



AGENDA

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: September 30, 2025 at 5:30 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Meeting Minutes July 8, 2025

C. Public Comment

D. New Business

1. Intergovernmental Agreement Among Municipalities Establishing the Major Crimes Assistance Team (MCAT)
2. 2026 Department of Fire & EMS Budget Request Highlights

E. Other Business

F. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.



**PUBLIC HEALTH AND SAFETY COMMITTEE
MEETING MINUTES
Date: July 8, 2025
Time: 6:00 PM
Location: Village Hall, Board Room
740 Hillgrove Avenue, Western Springs, IL 60558**

Present:

Chair Avakian, Member Fink, President Rudolph (via tele-conference), Deputy Village Manager Biernacki and Director Scott.

1. Call to Order

Chair Avakian called the meeting to order at 6:00 PM. A motion to open the meeting was made by Chair Avakian and seconded by Member Fink. The motion passed via roll call vote:

Ayes: Chair Avakian, Member Fink

Nays: None

2. Approval of Minutes

Chair Avakian moved to approve the minutes of the June 10, 2025, meeting. The motion was seconded by Member Fink and passed by roll call vote.

Ayes: Chair Avakian, Member Fink

Nays: None

3. Public Comment

No public comments were received.

4. New Business

a. Purchase of ZOLL X Series Advanced Monitor/Defibrillators

Director Scott presented a recommendation to approve the purchase of two cardiac monitor defibrillators from ZOLL Medical Corporation of Chelmsford, Massachusetts, for the Department of Fire & EMS, at a total cost of \$93,130.68.

He explained that the department had identified the need to replace its aging cardiac monitor/defibrillator units. In response, a specifications committee comprised of the EMS Coordinator and experienced staff paramedics was convened to evaluate top manufacturers. After a comprehensive review of equipment capabilities and departmental needs, the committee selected the ZOLL X Series Advanced monitor/defibrillator as the preferred solution, citing its alignment with the department's operational and clinical requirements.

Member Fink asked for clarification regarding the budget allocation for the equipment purchase. Director Scott responded that \$105,961.00 had been budgeted, confirming that the proposed acquisition falls within budget parameters.

President Rudolph inquired about potential training needs associated with the new equipment. Director Scott noted that while some instruction will be necessary to familiarize staff with the latest technology and enhanced diagnostic features, including telemedicine integration and advanced CPR support, the learning curve is expected to be minimal, as most paramedics are already well acquainted with ZOLL equipment. This training will not incur any additional costs.

The Deputy Village Manager noted that the proposed motion to purchase the equipment includes a waiver of the competitive bidding process. This requested exemption is based on the specialized nature of the equipment and the necessity of ensuring full compatibility with the Village's existing AED devices.

Chair Avakian proposed the motion to recommend to the Village Board the waiver of the competitive bidding process and approval of the purchase of two (2) ZOLL cardiac monitor defibrillators for the Department of Fire & EMS in the amount of \$93,130.68. The motion was seconded by Member Fink and passed unanimously by voice vote.

Ayes: Chair Avakian, Member Fink

Nays: None

5. Other Business

No additional business was discussed.

6. Adjournment

Chair Avakian moved to adjourn the meeting at 6:10 PM. The motion was seconded by Member Fink and passed unanimously by voice vote.

Ayes: Chair Avakian, Member Fink

Nays: None

Respectfully Submitted,

Fire Chief Brian R. Scott

Director of Fire and Emergency Medical Services



AGENDA ITEM SUMMARY

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: September 30, 2025

AGENDA ITEM D.1.

To: Public Health and Safety Committee

From: Ashlee Jasutis, Deputy Director of Law Enforcement Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Sean Gilhooley, Director of Law Enforcement Services, Jill Izzo, Deputy Village Clerk

RE: Intergovernmental Agreement Among Municipalities Establishing the Major Crimes Assistance Team (MCAT)

Recommendation

Consider a recommendation to approve the Intergovernmental Agreement Among Municipalities Establishing the Major Crimes Assistance Team (MCAT).

Summary

The Major Crime Assistant Team (MCAT) is a mutual aid organization geared towards assisting detectives with major investigations where more personnel are needed than typically available in a single department. The case work completed by MCAT members includes the execution of search warrants, canvasses, and surveillance, along with many other tasks. MCAT consists of 12 surrounding police agencies. MCAT detectives receive annual training in various topics related to team responsibilities, tactical operations, and firearm training. So far in 2025, MCAT has had 14 activations, 2 for Western Springs' incidents.

The intergovernmental agreement is put into place to focus on shared goals, services, and responsibilities for each participating police agency.

Financial Impact

\$2,750 annually

2025 Budget: \$2,750

Account #: 3103100-51500

Recommended Motion

I move to recommend to the Village Board the approval of an Intergovernmental Agreement Among Municipalities Establishing the Major Crimes Assistance Team (MCAT).

Strategic Plan Alignment

Mutual aid assistance, especially during large-scale incidents.

File Attachments

1. MCAT IGA - Task Force Mutual Aid and Investigative Services - clean version dated 8.11.2025(2052414.3)-rev1
2. Template Resolution re Updated MCAT Emergency Mutual Aid Agreement(2064373.1)

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE
TO DETER ORGANIZED CRIMINAL ACTIVITY
AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES**

This **INTERGOVERNMENTAL AGREEMENT** (the “Agreement”), effective upon the last dated signature below, is entered into by and between the Village of Brookfield, the City of Countryside, the Village of Forest View, the Village of Hodgkins, the Village of Indian Head Park, the Village of La Grange, the Village of La Grange Park, the Village of McCook, the Village of North Riverside, the Village of Riverside, the Village of Stickney, the Village of Western Springs and the Village of Willow Springs (collectively the “Municipalities”, “Participating Municipalities”, “Member Agencies” or “Parties”; individually “Municipality”, “Participating Municipality” or “Party”).

RECITALS:

WHEREAS, pursuant to the authority granted under the Illinois Municipal Code and in particular under Section 11-1-2.1 thereof, (65 ILCS 5/11-1-2.1) Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Illinois Constitution and authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Parties agree to enter into this Agreement relating to the joint provision of police services; and

WHEREAS, the Participating Municipalities recognize that an Emergency Mutual Aid Agreement dated _____, 20____ (“Mutual Aid Agreement”) currently exists between the Participating Municipalities, and which will be replaced by this Agreement; and

WHEREAS, to the extent any of the Participating Municipalities have not individually adopted the Mutual Aid Agreement, the adoption and approval of this Agreement shall serve to adopt mutual aid terms and conditions outlined below in this Agreement; and

WHEREAS, the Participating Municipalities recognize that organized criminal activities, particularly as defined in 740 ILCS 147/1 *et seq.* (collectively “Criminal Activity”), exist throughout the near west suburban area; and

WHEREAS, the Participating Municipalities have determined that the investigation, arrest and conviction of offenders engaged in Criminal Activity can be best achieved if the Participating Municipalities mutually obtain, exchange and maintain intelligence in a uniform manner and further provide for joint enforcement procedures concerning Criminal Activity; and

WHEREAS, the Participating Municipalities have determined that the establishment of an Intergovernmental Agreement, to form a multi-jurisdictional task force as described herein, is the most efficient method for deterring Criminal Activity; and

WHEREAS, the Participating Municipalities find that the establishment of a multi-jurisdictional task force to fight Criminal Activity will serve to promote the health, safety and welfare of the residents of the Participating Municipalities and surrounding areas; and

WHEREAS, the Participating Municipalities have determined that other law enforcement related services can be shared in order to assist the Municipalities herein.

NOW, THEREFORE, IN CONSIDERATION OF THE AFOREMENTIONED RECITALS AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTICIPATING MUNICIPALITIES AGREE AS FOLLOWS:

SECTION 1: Incorporation of Recitals. The above recitals are incorporated by reference and made a part of this Agreement.

SECTION 2: Creation and Definitions. There is established by and among the Participating Municipalities a multi-jurisdictional task force named “MAJOR CASE ASSISTANCE TEAM” (hereinafter referred to as the “MCAT” or “MCAT Major Case Unit”). In addition to defined terms set forth in this Agreement, the following definitions are used in this Agreement:

MAJOR CASE ASSISTANCE TEAM (MCAT) PURPOSE & OBJECTIVES PLAN shall mean the emergency mutual aid plan and assistance together with such amendments thereto (the “P&O Plan”), by which the Participating Municipalities provide Emergency Police Mutual Aid Assistance (as defined below) and Criminal Activity Investigation Assistance (as defined below) and respond to any Criminal Activity Information Requests (as defined below) in accordance with the terms of this Agreement. The provision of Emergency Police Mutual Aid Assistance and Criminal Activity Investigation Assistance and responding to a Criminal Activity Information Request shall collectively be referred herein to as “Assistance”. The details of the P&O Plan is set forth in Section 4 (MCAT Purpose and Objectives Plan) below.

INITIATING MUNICIPALITY shall mean any Participating Municipality which shall issue: (a) a law enforcement related emergency call for Assistance in accordance with the provisions of this Agreement, but only with respect to the emergency or circumstances directly or indirectly relating thereto, for which such call for Assistance is issued; or (b) a request to obtain, exchange and maintain intelligence to further joint enforcement procedures concerning Criminal Activity and any offender(s) suspected of engaging in or actively engaged in Criminal Activity (“Criminal Activity Information Request”).

RESPONDING MUNICIPALITY shall mean any Participating Municipality which shall respond to: (a) a law enforcement related emergency call for Assistance made by an Initiating Municipality, in accordance with the provisions of this Agreement, but only with respect to the emergency or circumstances directly or indirectly relating thereto, for which such call is issued (“Emergency Police Mutual Aid Assistance”); or (b) a Criminal Activity Information Request by providing, exchanging and maintaining intelligence or collaborating on investigations to further joint enforcement procedures concerning Criminal Activity and any offender(s) suspected of engaging in or actively engaged in Criminal Activity (“Criminal Activity Investigation Assistance”). Collectively, Emergency Police Mutual Aid Assistance and Criminal Activity Investigation Assistance are also referred to within this Agreement as “Assistance”.

RECORDKEEPING MUNICIPALITY shall mean one of the Participating Municipalities who collects and retains all of the MCAT records and signed Signature Pages (a copy of which is attached hereto as **Group Exhibit “B”** and made a part hereof) of this Agreement, and its amendments, on an annual basis, collects the certificates of insurance of the Participating Municipalities, arranges for updates to be made to the MCAT website and has its assigned Board

member serve as the Secretary (as defined below) for the MCAT. The Recordkeeping Municipality shall distribute to the Participating Municipalities signed copies of the signature pages to this Agreement and its amendments, from time to time, and, on an annual basis, distribute copies of the insurance certificates to the other Participating Municipalities for their record retention purposes. The Recordkeeping Municipality assumes no duty or special duties or liability of any kind in regard to the other Participating Municipalities for performing the above tasks. The Recordkeeping Municipality has no duty or obligation to verify any information in the certificates of insurance of the Participating Municipalities. Any Participating Municipality may volunteer to serve as the Recordkeeping Municipality and the Secretary. The Recordkeeping Municipality and at least one other Board of Directors-authorized Participating Municipality shall have administrator rights to the MCAT website.

SECTION 3: Provision of Assistance.

- A. Each Participating Municipality agrees to use its best efforts to provide immediate Assistance under the P&O Plan or to provide Assistance with personnel and resources for serious Criminal Activity which constitute a community threat to any Initiating Municipality who issues an emergency call requesting Assistance pursuant to this Agreement and the P&O Plan; provided, however, that such Assistance shall be provided ONLY upon strict compliance with the provisions of the P&O Plan and of this Agreement. Those authorized to issue an emergency call for Assistance hereunder shall be the Chiefs of Police or their designates, and the shift (watch) commanders of each Participating Municipality. As part of their participation under this Agreement, each of the Police Chiefs of the Participating Municipalities have signed the “MCAT UNIT PARTICIPANT ACCEPTANCE BY PARTICIPATING MEMBER POLICE CHIEFS” Signature Page attached hereto as **Exhibit “A”** and made a part hereof, which confirms that the operational procedures for the MCAT UNIT set forth in this Agreement above have been reviewed and approved by the Chiefs of the Participating Municipalities and that the P&O Plan and all other P&O Plan related operational procedures as set forth in this Agreement, including those set forth in Section 6 (Personnel and Equipment) and Section 7 (Operations; Chain of Command; Documentation; Mutual Aid Protocol), replace all previous procedures adopted prior to the date below by the Participating Municipalities.
- B. The Participating Municipalities shall have no obligation under this Agreement or the P&O Plan to provide any Assistance to any municipality who is not a Participating Municipality, and the Participating Municipalities shall further have no obligation to provide Assistance to an Initiating Municipality and shall not be liable for any damages on account of their failure, refusal or inability for any reason to provide Assistance to an Initiating Municipality.

SECTION 4: MCAT Plan Purpose and Objectives. The MCAT P&O Plan has the following purpose and objectives:

- A. To provide Assistance including, but not limited to, obtaining, exchanging and maintaining, in a uniform manner, intelligence concerning Criminal Activity and any offender(s) suspected of engaging in or actively engaged in Criminal Activity.
- B. To address various areas of Criminal Activity within the multi-jurisdictional area.
- C. To develop an inter-departmental task force assignment of police personnel to target areas of known Criminal Activity for effective crime detection and deterrence.

- D. To eliminate or discourage Criminal Activity in the multi-jurisdictional area.
- E. To assist an Initiating Municipality or multiple Participating Municipalities by providing Assistance and additional personnel and resources to relative to the “MCAT Components”, which consists of: Area Tactical Unit (ATAC), Criminal Investigative (CIU), Forensics Investigation Unit (FIU), Major Case Unit (MCU), Major Crash Investigation (MCRT), Unmanned Aircraft System (UAST), Incident Management Assistance (IMAT), Public Information officers(s) (PIO), Forensic Investigation and Collection (FIU) and Planned Events review (PEU), and any other future services as authorized by the Board of Directors.
- F. As part of their participation under this Agreement, the assigned personnel from each of the Participating Municipalities shall comply with the P&O Plan.
- G. To direct all assigned personnel from each of the Participating Municipalities to comply with the P&O Plan.
- H. To obtain, record, exchange and utilize intelligence information concerning Criminal Activity occurring in the various member jurisdictions.
- I. To focus enforcement efforts on locations where Criminal Activity is prevalent.
- J. To direct law enforcement efforts towards individuals known to be currently engaged in Criminal Activity.
- K. To prevent Criminal Activity through the use of intelligence information, proactive patrol tactics and public education.
- L. To assist Participating Municipalities with short-term tactical operations, as needed.
- M. To respond to Participating Municipalities when requested to assist in an active criminal investigation by providing personnel, drones, evidence collection, accident reconstruction, incident management, planning and review or provide public information officers, as well as any other additional services or components as authorized by the Board of Directors.
- N. To ensure that every Participating Municipality who provides Assistance, where two (2) or more personnel respond, shall have one (1) individual designated as IN CHARGE of that Municipality’s personnel.
- O. To ensure that the Initiating Municipality shall have a permanently designated command post site or, should the situation necessitate, Alternate Command Post Sites would be designated by the Initiating Municipality at the time the request for Assistance is made.
- P. The In-Charge Individual of the Responding Municipality shall report to the Command Post of the Initiating Municipality, and receive a duty assignment for their personnel.
- Q. The Responding Municipality shall accept the responsibility to complete the assignments as given by the Initiating Municipality.
- R. The Responding Municipality agrees to act under the supervision of, and to assist in any way requested, the supervising officer(s) of the Initiating Municipality.
- S. The Responding Municipality agrees to respond to the request for Assistance with all such equipment as has been agreed to be provided, as quickly as is practical after any such request for Assistance is made.
- T. This Assistance from all outside Participating Municipalities shall be provided upon DIRECT request from the Initiating Municipality.
- U. All operational procedures as set forth in this Agreement or authorized pursuant to this Agreement, including those set forth in Section 6 (Personnel and Equipment) and Section 7 (Operations; Chain of Command; Documentation; Mutual Aid Protocol) are included within the P&O Plan.

SECTION 5: Project Organization. MCAT shall be organized as follows:

- A. **Board of Directors.** MCAT shall be governed by a Board of Directors (“Board”) consisting of the police chiefs of the Participating Municipalities. The Board shall: (i) determine all major policies for the operation of MCAT; (ii) establish necessary rules, principles and procedures for MCAT in order to govern the conduct of the Participating Municipalities and their personnel while operating under this Agreement; (iii) appoint and remove MCAT Component Commanders (i.e., Component Commanders oversee the activities of each of the MCAT Components listed at section 4(E) above); (iv) make recommendations to the Participating Municipalities relative to the addition or removal of Member Agencies; (v) make final operational decisions; (vi) determine and approve an annual budget and annual fees and supplemental fees; (vii) enter into contracts and incur debt or obligations, in its own name, as necessary for the accomplishment of MCAT’s purpose within the amounts in the annual budget, as amended; (viii) pursue legal action to enforce its rights under any contract, debt and other obligations; (ix) make recommendations to the Participating Municipalities to modify this Agreement; and (x) appoint the Executive Board members (defined below) and appoint a Secretary and a Treasurer. The Board shall, at its initial meeting after the effective date of this Agreement and at subsequent meetings after the appointment of new Board members, appoint: (a) one (1) of its members to serve as the Chair, whose term shall run for two (2) years or until a successor is appointed; and (b) one (1) of its members to serve as the Vice-Chair, whose term shall run for two (2) years or until a successor is appointed. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon them by the Board and under this Agreement. In the absence of the Chair or in the event the Chair is unable or unavailable to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair at a meeting, the Board shall elect a Chair Pro Tem to undertake the duties of the Chair for that particular meeting. Each Participating Municipality shall designate its representative(s) to fill these positions. The Board shall meet on call but shall conduct at least one (1) meeting annually. The agenda items for the Board meetings shall be determined by the Chair with input from the other Board members and the Chair of the Executive Board. All meetings of the Board shall comply with the Open Meetings Act (5 ILCS 120/) (the “OMA”). Each Board member, or their designee, shall be entitled to cast one (1) vote on each matter coming before the Board for action. No proxy or absentee votes shall be allowed. A Board member may participate and vote during a meeting if they are eligible to attend the meeting via electronic attendance and they comply with Board approved electronic participation rules that conform to the OMA.
- B. **Executive Board.** MCAT and all police personnel assigned to MCAT shall be under the operational command of the “Executive Board,” who shall exercise complete control over personnel and overall investigations, or other operations/components connected with MCAT. The Executive Board shall be comprised of three (3) command level officers (Chief, Director, Deputy Chief, Commander, Lieutenant, or similar), each from a different Participating Municipality, and shall report directly to

the Board. The Executive Board members shall be appointed by the Board to serve for two (2) terms, each term running for two (2) years. The Executive Board shall, at its initial meeting after the effective date of this Agreement and at subsequent meetings after the appointment of new Executive Board members, appoint: (a) one (1) of its members to serve as the Chair, whose term shall run for two (2) years or until a successor is appointed; and (b) one (1) of its members to serve as the Vice-Chair, whose term shall run for two (2) years or until a successor is appointed. The Chair shall preside over all meetings of the Executive Board and shall have such powers as are conferred upon them by the Board and under this Agreement. In the absence of the Chair or in the event the Chair is unable or unavailable to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair at a meeting, the Executive Board shall elect a Chair pro-tem to undertake the duties of the Chair for that particular meeting. Each Participating Municipality shall designate its representative(s) to fill these positions. The Executive Board shall meet on call but shall conduct at least four (4) meetings annually. The agenda items for the Executive Board meetings shall be determined by the Chair with input from the other Executive Board members and the Chair of the Board. All meetings of the Executive Board shall comply with the OMA. Each Executive Board member, or their designee, shall be entitled to cast one (1) vote on each matter coming before the Executive Board for action. No proxy or absentee votes shall be allowed. A member of the Executive Board may participate and vote during a meeting if they are eligible to attend the meeting via electronic attendance and they comply with Executive Board approved electronic participation rules that conform to the OMA.

- C. **Secretary.** The Board shall appoint a Secretary from the command level officers (Chief, Director, Deputy Chief, Commander, Lieutenant, or similar) of the Participating Municipalities to serve in such role for the Board and the Executive Board. The Secretary, or their designee, shall:
- a. Prepare meeting agendas for all meetings of the Board and Executive Board based on direction from each chairperson.
 - b. Take and keep the minutes of all meetings of the Board and Executive Board.
 - c. See that all notices of meetings are duly given in accordance with applicable laws, including the OMA.
 - d. Be custodian of the records of the MCAT, arrange for updates to be made to the MCAT website, and perform all customary duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board.
 - e. Serve as one of the designated Freedom of Information Act (FOIA) Officers for the MCAT.
 - f. Perform the above duties in accordance with the OMA and the FOIA, including completing required OMA and FOIA training.

In the absence of the Secretary, or their designee, the Board or the Executive Board may appoint a Secretary Pro Tem to undertake the duties of the Secretary during the Secretary's absence.

D. Treasurer; Appointment. The Treasurer of the MCAT shall be a Board member, or a State licensed certified public accountant from an accounting / auditing firm or a State licensed certified public accountant, and shall be appointed by the Board from time to time. The Treasurer shall be the custodian of all funds received by the MCAT and shall maintain the financial records and personnel records for the MCAT. Funds shall only be invested in the same manner that the law allows for the investment of Illinois municipal funds. The Treasurer shall oversee the preparation of an investment and fiscal policy, and any updates, for the MCAT for approval by the Board. The position of Treasurer shall have no voting authority on matters regarding the MCAT; however, the Police Chief who serves as the Treasurer shall vote as a Board member. The Treasurer shall not receive any compensation for serving in that position when the Treasurer position is filled by a Board member. If the Board hires an bookkeeper, accountant or auditing firm to serve as Treasurer or auditor, the Board shall set the level of compensation to be paid for those services provided.

E. Duties. The Treasurer shall:

1. Be the custodian of all MCAT funds, including all dues, fees and other funds held in any authorized bank account(s) of the MCAT.
2. Make recommendations on financial policies and practices to the Board.
3. Act as one of the authorized signatories of all of the MCAT's bank accounts, checks and investment instruments in addition to the other two (2) authorized MCAT signatories: the Board Chair and the Board Vice-Chair.
4. Provide a bond or assurance in the amount of \$100,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board shall determine. The MCAT shall pay the bond premium or fee, unless such bond or assurance already has been procured by the Participating Municipality and covers the Board member serving as Treasurer. The liability of the Treasurer for the custody of the portions of MCAT funds that are authorized for release by the MCAT terminates upon delivery of the funds to the person or persons or entity or entities entitled to receive such funds.
5. Prepare or assist with the preparation of annual budgets, capital plan budget and financial reports.
6. Maintain required financial management system.
7. Process required financial transactions.
8. Prepare or assist with any financial matters as requested by the Board or the Executive Board.

F. Financial Reports and Warrant List. The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board

G. Business Expenses. All Board members, officers of the Board and the Executive Board members shall be reimbursed for actual, necessary and documented business expenses that are included within the MCAT annual budget and are incurred as part

of performing their MCAT duties. Reimbursement shall not include travel expenses (i.e., mileage and tolls) to and from board meetings or to and from incident calls.

- H. **Training Director.** The Training Director, a supervisory officer appointed by the Executive Board, shall be responsible for the supervision and implementation of any training conducted in connection with MCAT and shall report directly to the Executive Board. The Training Director shall be employed by one of the Participating Municipalities.

- I. **Quorum.** A majority of the members of the Board and the Executive Board shall constitute a quorum for the transaction of business at a meeting of the boards. If less than a majority of the members of the Board or the Executive Board are present at a meeting, the board members present will adjourn the meeting without further notice.

- J. **Electronic Participation In Meetings.** In accordance with the OMA, members of the Board and the Executive Board may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.
 - a. **Quorum.** The Board and the Executive Board are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the actual location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.
 - b. **Meeting Minutes.** Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.
 - c. **Electronic Attendance and Participation.** Provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board or the Executive Board may attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:
 - i. personal illness or disability; or
 - ii. employment purposes or the business of the public body; or
 - iii. family emergency or other emergency; or
 - iv. unexpected childcare obligations.

Where a Board member attends the meeting by use of a telephone conference call or other electronic means, the Chair (presiding officer) shall, immediately after the convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, the presiding officer shall not be required

to vacate the chair and may act in their capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that their voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

SECTION 6: Personnel and Equipment.

- A. Each Participating Municipality shall assign a minimum of one full-time police officer to the MCAT Major Case Unit for the term of this Agreement. Each Participating Municipality may rotate its assigned officer. All salary and other employment benefits, including but not limited to any overtime compensation or other compensatory time (e.g., special duty pay, shift differential pay, etc.) payable to the assigned officer participating in MCAT, shall be paid by the officer's employing municipality. Each Participating Municipality shall be solely responsible for any workers' compensation or other disability claim brought by its assigned officer for any injury, illness or death sustained by the officer in connection with or related to their activities or duties under the MCAT or any other police personnel assigned to perform any activities or duties under this Agreement. In addition, each Participating Municipality shall be solely responsible for any claims for injuries to persons or damage to property arising out of the acts or omissions of its participating officer under this Agreement.
- B. Each Participating Municipality shall replace (at a time agreeable by the majority of the Board) all of its contributed equipment or supplies expended or consumed by the Participating Municipality in responding to an incident.
- C. Each Participating Municipality shall be responsible for relieving, feeding, and for the billeting, as may be required by the duration of the emergency or incident, of all such personnel who have responded to the call for Assistance.

SECTION 7: Operations; Chain of Command; Documentation; Mutual Aid Protocol.

- A. Each of the police departments of the Participating Municipalities shall maintain the ability to communicate with one another continuously by means of at least one commonly used radio frequency or band.
- B. Those authorized to issue an emergency call for Assistance hereunder shall be the Chiefs of Police or their designates, and the shift (watch) commanders of each Participating Municipality.
- C. Each assigned police officer, when requested (by the respective component commander), shall report to the Initiating Municipality. Police officers furnishing Assistance under this Agreement shall have all of the powers of police officers of the Initiating Municipality and are subject to the direction of the Chief of Police or ranking Commanding Officer in Charge of the Initiating Municipality. The Executive

Board shall be responsible for determining all lines of authority and chains of command with respect to the operation of MCAT and each component.

- D. In the event of asset forfeitures, each of the Participating Municipalities who are actually involved in the incident/arrest/seizure shall share in all asset distribution awards on an equal share prorated basis.
- E. Any Responding Municipality whose police officers or other law enforcement officers and/or personnel have responded to an emergency call for Assistance under this Agreement may recall such officers or personnel under either of the following circumstances:
 - a. If such Responding Municipality issues its own emergency call for Assistance under this Agreement; or
 - b. If, in the judgment of the Commanding Officer of such Responding Municipality, there is a need to recall such officers or personnel to serve the law enforcement needs of the Responding Municipality, such officers/personnel may be recalled on reasonable notice to the ranking officer in-charge of the Initiating Municipality.

It shall be the responsibility of the Initiating Municipality to record the Participating Municipalities, their respective duties and assignments, and to collect historical data of the emergency or incident. In addition, the Initiating Municipality shall:

- 1) Provide for the servicing of the news media.
- 2) Have readily available at its headquarters a plan or locating (with alternatives) sites for a command and communications center, receiving and staging area(s) for all police, and other assisting agencies such as utility companies, ambulances, firemen and equipment, tow trucks, Red Cross, hazmat teams, etc. and all other equipment/manpower that may be called in to assist toward the successful termination of the emergency or incident.
- 3) Be solely responsible for notifying all outside agencies to be called in based upon its needs and in accordance with its own Disaster/Civil Disturbance Plan.
- 4) Be responsible for relieving, feeding, and for the billeting, as may be required by the duration of the emergency or incident, of all such personnel who have responded to the call.
- 5) Replace (at a later time) all equipment or supplies expended or consumed by the Participating Municipality in participating in the emergency or incident and providing Assistance.

SECTION 8: Annual Dues; Supplemental Fees.

- A. Each Participating Municipality agrees that it will contribute annual dues in the amount determined by the majority vote of the Board at the annual Board Meeting. Invoices for

annual dues will be mailed to each Participating Municipality and shall be paid in full no later than June 1 of that year. Failure to timely pay annual dues or supplemental fees may serve as the basis for a Participating Municipality's removal from membership of MCAT upon the concurrence of a three-fifths (3/5th) vote of the Board.

- B. Supplemental Fees. Supplemental fees may be charged to the Participating Municipalities, determined by the majority vote of the Board, to pay certain anticipated and/or unanticipated expenses, debts or liabilities of the MCAT. All Participating Municipalities shall be obligated to timely pay their supplemental fees as determined by the Board.

SECTION 9: Insurance.

Each Participating Municipality agrees that it will, at all times, maintain insurance coverage and pay all required insurance premiums when due, insuring such Participating Municipality for the obligations covered by the indemnity, defense, hold harmless and reimbursement provisions of Section 10 of this Agreement, and such insurance coverage shall have limits of liability not less than the following:

Each Participating Municipality participating under the terms of this Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment, and liability for its participation in providing Assistance pursuant to this Agreement as follows:

- Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- Law Enforcement liability coverage: \$5,000,000 per occurrence. The general aggregate shall be twice the required occurrence limit.
- Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

Each Participating Municipality shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

Any Participating Municipality that is a party to this Agreement shall have no obligation to provide or extend insurance coverage to insure the personnel of any other Participating Municipality to this Agreement or to insure the acts or omissions of personnel of any other Participating Municipality to this Agreement.

The certificates of insurance and insurance policies for the Participating Municipalities shall specifically list by name the other Participating Municipalities and designate them as "additional insureds" for coverage purposes in order to satisfy the indemnity defense, hold harmless and reimbursement obligations and provisions of Section 10 of this Agreement.

Each year by January 15, a copy of the certificate of insurance showing the premium paid in full, containing an effective date and time period that covers the current calendar year and confirming that the insurance coverage covers the matters governed by this Agreement, including the payment of the obligations covered by the indemnity, defense, hold harmless and reimbursement provisions of Section 10 of this Agreement, shall be transmitted by each of the Participating Municipalities to the Secretary. Each year by January 30 or within fifteen (15) calendar days of receipt, the Secretary shall distribute copies of the certificates of insurance to the other Participating Municipalities. For a Participating Municipality whose insurance coverage period is on a fiscal year and not on a calendar year, the Participating Municipality is required to timely provide to the Secretary with copies of the certificates of insurance that demonstrate annual insurance coverage.

In the event that any Participating Municipality shall fail to procure and maintain the insurance coverage required above, the Board shall give written notice of such failure to each of the other Participating Municipalities, and so long as such failure continues, the other Participating Municipalities shall not be obligated under this Agreement to respond to any emergency call for Assistance issued by the non-compliant Participating Municipality for failing to maintain the required insurance coverage. If a Participating Municipality continues to fail to procure and maintain the required insurance coverages, the Board shall issue a written notice advising of the noncompliance, and the non-compliant Participating Municipality shall have ten (10) calendar days from receipt of such notice to procure the mandatory insurance coverage requirements by providing proof of such insurance coverage with the annual premium paid in full to the Board. If such proof of insurance is not received within the 10-day period, the Board shall hold a meeting and make a recommendation to the Participating Municipalities for the removal of the non-compliant Participating Municipality.

In the event of any other violation of the provisions of this Agreement, the non-compliant Participating Municipality may be excluded from the benefits of this Agreement by the affirmative action of the corporate authorities of a majority of the Participating Municipalities until the violation is cured. If the violation is not cured within a time period as determined by the Board, the non-compliant Participating Municipality may be removed from this Agreement by the affirmative action of the corporate authorities of a majority of the Participating Municipalities.

SECTION 10: Indemnification; Defense.

A. Defense of MCAT

In the event that the MCAT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to some or all of the other Participating Municipalities, the Initiating Municipality shall be responsible, at its sole cost, for the legal defense of the MCAT in any such legal proceedings.

B. Indemnification of MCAT

In the event that the MCAT is named as a party to a lawsuit, claim or action as a separate entity, either individually or in addition to some or all of the other Participating Municipalities, the Initiating Municipality shall be responsible, at its sole cost, for the defense and indemnification of the MCAT and shall hold harmless, defend and indemnify each and every other Participating Municipality to this Agreement from and against any liability, damage or cost, including attorney's fees, assessed against the MCAT.

C. Mutual Defense and Indemnification

The Initiating Municipality shall, to the extent permitted by law, indemnify, hold harmless and defend any Responding Municipality, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss or damage resulting from or connected with the negligent or willful acts, errors or omissions of the Initiating Municipality in its performance under this Agreement regardless of the location where such claims arose.

A Responding Municipality shall, to the extent permitted by law, indemnify, hold harmless and defend the Initiating Municipality, or any other Responding Municipality, their official, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including reasonable attorney fees, costs, fees and expense of defense, arising from, growing out of, or related to any loss, damage, injury, death, or loss or damage resulting from or connected with the negligent or willful acts, errors or omissions of the Responding Municipality in its performance under this Agreement regardless of the location of where such claims arose.

D. Non-Indemnification of Personnel

The obligation to indemnify and hold harmless pursuant to this Section 10 shall not apply to any claim for injury or damage made by Responding Municipality personnel to the extent that such claim is based upon the negligent or intentional conduct of Initiating Municipality personnel and is not brought pursuant to the Illinois Workers' Compensation Act.

The obligation to indemnify and hold harmless pursuant to this Section 10 shall not apply to any claim for injury or damage made by Initiating Municipality personnel to the extent that such claim is based upon the negligent or intentional conduct of Responding Municipality personnel and is not brought pursuant to the Illinois Workers' Compensation Act.

E. Indemnification of Employment Benefits

The officials, officers, employees, agents, and volunteers who perform any duties for MCAT in any appointed, designated or assigned capacity as a Participating Municipality's "representative" shall not be employees of the MCAT and shall not be eligible for any kind of employment benefits from MCAT, including but not limited to unemployment, disability or pension benefits, and workers' compensation benefits, Illinois Public Employee Disability Act ("PEDA") benefits, and Illinois Public Safety Employee Benefits Act ("PSEBA") benefits.

Each Participating Municipality shall be responsible for all employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, workers' compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that pertain to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for MCAT in any appointed, designated or assigned capacity as the Participating Municipality's "representative".

The Initiating Municipality is responsible for its personnel acting under this Agreement and releases, indemnifies and holds harmless each and every other Participating Municipality hereto with regard to any claims for injury or damage made by Initiating Municipality personnel involving employment benefits provided by law or contract. Specifically, with regard to employment benefits, all employee benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment and clothing and medical expense of the Initiating Municipality shall be paid by the Initiating Municipality.

Each Responding Municipality is responsible for its personnel rendering aid under this Agreement and each Responding Municipality releases, indemnifies and holds harmless each and every other Participating Municipality hereto with regard to any claims for injury or damage made by Responding Municipality personnel involving employment benefits provided by law or contract, as if the responding personnel were acting solely within the jurisdiction of the Responding Municipality. Specifically, with regard to employment benefits, all employee

benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment and clothing and medical expense of the Responding Municipality shall be paid by Responding Municipality.

F. Indemnification by Participating Municipalities of Their Own Personnel

Each Participating Municipality shall indemnify, defend, and save harmless its own police officers and/or other law enforcement officers and/or personnel responding to the emergency call for Assistance in accordance with the provisions of Sections 1-4-5 and 1-4-6 of the Illinois Municipal Code (65 ILCS 5/1-4-5 and 5/1-4-6), as amended.

G. Non-waiver of Immunities

No Participating Municipality to this Agreement or while performing under the terms of this Agreement shall be deemed to waive any governmental immunity or defense to which the Participating Municipality would otherwise be entitled under statute or common law.

H. Notice of Claim or Lawsuit

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

I. Non-Liability for Failure to Render Aid or Withdrawal of Aid

The rendering of aid under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of a Responding Municipality prohibit response. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a Participating Municipality and its duly authorized agents and personnel, for failure or refusal to render aid under this Agreement. Nor shall there be any liability of a Participating Municipality for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION 11: Withdrawal from MCAT.

- A. Voluntary Withdrawal by Participating Municipality.** The corporate authorities of any Participating Municipality may withdraw from this Agreement and its participation in MCAT by notifying the Board of such withdrawal, in writing, and such withdrawal shall be effective thirty (30) calendar days from the date of such notice. A withdrawing Participating Municipality shall remain obligated to satisfy any obligations incurred while participation in this Agreement, including financial, insurance and indemnification obligations. Prior to its withdrawal being effective, a withdrawing Participating Municipality shall be obligated to pay all of its debts and obligations that accrued or were imposed during its participation in this Agreement, including but not limited to payment of current / outstanding dues, component dues, and any equipment replacement and/or replenishment obligations.
- B. Withdrawal for Failure to Approve Amended Agreement.** Failure to adopt any amended version of this Agreement within one hundred twenty (120) calendar days of receipt of the amended version of this Agreement will constitute a Participating Municipality's voluntary withdrawal from this Agreement. Upon written request of the

Participating Municipality, the 120-day period for approving an amended version of this Agreement may be extended by the Board, in their discretion.

C. Involuntary Withdrawal; Termination of Participating Municipality. Upon a three-fifths (3/5ths) vote of the total number of Board, a Participating Municipality's participation in the MCAT may be terminated for the following reasons:

- (1) The non-payment of any required annual dues, supplemental fees, costs and other financial obligations required by this Agreement within thirty (30) calendar days of written notice, if the non-payment is not timely resolved as provided for below.
- (2) Conduct by the Participating Municipality or any of its officers, officials employees, agents, volunteers, or representatives that violates any of the terms of this Agreement, the P&O Plan or applicable law enforcement professional standards, or other laws or governmental regulations.

D. Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Municipality an opportunity to cure the default under Subsection 11.D. below and to have its alleged default resolved pursuant to the provisions of Section 15 (Dispute Resolution) below.

E. The non-payment of any required annual dues, supplemental fees, costs and other financial obligations required by this Agreement within thirty (30) calendar days of notice by the MCAT as set forth herein, or the refusal or failure of any Participating Municipality to be bound by any obligations of the MCAT, shall constitute a default under this Agreement. The default shall be cured within the thirty (30) calendar day period following receipt of a notice of default.

F. Involuntary withdrawal shall be subject to the following conditions:

- (1) Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) of the total number of Board.
- (2) Upon withdrawal, the withdrawing Participating Municipality shall continue to be responsible for:
 - a. Its share of all MCAT related annual dues, supplemental fees, costs and other financial obligations required by this Agreement for a one (1) year period, commencing as of the date that the Board votes to terminate the membership of the Participating Municipality.
 - b. Its indemnification obligations under this Agreement.

SECTION 12: Termination and Dissolution of MCAT.

A. If the Board determines that the withdrawal of a Participating Municipality reduces the number of Participating Municipalities to less than that feasible to keep the MCAT operational, or upon the vote of two-thirds (2/3rds) of the total number of Board to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

B. Upon such decision to terminate this Agreement, and after payment of all debts, all assets and all liabilities of the MCAT, any remaining funds shall be distributed among those Participating Municipalities who were active members of the MCAT at the time of

termination or dissolution, on the same allocation formula that was used to determine the most recent annual dues (the “allocation formula”). The Participating Municipalities shall share all costs pertaining to debts and liabilities of the MCAT and any other wind down costs associated with terminating the operations of the MCAT and the dissolution of the MCAT based on the Board-approved allocation formula. Participating Municipalities shall not be allowed to withdraw from this Agreement for purposes of avoiding their portion of the payment of debts and liabilities of the MCAT and other wind down costs.

C. Upon such decision to terminate this Agreement, the Participating Municipalities, through the Board, shall cooperate to wind down the MCAT as follows:

- (1) The fixed assets of the MCAT shall be declared surplus property by the Board and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty (30) calendar day public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of all debts and liabilities and other wind down costs, shall be divided among the active Participating Municipalities at the time of dissolution based on the allocation formula.
- (2) If the debts and liabilities and other wind down costs exceed the proceeds of the sold assets, payment of the remaining debts and liabilities and other wind down costs shall be made from the collection of supplemental fees (i.e., additional monetary contributions), based on the Board-approved allocation formula, payable by all active Participating Municipalities, at the time dissolution is first considered. Participating Municipalities shall not be allowed to withdraw from this Agreement for purposes of avoiding their portion of the payment of such debts and liabilities and other wind down costs.
- (3) All public records, individual files and documentation of MCAT shall be retained and then discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Municipality which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

SECTION 13: Effective Date. This Agreement shall be effective on the date of the acknowledgement letter sent to each of the Participating Municipalities by the Board.

SECTION 14: Execution.

The corporate authorities of the Participating Municipalities to this Agreement, listed on page 1 of this Agreement, shall each approve of this Agreement and direct their Village Presidents / Mayors and Clerks to execute the Signature Page attached at the end of this Agreement (**Exhibit “B”**) to authorize their participation under this Agreement and to ratify and confirm all things done by them in pursuance of that certain mutual aid agreement entered into by them on or about December 1, 1978, and as subsequent amended. The Chiefs of Police of each of the Parties to this Agreement shall execute the “MCAT Unit Participant Acceptance” sheet attached as **Exhibit “B”** to this Agreement to acknowledge their understanding and acceptance of the terms, provisions, and obligations set forth in this Agreement. At the time of approval and execution of this Agreement by the respective corporate authorities of each Participating Municipality, each of the executed Signature Pages and MCAT Unit Participant Acceptance sheets that pertain to the Participating Municipalities shall be automatically incorporated by reference into this Agreement as if attached hereto and made a part hereof. The Participating Municipalities agree to send an executed copy of their Signature Page and MCAT

Unit Participant Acceptance sheet to the Board for purposes of creating a complete version of this Agreement, a copy of which will be distributed to all Participating Municipalities by the Board. The execution of individual Signature Pages shall not impact the validity of this Agreement as the countersigned, individual Signature Pages shall be taken collectively to create a valid and binding contract.

SECTION 15: Dispute Resolution.

If a dispute arises between any of the Parties concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue other remedies under Section 17(E) (Cumulative Rights and Remedies) below to enforce the provisions of this Agreement.

SECTION 16: Initial Term of Agreement; Renewal; Amendment; Additional Parties.

- A. The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement.
- B. Any Participating Municipality may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board. Amendments approved by at least two-thirds (66%) vote of the Board will be sent to the corporate authorities of the Participating Municipalities for consideration and action. Failure of a Participating Municipality's governing body to adopt any amended agreement within one hundred and twenty (120) calendar days of receipt of the proposed amended agreement will constitute a Participating Municipality's voluntary withdrawal from this Agreement pursuant to Section 10(A) of this Agreement.
- C. Additional municipalities may become parties to this Agreement, provided each additional municipality:
 - a. Approves and executes this Agreement.
 - b. Provides an executed copy of **Exhibit "A"** - MCAT Unit Participant Acceptance By Participating Member Police Chiefs and an executed copy of **Group Exhibit "B"** - Signature Pages For Participating Municipalities.
 - c. Provides the name and title of an authorized representative to the Board.
 - d. Pays its annual fees and any supplemental fees.
 - e. Complies with all of the other provisions of this Agreement.

SECTION 17: Miscellaneous Provisions.

- A. **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.

- B. **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.
- C. **Limitation of Liability.** No officer, agent, employee or director of MCAT shall have any authority under this Agreement to impose on or extend the contractual liability of any of the Participating Municipalities in any manner not approved by the Board.
- D. **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.
- E. **Cumulative Rights And Remedies.** The rights and remedies of the Participating Municipalities are cumulative, and election of any single remedy by any Participating Municipality will not constitute a waiver of any other remedy that such Participating Municipality may pursue under this Agreement.
- F. **Complete Defense.** It is expressly understood and agreed by the Participating Municipalities that this Agreement may be pleaded by any of the Participating Municipalities as a complete defense to, and a bar to, any and all claims or causes of action of any kind brought, maintained or conducted by any Participating Municipality or any third party in connection with or on account of any of the matters set forth in this Agreement. The Participating Municipalities agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
- G. **Assignment.** The rights or obligations of each Participating Municipality under this Agreement may not be transferred.
- H. **Severability.** If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.
- I. **Venue and Applicable Law.** All questions of interpretation, construction, enforcement and all controversies with respect to this Agreement shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Participating Municipalities agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois at the Richard J. Daley Center or the Northern District of the United States District Court, Chicago, Illinois, and the Participating Municipalities consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.
- J. **Notices.** All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if: (a) personally delivered, (b) sent by facsimile, (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the Parties to this Agreement at the current business addresses set forth below on the Signature Page or at such other addresses as may be designated by the Parties in writing. Notices personally delivered

and sent by overnight courier shall be deemed delivered on the date of receipt. Notices mailed by certified mail shall be deemed received on the date of receipt or refusal to accept delivery as evidenced by the return receipt. Notices served by facsimile machine shall also require that copies of the notice and proof of transmission be sent by regular mail on the date of transmission, and notice shall be deemed received on the actual date of receipt of the facsimile.

K. Exhibits. The following Exhibits are attached to and made a part of this Agreement:

1. **EXHIBIT “A”** - MCAT Unit Participant Acceptance By Participating Member Police Chiefs
2. **GROUP EXHIBIT “B”** - Signature Pages For Each Participating Municipality

APPROVED AND ACCEPTED: The corporate authorities of the Parties to this Agreement, listed on page 1 of this Agreement, have authorized and approved of their participation in this Agreement and have directed their Village Presidents / Mayors and Clerks to execute the Signature Page, the form of which is attached at the end of this Agreement as **Exhibit “B”**, to authorize their participation under this Agreement and to ratify and confirm all things done by them in pursuance of that certain mutual aid agreement entered into by them on or about December 1, 1978, and as subsequently amended. The original of each executed Signature Page for the Participating Municipalities shall be retained on file with their respective Clerks.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seals this _____ day of _____, 20 , as approved and authorized by the corporate authorities of each Participating Municipality.

SIGNATURE PAGES TO FOLLOW AT GROUP EXHIBIT “B”

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

EXHIBIT "A"

MCAT UNIT PARTICIPANT ACCEPTANCE
BY PARTICIPATING MEMBER POLICE CHIEFS

THE OPERATIONAL PROCEDURES FOR THE MCAT UNIT SET FORTH ABOVE HAVE BEEN REVIEWED BY THE POLICE CHIEFS OF THE MEMBER AGENCIES UNDER AUTHORITY OF THE MCAT MUTUAL AID AGREEMENT AND HAVE BEEN APPROVED AND ADOPTED AS INDICATED BY THEIR SIGNATURES AFFIXED BELOW. THE OPERATIONAL PROCEDURES REPLACE ALL PREVIOUS PROCEDURES ADOPTED PRIOR TO THE DATE BELOW BY PARTICIPATING MEMBER AGENCIES.

PROCEDURE REVIEW, APPROVED, ACCEPTED AND ADOPTED ON THIS _____
DAY OF _____ 20 ____ BY:

Michael Kuruvilla, Chief
Brookfield Police Department
8820 Brookfield Ave

Jeremy Carr, Chief
McCook Police Department
5000 Glencoe Ave

Paul Klimek, Chief
Countryside Police Department
803 Joliet Rd

Christian Ehrenburg, Chief
North Riverside Police Department
2359 Des Plaines Ave

Biane Zarate, Chief
Forest View Police Department
7000 West 46th St

Matthew Buckley, Chief
Riverside Police Department
27 Riverside Rd

Ryan Carrasquillo, Chief
Hodgkins Police Department
6015 Lenzi Ave

Jerry Chlada Jr, Chief
Stickney Police Department
6533 Pershing Rd

Matt Walsh, Chief
Indian Head Park Police Department
201 Acacia Dr

Sean Gilhooley, Chief
Western Springs Police Department
740 Hillgrove Ave

Timothy Griffin, Chief
La Grange Police Department
304 W Burlington

Tim Contois, Chief
La Grange Park Police Department
447 N Catherine Ave

Garry McCarthy, Chief
Willow Springs Police Department
8255 Willow Springs Rd

GROUP EXHIBIT “B”

To

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE
TO DETER ORGANIZED CRIMINAL ACTIVITY
AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES**

SIGNATURE PAGES FOR PARTICIPATING MUNICIPALITIES

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF BROOKFIELD

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

CITY OF COUNTRYSIDE

By: _____

Name: _____
Mayor or City President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF FOREST VIEW

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF HODGKINS

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF INDIAN HEAD PARK

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF LAGRANGE

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF LA GRANGE PARK

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF MCCOOK

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF NORTH RIVERSIDE

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

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VILLAGE OF RIVERSIDE

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF STICKNEY

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF WESTERN SPRINGS

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

GROUP EXHIBIT "B"

SIGNATURE PAGE FOR PARTICIPATING MUNICIPALITY

APPROVED AND ACCEPTED:

The corporate authorities of the below referenced Municipality authorized and approved of the Municipality's participation in the INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES and directed the Village President / Mayor and Clerk to execute this Signature Page on the date set forth below as attested to by the Clerk.

VILLAGE OF WILLOW SPRINGS

By: _____

Name: _____
Mayor or Village President

Dated: _____, 2025.

ATTEST:

Name: _____
Clerk

Dated: _____, 2025.

RESOLUTION NO. 25-___

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES

WHEREAS, the President and Board of Trustees/Mayor and City Council of the Village/City of _____ (“Village/City”) authorized participation in and approved the execution of an intergovernmental agreement entitled “Emergency Mutual Aid Agreement” (the “Original Agreement”) on the _____ day of _____, 1993, under Resolution No. _____, for the purpose of allowing the Village/City’s Department of Law Enforcement Services to participate in and receive the benefits of an intergovernmental arrangement under which the participating municipalities share police personnel, equipment and resources to respond to disasters and civil disorders and to combat serious criminal activities that constitute a community threat. The Agreement, which has been approved by the corporate authorities of each of the participating municipalities, is authorized under Section 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1), Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/); and

WHEREAS, the Agreement has been revised in 1996, 1998, 2014, 2018, 2022, and 2024 by the corporate authorities of the participating municipalities to authorize certain amendments to the Agreement that memorialized the addition and subtraction of certain participating municipalities, refined the provisions of the Original Agreement and expanded the scope of said Original Agreement to include aid in case of serious criminal activity which constitutes a community threat; and

WHEREAS, the current participating municipalities under the Agreement are as follows:

- | | |
|--------------------------------|--------------------------------|
| 1. City of Countryside | 8. Village of McCook |
| 2. Village of Brookfield | 9. Village of North Riverside |
| 3. Village of Forest View | 10. Village of Riverside |
| 4. Village of Hodgkins | 11. Village of Stickney |
| 5. Village of Indian Head Park | 12. Village of Western Springs |
| 6. Village of La Grange | 13. Village of Willow Springs |
| 7. Village of La Grange Park | |

; and

WHEREAS, a copy of the updated version of the Original Agreement is attached hereto as **Exhibit “A”** and made a part hereof (the “Agreement”); and

WHEREAS, at an open public meeting held on _____, 2025, the President and Board of Trustees/Mayor and City Council of the Village/City reviewed and discussed the Agreement and received input from the Village/City staff and provided an opportunity for public input on the matter. At its _____, 2025 meeting, the President and Board of Trustees accepted the Village/City staff’s recommendation to approve and enter into the Agreement; and

WHEREAS, in accordance with the authority set forth in Section 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1), Section 10 (Intergovernmental Cooperation) of Article VII (Local Government)

of the of the State of Illinois of 1970, and Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5), the President and Board of Trustees/Mayor and City Council of the Village/City of _____ find that it is protective of the health, welfare and safety of and in the best interests of the Village/City, its residents, property owners, local businesses and the public to authorize the approval and execution of the Agreement in order to allow the Village/City to continue to participate in and receive the benefits of the mutual aid arrangement with the other participating municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES/MAYOR AND CITY COUNCIL OF THE VILLAGE/CITY OF _____, _____ COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval and Execution of Agreement and Other Related Documents and Approval of Expenses. The President and Board of Trustees/Mayor and City Council of the Village/City of La Grange Park approve and authorize the execution of the Agreement, in substantially the version attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village/City Attorney. The President and Board of Trustees/Mayor and City Council further authorize and direct the Village/City Manager or the Village/City Finance Director, or their designees, to pay all budgeted and appropriated costs that are necessary to fulfill the Village/City's obligations under the Agreement.

SECTION 3: Compliance with the Agreement and Delivery of Signed Documents. The President and Board of Trustees/Mayor and City Council of the Village/City of La Grange Park further authorize and direct the Village/City Manager, or their designee, to take all necessary actions to comply with the Village/City's obligations under the attached Agreement.

SECTION 4: Delivery of Agreement. Upon approval of this Resolution and the Agreement, the President and Board of Trustees/Mayor and City Council of the Village/City authorize and direct that the Village/City Clerk, the Village/City Manager or the Village/City Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Agreement, to all parties that are entitled to receive such documents in order to comply with the terms of the Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES/MAYOR AND CITY COUNCIL OF THE VILLAGE/CITY OF LA GRANGE PARK, Cook County, Illinois this ___th day of _____, 2025.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

APPROVED by the Village President/Mayor on this ___th day of _____, 2025, and attested by the Village/City Clerk on the same date.

, Village President/Mayor

ATTEST:

, Village/City Clerk

APPROVED AS TO FORM BY: Village/City Attorney _____ on _____ 2025.

Exhibit "A"
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE
TO DETER ORGANIZED CRIMINAL ACTIVITY
AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES
(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, _____, Village/City Clerk of the Village/City of _____, in the County of _____ and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A MULTI-JURISDICTIONAL TASK FORCE TO DETER ORGANIZED CRIMINAL ACTIVITY AND PROVIDE EMERGENCY MUTUAL AID AND INVESTIGATIVE SERVICES

which Resolution was passed by a roll call vote of the Board of Trustees/Mayor and City Council of the Village/City of _____ at a Regular Village Board/City Council Meeting on the ____ day of _____, 2025, at which meeting a quorum was present, and approved by the President/Mayor of the Village/City of _____ on the ____ day of _____, 2025.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees/City Council of the Village/City of _____ was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees/City Council of the Village/City of _____, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village/City of _____, this ____ day of _____, 2025.

, Village/City Clerk

SEAL



AGENDA ITEM SUMMARY

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: September 30, 2025

AGENDA ITEM D.2.

To: Public Health and Safety Committee

From: Brian Scott, Director of Fire and EMS

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, John Mastandona, Director of Finance

RE: 2026 Department of Fire & EMS Budget Request Highlights

Recommendation

None at this time.

Summary

The Department of Fire and EMS has made several budget request proposals for 2026. The following items are highlights of those requests for committee consideration.

Increase in Part-Time Shift and Call Back Funding:

To maintain operational readiness and uphold our commitment to public safety, a 19% increase in funding is requested for part-time staffing and callback support (5102100-40250). Over the past fiscal year, call volumes have continued to rise, exerting sustained pressure on this budget line. Looking ahead, the onboarding of additional Paid-On-Call (POC) personnel from the 2026 Fire Academy will further increase staffing demands. This funding enhancement is essential to ensure adequate coverage, responsiveness, and continuity of service.

Purchase of Automated External Defibrillators (AED)

To ensure continued operational readiness and public safety, we recommend replacing thirteen aging Automated External Defibrillators (AEDs) currently in service in municipal facilities and vehicles throughout the Village. The locations include WSPD Fire Stations 1 and 2, as well as all fire apparatus, WSPD Patrol Vehicles, and the Village Hall.

Our current AEDs were purchased in 2016 and typically have a service life of 10 to 15 years, depending on usage, maintenance, and manufacturer support. Our units are approaching this threshold, which increases the risk of malfunction and limits access to replacement parts and software updates. Proactive replacement will help maintain compliance with emergency response standards and ensure reliability during cardiac emergencies. The total cost for this replacement initiative is not expected to exceed \$32,000 and will include updated devices with current technology and warranties.

Purchases of Structural Firefighting Personal Protective Equipment (PPE)

To support firefighter safety and ensure compliance with national standards, a budget allocation of \$30,000 is requested for the replacement of personal protective equipment (PPE). According to NFPA 1850, the standard governing structural firefighting ensembles recommends gear be retired no later than 10 years from its date of manufacture. This funding will allow the department to replace aging gear nearing the end of its service life and equip new personnel with NFPA-compliant ensembles that meet current performance and contamination-resistance standards. Investing in updated PPE is essential to safeguarding our responders across all fire and rescue incidents.

-

Leasing of Fire Department SUVs:

In accordance with the Village’s Fleet Management Policy, a 2026 budget request has been submitted to replace two aging Department staff vehicles through the Enterprise Government Fleet Lease Program. The first replacement will retire Car 1702, a 2016 Chevy Tahoe currently assigned to the Deputy Chief as a take-home response and incident command vehicle. The second will replace Car 1781, a 2015 Chevy Tahoe that serves as the front-line incident command vehicle for the daily Duty Officer.

Financial Impact

None at this time.

Recommended Motion

None.

Strategic Plan Alignment

None.

File Attachments

None