ILLINOIS CORONERS & MEDICAL EXAMINERS ASSOCIATION

Mutual Aid Agreement

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

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

WHEREAS, the "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; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form mutual aid alliances and pacts through the Illinois Coroners and Medical Examiners Association to provide for the coordination of planning, development of model procedures and guidelines, training, assets and resources, personnel augmentation and other necessary functions to further the provision of protection of life and property and provide for fatality management during an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Coroners and Medical Examiners Association, and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or personnel of a county coroner or medical examiner. Each coroner or medical examiner who signs a copy of this Agreement has and does express its intent to aid and assist the other participating coroners or medical examiners during an emergency by assigning some of their resources, equipment and/or personnel to the affected coroner/medical examiner as circumstances permit and in

accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency, effect prompt and efficient investigation, identification, and disposition of fatalities during such an emergency, and promote the general health and welfare of the populace by enabling other coroners and medical examiners to provide additional resources, equipment and/or personnel as needed.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

A. "Illinois Coroners and Medical Examiners Mutual Aid System" hereinafter referred to as "IC&MEMAS": A definite and prearranged plan whereby response and assistance is provided to an Affected/Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IC&MEMAS Member Units and amended from time to time;

B. "Member Unit": A unit of local government whose duties expressed by a matter of law or ordinance provide for the investigation of death occurring under violent, unusual or suspicious circumstances, and generally referred to as a coroner, medical examiner, or sheriff-coroner or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IC&MEMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of IC&MEMAS;

C. Affected/Stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency (IEMA) or through the Illinois Coroners and Medical Examiners Association under the IC&MEMAS plan,

D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an Affected/Stricken Unit:

E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Affected/Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid:

F. "Illinois Coroners and Medical Examiners Association Regions": the geographically associated Member Units of unit of which have been grouped for operational efficiency and representation of those Member Units:

G. "Training": the regular scheduled practice of emergency procedures during non-emergency drills/exercises/ and classroom education to implement the necessary joint operations of IC&MEMAS

SECTION THREE

Agreement to Effectuate the Mutual Aid Plan

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken coroner/medical examiner with such personnel, equipment, facilities, or services as is, in the opinion of the aiding coroner/medical examiner, available for deployment. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate service of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken coroner/medical examiner, to request assistance from an aiding coroner/medical examiner, he is hereby authorized to do so, under the terms of this mutual aid agreement.

The senior officer present of the aiding coroner/medical examiner is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken coroner/medical examiner.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken coroner/medical examiner.

At the emergency site, the most senior officer of the stricken coroner/medical examiner who is present shall assume full responsibility and authority for coroner/medical examiner operations at the scene. Uniform incident command and incident management structures shall be put in to place. Coroner and medical examiner personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without charge to the coroner/medical examiner rendering aid; however any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

Each participating coroner/medical examiner shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The Illinois Coroners and Medical Examiners Association, through its Executive Board and committee structure will establish and maintain an operational plan and guidelines for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

SECTION FOUR

Adoption

This mutual aid agreement shall be in full force and an in effect when approved and executed by a representative of a participating coroner or medical examiner who has the legal authority to sign and enter into this Agreement on behalf of that coroner or medical examiner office.

SECTION FIVE

Termination

Any participating coroner/medical examiner may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.

A RESOLUTION AUTHORIZING THE EXECUTION OF A MUTUAL AID AGREEMENT WITH THE ILLINOIS CORONERS AND MEDICAL EXAMINERS ASSOCIATION

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

WHEREAS, the "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; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the County Coroner wishes to prepare for potential emergencies which may require that they provide aid and assistance to other county coroner's or that the County Coroner may request aid and assistance from other county coroner's; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the county coroner's of this state by and through the Illinois Coroners and Medical Examiners Association;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of County Illinois, that the County Board Chairman and County Coroner be authorized to enter into this intergovernmental agreement that authorizes County Coroner's participation in the Illinois Coroners and Medical Examiners mutual aid agreement effective upon the approval of this resolution

Adopted this 10 day of June, 2025.

Stan Mitchell
County Board Chairman

Attest:
Cathy Jenkins (VP)
County Clerk

Agreement #25-0607

Approved by Public Safety Committee: Craig Golden (Y) N A
Date 05/21/2025 Chairman

Gary Wright (Y) N A

Joe Eakle (Y) N A

Kevin Green Y N (A)

Larry Baughn Y N (A)

Nancy O'Kane (Y) N A

SECTION 6

Signatory Page

This signatory certifies that this mutual aid agreement, for the Illinois Coroners and Medical Examiners Association (ICMEA), has been adopted and approved, if necessary, by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Vermilion County
Political Entity or Agency

Coroner/Medical Examiner/Agency Head

Steve Miller
Chairman, President or other Chief Executive Officer (if applicable)

Title

06-10-2025
Date

Date

Attest:

For Illinois Coroners & Medical Examiners Assoc.

Cathy Jenkins (VP)
Title

6/10/2025
Date

Date