deemed advisable by the Board of Trustees of Coalton.
5. The Officers of the Nokomis Police Department shall respond to any and all calls that may be required by Coalton.
6. The Nokomis Police Department Officers shall comply with rules and regulations set forth by the Nokomis Police Department. Coalton may make reasonable rules and regulations concerning the conduct and authority of the officers of the Nokomis Police Department with the advisement of the Coalton Board of Trustees meeting with the City of Nokomis Mayor and Chief of Police in order to approve and adopt any such rules and regulations concerning the conduct of the police officers and their duties within the Village of Coalton.
7. All fines and forfeitures for offenses within the Village of Coalton, shall go to the City of Nokomis.
8. Nokomis Police Department shall provide to Coalton, on a regular basis, an accounting of all statute and ordinance violations occurring and charged within the Village of Coalton. Further, the Chief of Police shall report to the Village of Coalton monthly, the police activity in the Village of Coalton during the preceding month.
9. All expenses and fees incurred in connection with the operation of the Nokomis Police Department and all fees, charges and expenses for insurance and bonds incidental to this agreement shall be paid by Nokomis.

10. Nokomis shall assume all liability for the operation of said Police Department and the actions of its employees and hereby agrees to defend and hold Coalton harmless from any and all actions or claims whatsoever arising out of the operation of said Police Department or actions of its employees, and shall further provide to Coalton proof of public liability insurance in effect during the term of this Agreement.
11. The City of Nokomis and the Village of Coalton shall meet on an as needed basis, but not less than **one (1)** time per year during the period of this Agreement, to discuss matters relevant to this Agreement. Either party may schedule said meeting at its option, by giving reasonable notice of date, time and place of said meeting to the other party.
12. This Agreement shall remain in full force and effect for a period of **one (1) year** from the date first entered.
13. Either participating party may withdraw from this Agreement at any time, at its option, by ordinance of its City Council or Village Board of Trustees upon **thirty (30) days'** notice to the other party and such withdrawal shall be legally effective upon service of a copy of such ordinance upon the Clerk of the party which has not so withdrawn.
14. Each party agrees to pass any resolution or ordinance necessary for this Agreement to be valid.

Dated at Nokomis, Illinois, this 11th day of July, 2016.

/s/ Terry Hill
Terry Hill, Mayor
City of Nokomis

/s/ Rick Cearlock
Rick Cearlock, President
Village of Coalton

/s/ Angela Keagy
Angela Keagy, City Clerk
City of Nokomis

/s/ Kay Cook
Kay Cook, Village Clerk
Village of Coalton

ADDENDUM "C"

**ILLINOIS PUBLIC WORKS
MUTUAL AID NETWORK AGREEMENT**

This Public Works Agreement (hereinafter "Agreement") is entered into by the City of Nokomis, Illinois which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, **5 ILCS 220/1 et seq.**, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

Section I - Purpose

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water

agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

Section II - Definitions

The following definitions will apply to the terms appearing in this Agreement.

- A. "Agency" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Aid and Assistance" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.
- C. "Authorized Representative" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.
- D. "Board of Directors" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.
- E. "Board Member" is a representative of the Association (IPWMAN) serving on the Board of Directors.
- F. "Disaster" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- G. "IPWMAN" is the acronym for the Illinois Public Work Mutual Aid Network.
- H. "Local Emergency" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.
- I. "Mutual Aid Resource List" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.
- J. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

- K. "Party" means an agency which has adopted and executed this Agreement.
- L. "Period of Assistance" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.
- M. "Responding Agency" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- N. "Requesting Agency" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

Section III - Responsibility of Parties

- A. Provision of Aid. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.
- B. Recruitment. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.
- C. Agreement for Benefit of Parties. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.
- D. Immunities. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, **745 ILCS 10/1-101 et seq.**
- E. Membership. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

Section IV - Annual Review

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

Section V - Procedures for Requesting Assistance

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

Section VI - Responding Agency's Assessment of Availability of Resources

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

Section VII - Supervision and Control

- A. Designation of Responding Agency's Supervisory Personnel. Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.
- B. Responsibilities of Responding Agency's Supervisory Personnel. The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

Section VIII - Length of Time for Aid and Assistance; Renewability; Recall

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of **twelve (12) hours**. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The **twelve (12) hour** period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

Section IX - Documentation of Cost and Reimbursement of Cost

- A. Personnel. Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e., FICA, unemployment, retirements, etc.).
- B. Responding Agency's Traveling Employees Needs. Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.
- C. Equipment. Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.
- D. Materials and Supplies. Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

- E. Reimbursement of Costs. Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than **five (5) calendar days**. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

Section X - Rights and Privileges of Responding Agency's Employees

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

Section XI - Workers' Compensation

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

Section XII - Insurance

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

Section XIII - Indemnification

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

Section XIV - Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this Section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

Section XV - Notice of Claim or Suit

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Section XVI - Amendments

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

Section XVII - Additional Parties

Additional agencies may become parties to this Agreement, provided that such agencies:

- A. Approve and execute this Agreement.
- B. Provide a fully executed copy of this Agreement to the Board of Directors.
- C. Provide the name and title of an authorized representative to the Board of Directors.
- D. Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

Section XVIII - Notices

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

Section XIX - Initial Term of Agreement; Renewal; Termination

The initial term of this Agreement shall be **one (1) year** from its effective date. Thereafter, this Agreement shall automatically renew for additional **one (1) year** terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until **ninety (90) days** after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within **ninety (90) days** of said amended agreement will signify a Party's withdrawal from the Agreement.

Section XX - Headings

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

Section XXI - Severability

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Section XXII - Effective Date

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

Section XXIII - Waiver

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

Section XXIV - Execution of Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section XXV - Prior IPWMAN Agreements

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

Section XXVI - Prohibition on Third Parties and Assignment of Rights/Duties

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this 8th day of October, 2018.

***For the Agency
City of Nokomis, Illinois***

By: /s/ Terry Hill
Terry Hill, Mayor

Attest: /s/ Angela Keagy
Angela Keagy, Clerk

APPROVED (as to form):

By: _____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20__.

By: _____
President of IPWMAN Board of Directors

Attest: _____
IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010.

(Ord. No. 2054; 10-12-18)