



AGENDA

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: March 3, 2026 at 6:00 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. Meeting Minutes - 02/03/2026

C. Public Comment

D. New Business

1. Resolution Approving and Authorizing an Updated Billing Services Agreement with EMS Management & Consultants (EMS/MC)
2. (Discussion Only) Fire Department Strategic Plan Update
3. Intergovernmental Agreement with the Board of Education of Lyons Township High School District 204 for reciprocal reporting, security camera access, and school resource officer.
4. (Discussion Only) Police Department Strategic Plan Update
5. (Discussion only) Community Care Program

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, please email accomodations@wsprings.com or contact Jill Izzo at 708-246-1800, extension 127.



**PUBLIC HEALTH AND SAFETY COMMITTEE
MEETING MINUTES**

Date: February 3, 2026

Time: 6:30 PM

Location: Village Hall

740 Hillgrove Avenue, Western Springs, IL 60558

Present:

Chair Avakian, Member Fink, and Director Scott.

Electronic Attendance:

None.

A. Call to Order

Chair Avakian called the meeting to order at 6:30 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

B. Approval of Minutes

Chair Avakian moved to approve the minutes of the January 7, 2026, meeting. The motion was seconded by Member Fink and passed by roll call vote.

Ayes: Chair Avakian, Member Fink

Nays: None

C. Public Comment

No public comments were received.

D. New Business

1. Joint Purchase of Fire Department Self Contained Breathing Apparatus (SCBA) from Sole-Source Provider Air One Equipment, Inc

Director Scott presented a recommendation to approve a Letter of Understanding with the Village of Western Springs Foreign Fire Insurance Board (FFIB) for the joint purchase of Self-Contained Breathing Apparatus (SCBA) units and associated components at a total project cost of \$45,150.00.

Director Scott reported that the additional SCBA units are required to support ongoing training and to replace decommissioned equipment that is no longer safe for use. Director Scott further stated that the current Western Springs Fire Academy, which runs through June, will directly benefit from the updated equipment and this

purchase will also ensure the department maintains 100% frontline capability and has adequate backup units available during inspections, repairs, or equipment downtime.

Chair Avakian made a motion for the Village Board to consider the committee's recommendation to the Village Board to approve a Letter of Understanding with the FFIB for the joint purchase of six SCBA units and associated components from the sole-source provider, Air One Equipment, Inc., in the total amount of \$45,150.00, seconded by Member Fink. Motion passed by unanimously by voice vote.

E. Other Business

No additional business was discussed.

F. Adjournment

Chair Avakian moved to adjourn the meeting at 6:36 PM. The motion was seconded by Member Fink and passed unanimously by voice vote.

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: March 3, 2026

AGENDA ITEM D.1.

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: Resolution Approving and Authorizing an Updated Billing Services Agreement with EMS Management & Consultants (EMS/MC)

Recommendation

Consider a recommendation to approve an updated agreement with EMS Management & Consultants, Inc. to provide billing services for emergency medical services between the Village and EMS Management & Consultants (EMS/MC).

Summary

The Village has worked successfully with EMS Management & Consultants (EMS/MC) for just over one year to administer all aspects of ambulance billing, including claim submission and payment collection for services provided by the Department of Fire & EMS. As part of the annual agreement renewal, Village Attorneys Michael Jurusik and Anne Skrodzki recommended several minor updates to the contract, all of which have been reviewed and accepted by EMS/MC. Our attorneys have also prepared and approved the accompanying resolution for consideration.

Financial Impact

Account 5103100-55112

Fund General Fund

2026 Budget \$18,700

Project Cost As required

Recommended Motion

I move to recommend to the Village Board approval of the Billing Services Agreement between the Village and EMS Management & Consultants (EMS/MC).

Strategic Plan Alignment

None

File Attachments

1. Unexecuted - 2026-02-10 - Village of Western Springs Contract and BAA edits accepted
2. Resolution No. 26-__ Re_ Waiver of Competitive Bidding and Approval of Vendor Contract with Air One Equipment Inc. for SCBA (BOT Appr. 2.23.26)(20803

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2026, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the VILLAGE OF WESTERN SPRINGS, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client, the Village of Western Springs, Illinois ("Village" or "Client"), is an Illinois Municipal Corporation normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing all commercially reasonable and diligent routine collection efforts consistent with industry standards to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable local, state and federal laws, ordinances and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims caused by the affirmative act or inaction of Client.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three (3) patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. EMS|MC acknowledges that Client is a unit of local government subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140/ *et seq.*). EMS|MC will cooperate fully with Client to facilitate compliance with any FOIA request. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, , determines, after issuing not less than a ten (10) business day written notice to and engaging in reasonable consultation with the Client intended to resolve the dispute, that (i) Client is frivolously utilizing EMS|MC's assistance in responding to Payer Inquiries,; or (ii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement. The payment obligations of the Client under this Agreement are conditioned on EMS|MC's performance and fulfillment of its responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all agreed amounts owed to EMS|MC under this Agreement. EMS|MC shall not condition Services or refuse to provide additional services based on an outstanding amount disputed by Client in good faith, as provided in Section 5(c) below.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

- i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
- ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for

reimbursement, which is necessary to ensure proper billing and secure claim payment;

- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall timely advise EMS|MC of any Payer Inquiries.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC and the Village mutually agree are required trainings as set forth in subsection (j) below.

j. Client shall complete EMS|MC's online training course within ninety (90) calendar days of the contract start date and all new hires will complete EMS|MC's online documentation training within ninety (90) calendar days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 5.0% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, , debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts, but excluding any payments received from or paid by the Ground Emergency Medical Transportation ("GEMT") Program or any replacement program or similar program operated by the federal government or by the State of Illinois, including any such program(s) operated by the Illinois Department of Healthcare and Family Services. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full pursuant to the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/ *et seq.*, unless disputed. Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing shall be deemed "undisputed" for all purposes of the Agreement.

d. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a mutually agreeable fee change with Client and amend this Agreement accordingly or terminate this Agreement.

e. EMS|MC may, after issuing not less than a ten (10) business day written notice to and engaging in reasonable consultation with the Client intended to resolve the dispute, cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears, except EMS|MC shall not stop providing Services in cases of a documented dispute regarding outstanding sums owed. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on March 1, 2026, and shall thereafter continue through February 28, 2027 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least sixty (60) calendar days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement or its Addendum, unless (i) the breaching party cures the breach within ten (10) business days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10 business day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail. In the event a notice of breach of this Agreement is issued under this Subsection, the parties agree to promptly engage in reasonable consultation with each other in an effort to resolve the dispute that lead to the issuance of the notice of breach.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement, subject to the above cure provision for breaches of this Agreement and the obligation that the parties engaging in reasonable consultation intended to resolve any disputes over payments due under this Agreement;
- ii. Failure of EMS|MC to perform the Services under this Agreement, subject to the above cure provision for breaches of this Agreement and the obligation that the parties engage in reasonable consultation intended to resolve any disputes under this Agreement;
- iii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iv. Harassment of any employee or contractor of a party or commitment of any act by a party which creates a hostile or offensive work environment; or
- v. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) calendar days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as

provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve (12) months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof, except for the payments excluded from the definition of Net Collections.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement; however, EMS|MC shall provide written notice to the Client of its decision to not submit a reimbursement claim within ten (10) business days of reaching such decision and then the parties agree to promptly engage in reasonable consultation and exchange available information in an effort to further substantiate or justify reimbursement, and, if additional information is provided to substantiate or justify reimbursement, EMS|MC agrees to submit the reimbursement claim. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

Commented [MJ1]: What about different fees for resident and non-resident services?

Commented [ST2R1]: Those will be included in the fee schedule - we are able to set differing schedules for resident and non-resident patients.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending one (1) year after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement.

Commented [AMS3]: I don’t know that the Village will have any feelings about this one way or another but three years post-termination feels like a very lengthy non-compete period especially in a Client agreement

Commented [ST4R3]: Changed this to 1 year

EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means any information designated as confidential before its disclosure by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), or information that is considered confidential by operation of law or regulation. Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the

requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the Services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the Services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. Reserved.

f. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even

if a party has been apprised of the possibility or likelihood of such damages occurring (the “Non-Direct Damages Waiver”).

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC’s past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the “Non-Direct Damages Waiver”).

i. Subject to the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC’s acts or omissions arising from the provision of the Services and its other obligations under the Agreement. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) calendar days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC’s express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. In any proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys’ fees, court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the

prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

k. All Claims between EMS|MC and Client shall be resolved by a Court of competent jurisdiction. For the purposes of this Agreement, venue shall be proper in Cook County, Illinois or the Northern District of Illinois.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail; and (iv) by electronic internet mail ("Email"). Email notices shall be deemed valid only to the extent that they are: (a) sent to the current email address for the recipient; and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter at the appropriate address set forth below . Such notices shall be addressed as follows:

Client:

Village of Western Springs
d/b/a: Western Springs Fire Department
740 Hillgrove Avenue

Western Springs, IL 60558

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Illinois, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) through (h), 5(a), 5(c), 7, 9 through 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Village of Western Springs

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____ 20__, by and between the Village of Western Springs, hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of

protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures

and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;
2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;
3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;
4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;
5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;
6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or
7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or
2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered

Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail, Covered Entity shall have the right to terminate this Addendum.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

EMS Management & Consultants, Inc.

By: _____

Print: _____

Title: _____

Date: _____

Covered Entity:

Village of Western Springs

By: _____

Print: _____

Title: _____

Date: _____

RESOLUTION NO. 26-_____
VOTE: Passed on an omnibus vote.
AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____
DATE: February 23, 2026.
OTHER: 2/3rds Majority Vote of Trustees
Required.

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS IN LIEU OF PURCHASE FROM A SOLE SOURCE PROVIDER AND AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT TO BE ENTERED INTO WITH AIR ONE EQUIPMENT, INC. OF SOUTH ELGIN, ILLINOIS FOR THE SUPPLY AND DELIVERY OF SCBA BREATHING APPARATUS AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS IN AN AMOUNT OF \$45,150.

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") desire to enter into a Vendor Contract for Goods, Supplies and Services (the "Contract") with Air One Equipment, Inc. of South Elgin, Illinois (the "Vendor"), for the purpose of supplying and delivering certain goods, supplies and services by the Vendor (the "Work") for the benefit of the Village consisting of SCBA breathing apparatus and accessories as set forth in the Contract, which is attached hereto as **Exhibit "1"** and made a part hereof; and

WHEREAS, the Work will be performed subject to the terms and conditions set forth in the Contract. The Village's approval of the Contract is for a goods purchase in the total amount of \$45,150 as set forth in the Vendor's Quotation dated January 5, 2026, attached as Exhibit "A" to the Contract and made a part hereof; and

WHEREAS, the Vendor desires to enter into the Contract and agrees to deliver the goods set forth in the attached Contract in exchange for payment of \$45,150; and

WHEREAS, the manufacturer MSA Fire Service of Cranberry Township, PA has provided documentation confirming that Air One Equipment, Inc. is the sole authorized MSA Fire Service Distributor in the Village's geographic region; and

WHEREAS, the Village has also received a Letter of Understanding from the Foreign Fire Insurance Board ("FFIB"), indicating that the FFIB intends to fund the purchase of the SCBA apparatus cooperatively, with 50% of the funds being reimbursed to the Village by the FFIB such that ultimately the Village will pay \$22,575 and the FFIB will pay \$22,575; and

WHEREAS, at an open, public meeting held on February 3, 2026, the Public Health and Safety Committee (the "Committee") reviewed and discussed the terms of the Contract and received input from the Village staff, and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Contract; and

WHEREAS, at open public meetings held on February 9, 2026 and February 23, 2026, the President and Board of Trustees of the Village of Western Springs reviewed and discussed the Contract, the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input. At its February 23, 2026 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and enter into the Contract; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/) and

the TIF Act, and the intergovernmental cooperation powers set forth at Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10(a) (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220), the President and Board of Trustees of the Village of Western Springs are authorized to approve the waiver of the local competitive bidding process and enter into the Contract, and further find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to enter into the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK 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 of Bid Waiver and Approval and Execution of Contract and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve the waiver of the competitive bidding process and approve and authorize the execution of the Contract, substantially in the form attached hereto as **Exhibit "1"** and made a part hereof, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and authorize and direct the Village President and Village Clerk of the Village of Western Springs, or their designees, to execute the final version of the Contract and such other documents as are necessary to fulfill the Village's obligations under the Contract.

Section 3: Approval of Financial Obligations and Other Necessary Actions. The President and Board of Trustees of the Village of Western Springs appropriate and authorize the expenditure of funds from the Village's General Fund and/or such other available Village funds to pay the Village's financial obligations under the Agreement, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Contract by the Village President and the Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of a certified copy of this Resolution and a fully executed copy of the Contract to the Vendor 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.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 23rd day of February, 2026, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "1"

**VENDOR CONTRACT
FOR GOODS, SUPPLIES AND SERVICES TO BE ENTERED INTO WITH
AIR ONE EQUIPMENT, INC OF SOUTH ELGIN, ILLINOIS THE SUPPLY AND DELIVERY OF SCBA APPARATUS
AND ACCESSORIES
(attached)**

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-_____

A RESOLUTION APPROVING THE WAIVER OF THE COMPETITIVE BIDDING PROCESS IN LIEU OF PURCHASE FROM A SOLE SOURCE PROVIDER AND AUTHORIZING THE APPROVAL AND EXECUTION OF A VENDOR CONTRACT TO BE ENTERED INTO WITH AIR ONE EQUIPMENT, INC. OF SOUTH ELGIN, ILLINOIS FOR THE SUPPLY AND DELIVERY OF SCBA BREATHING APPARATUS AND AUTHORIZING THE EXPENDITURE OF VILLAGE FUNDS IN AN AMOUNT OF \$45,150.

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 23rd day of February, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 23rd day of February, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, 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 attached 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 of Western Springs, this ___th day of February, 2026.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: March 3, 2026

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

RE: (Discussion Only) Fire Department Strategic Plan Update

Recommendation

None

Summary

This memo outlines several ongoing and upcoming Fire Department initiatives that directly support key priorities identified in the Village of Western Springs 2025–2026 Strategic Plan.

Financial Sustainability & Public Safety: Identify and Reduce Village Risk and Liability/Evaluate and Implement Options for Shared Services and Equipment

- **Joint Safety and Training Programs**

The Strategic Plan emphasizes reducing organizational risk through comprehensive training, interdepartmental coordination, and proactive safety initiatives. In support of this priority, the Fire Department has conducted multiple joint safety and training programs with neighboring fire agencies, the Police Department, and Public Works. These collaborative efforts improve operational coordination, reduce response-related risks, strengthen shared understanding of safety protocols, and reinforce IRMA-aligned risk-reduction practices. Recent activities include joint active-shooter training, trench rescue and shared use of specialized confined-space rescue equipment.

The Fire Department also remains an integral part of MABAS Division 10, which provides access to hundreds of firefighters and millions of dollars in specialized fire and rescue equipment during major emergencies at minimal cost to the Village.

Organizational Development: Advance Staff Training and Development to Support Succession Planning Strategies

The Strategic Plan identifies succession planning, staff development, and recruitment as essential to long-term organizational stability. The Fire Department's current initiatives directly advance this priority.

- **Paid On-Call Firefighter Recruitment**

Ongoing recruitment continues to expand the department’s operational depth and ensure a sustainable pipeline of trained personnel. The department currently maintains more than 55 paid-on-call members, including a Fire Academy class scheduled to graduate in June 2026. There has been a 72% increase in POC staffing since 2021, providing a stabilization of the Paid-On-Call model in Western Springs.

- **Recruitment and Hiring for the positions of Deputy Chief and Day Officer (2025)**

The addition of these individuals in key leadership roles strengthens supervisory capacity and improves incident readiness. The recruitment of DC Jon Carlson completed the Strategic Plan item “Deputy Fire Chief Recruitment” and both DC Carlson and Day Officer John Giannelli reflect the Village’s commitment to the highest professional service and to proactive staffing and succession planning strategies.

- **Expanded Duties of the Medical Reserve Corps (MRC) Volunteers**

The Strategic Plan identifies “Expanded duties of the Medical Reserve Corps Volunteers” as a next step. In alignment with this priority, the Fire Department is collaborating with the Village of La Grange and MRC leadership to transition the team into a Community Emergency Response Team (CERT) in 2026. CERT is a FEMA-supported program that trains community volunteers to assist before, during, and after emergencies, enhancing local response capacity and providing structured support to first responders when resources are stretched.

Public Safety & Community Engagement: Implement Training and Exercise Programs to Prepare for Critical Incidents

The Strategic Plan places significant emphasis on emergency preparedness, continuity planning, and interagency coordination. The Fire Department’s initiative directly advances these goals.

- **Community Engagement Events**

The department has completed several community outreach events and will continue to participate in the Safety Village Program, Coffee with the Chiefs, school visits, block parties, the Citizen Public Safety Academy, and Citizen CPR offerings. These programs strengthen trust between residents and first responders, increase public understanding of safety practices, and empower community members with practical skills that can save lives. By maintaining a visible, approachable presence and providing hands-on education, the department helps build a safer, more informed, and more resilient community.

- **Village Emergency Operations Plan (EOP) Tabletop Exercise**

Conducted in December 2025 in collaboration with District 101, this exercise focused on operational coordination, on-scene security, mass care services, public information and warning, and community resilience during and after an active shooter scenario at a local school. The training strengthened cross-departmental readiness and ensured continued alignment with regional emergency response protocols. The department will continue to review and update our Emergency Operations Plan (EOP) annually.

- **Everbridge & Resident Connect Emergency Communications**

Scheduled for implementation in 2026, this initiative supports the Strategic Plan's commitment to strengthening emergency communication systems. Everbridge will provide a reliable, multi-channel platform capable of rapidly delivering urgent messages via mobile phones, landlines, email, text, and VoIP. Resident Connection enhances this system by supplying verified residential and business contact data, enabling the Village to reach individuals who may not have opted into local alerts. Together, these tools create a "whole community" approach that increases accuracy, expands reach, and reinforces Western Springs' commitment to preparedness and rapid public warning.

- **Continuity of Government Plan (COG) – Review and Update**

Continuity of operations ensures that essential government functions remain active during and after any disruption from a natural, technological, or intentional disaster. The department will continue to review and update our COOP and COOG plans annually.

- **Recovery Plan – Review and Finalize**

We anticipate finalizing a comprehensive Recovery Plan in 2026. The plan will provide a comprehensive framework for disaster recovery. It addresses the roles and responsibilities of village departments and provides a link to government and private organizations and resources that may be activated to address disasters in Village of Western Springs. Our participation ensures that continuity and recovery planning reflects real-world emergency response needs and operational realities.

- **Reapproval of the Cook County Hazard Mitigation Plan**

This completed action item, carried out in collaboration with Municipal Services, is supported by the Fire Department's ongoing involvement in hazard mitigation planning. These efforts ensure the Village remains eligible for federal mitigation funding and aligned with regional risk-reduction strategies.

Financial Impact

None

Recommended Motion

None

Strategic Plan Alignment

- Financial Stability
- Organizational Development
- Public Safety and Community Engagement

File Attachments

None



AGENDA ITEM SUMMARY

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: March 3, 2026

AGENDA ITEM D.3.

To: Public Health and Safety Committee

From: Sean Gilhooley, Director of Law Enforcement Services, Ashlee Jasutis, Deputy Director of Law Enforcement Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Deputy Village Clerk

RE: Intergovernmental Agreement with the Board of Education of Lyons Township High School District 204 for reciprocal reporting, security camera access, and school resource officer.

Recommendation

Consider a recommendation to approve the updated Intergovernmental Agreement that has been reviewed by legal counsel from both the Village of Western Springs and the School District 204.

Summary

Staff is requesting updates to the existing intergovernmental agreement between the Western Springs Police Department and Lyons Township High School District 204 regarding the School Resource Officer (SRO) Program.

New State laws taking effect in July 2026 establish revised requirements for School Resource Officers, including clarified role definitions, enhanced training mandates, prohibition of issuing tickets or citations on school property as a disciplinary measure, updated reporting standards, and additional guidelines governing student interactions and information sharing. Our current agreement predates these statutory changes and does not reflect the updated legal framework. Revising the agreement will ensure compliance with State law, clearly define responsibilities between the Village of Western Springs Police Department and the School District, and maintain transparency in how the SRO Program operates within the school environment.

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the approval of the updated intergovernmental agreement with Board of Education of Lyons Township High School District 204 for reciprocal reporting, security camera access, and school resource officer.

Strategic Plan Alignment

Continue a collaborative relationship between the Village of Western Springs and the Board of Education of Lyons Township High School District 204.

File Attachments

- 1. WS and LTHSD 204 Law Enforcement IGA--EXHIBITS C and D ONLY--4-12-24
- 2. WS and Lyons 204 Law Enforcement IGA (2026)(without Exs C-D) FINAL 2-6-26

4-12-24

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING, DIGITAL
IMAGE ACCESS, AND SCHOOL RESOURCE OFFICER
BETWEEN
THE VILLAGE OF WESTERN SPRINGS
AND
THE BOARD OF EDUCATION OF
LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204**

EXHIBITS C AND D FOLLOW

EXHIBIT C

**PROTOCOLS FOR STORAGE OF POLICE FIREARMS
ON SCHOOL DISTRICT PROPERTY**

The School Resource Officer may keep a safe in the School Resource Officer’s office at the South Campus and store one or more firearms, including a rifle, and associated ammunition (together “firearms”) in the safe and in accordance with the following protocols:

1. The safe will be biometric with additional physical key access. Only the SRO, the Chief, and the Chief’s designee will have access to the safe.
2. The firearms will be accessible only to the School Resource Officer and any sworn and qualified officer of the Village police force.
3. The School Resource Officer may remove the firearm from the South Campus premises for maintenance, training or replacement. To minimize disruption, the firearm will be transported in a concealed manner, and removal will be conducted outside of school hours when possible.

Exhibit C

Dated:2-14-24

[Revised: _____]

Signed by:

LTHSD 204 Superintendent	Date

Western Springs Chief of Police	Date

FOIA NOTICE: The School District and Village agree that these Exhibit C protocols constitute security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(1)(v) and other applicable provisions, and the Parties agree to withhold these protocols from FOIA responses unless directed otherwise by the Attorney General or a court.

EXHIBIT D

**PROTOCOLS FOR VILLAGE ACCESS TO IMAGES
FROM SCHOOL DISTRICT DIGITAL SECURITY CAMERA**

- A Provision of Digital Camera System Software. The School District shall provide the Village Police Department with the necessary access protocols in order to enable the Village Police Department to view real time and recorded images created by the School District digital cameras on Village Police Department computers. The Village shall use reasonable and good faith efforts to enter into any required software license agreement with the vendor of the software at the Village's sole cost. This Exhibit D applies to School District cameras in and on the South Campus, the Corral, and the Athletic Center properties, and does not apply to cameras in other School District buildings or on school buses.
- B Limited Viewing. Individuals authorized to view images created by the School District digital cameras shall be limited to:
1. The Village Police Chief; and
 2. Village employees or contractors authorized by the Chief or, in the absence of the Chief, the Chief's designee
- ("collectively, "Authorized Viewers").
- C Viewing Images. Other than the display of live feeds from the South Campus cameras in a location designated by the Police Chief in the Police Station, the Village shall not permit any individual, including Authorized Viewers, to view images created by the School District digital cameras on a routine basis. Authorized Viewers shall only view real time or recorded images created by the School District digital cameras when viewing is:
- Necessary or prudent, as determined by the Village, for the Village Police Department to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School District property;
 - Necessary or prudent for training purposes, with advance notice of the date, time, and purpose to the School Principal or designee; or
 - Consented to by the School District for investigative purposes.

- D Limited Retention. The School District's digital images are automatically recorded and maintained for a limited time period. The Village shall not retain any recordings beyond the automatic maintenance period unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. The Village will provide notice to the Superintendent of such extended maintenance.

- E Freedom of Information Act. If the Village receives a Freedom of Information Act request for any School District digital images, the Village shall immediately notify the School District and work in good faith with the School District before responding to the Freedom of Information Act request.

- F School Student Records.
 - 1. The images created on the School District's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act, 105 ILCS 10/2, and Section 375.10 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.10. Such images may, however, become school student records if subsequently used by the School District in a student disciplinary matter.
 - 2. The School District shall notify the Village Police Chief of any recordings that become school student records. The Village shall, if permitted by law, erase any images that the Village has retained that have become school student records, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity.
 - 3. Any images that the Village maintains that have become school student records must be kept strictly confidential and only disclosed
 - a. With prior approval of the Superintendent of the School District or the Superintendent's designee;
 - b. In the case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.60; or
 - c. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in

4-12-24

accordance with the Illinois School Student Records Act.
105 ILCS 10/6.

- G SRO Access to Digital Camera System. The School District may provide the SRO with login access to the School District digital camera system. Due to the SRO's unique role qualifying the SRO as a "school official" for limited purposes under ISSRA and FERPA, the School District may allow the SRO to routinely access the digital camera system to view real time video and images in the system in furtherance of the SRO's role in the school. However, the SRO shall not record, download or share any images from the digital camera system except as authorized in Paragraph D above or otherwise authorized by the School District.

Exhibit D

Dated: 2-14-24

[Revised: _____]

Signed by:

LTHSD 204 Superintendent	Date

Western Springs Chief of Police	Date

FOIA NOTICE: The School District and Village agree that these Exhibit D protocols constitute security measures and response policy/procedures designed to prevent or respond to potential threats or attacks constituting a clear and present danger to the school community. As such, these protocols may be withheld from disclosure in response to a FOIA request pursuant to 5 ILCS 140/7(1)(v) and other applicable provisions, and the Parties agree to withhold these protocols from FOIA responses unless directed otherwise by the Attorney General or a court.

A.

**INTERGOVERNMENTAL AGREEMENT FOR
RECIPROCAL REPORTING, SECURITY CAMERA ACCESS, AND
SCHOOL RESOURCE OFFICER**

**BETWEEN THE VILLAGE OF WESTERN SPRINGS AND THE
BOARD OF EDUCATION OF LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204
REGARDING A SCHOOL RESOURCE OFFICER**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois (“**School District**”), and the Village of Western Springs, a municipal corporation (“**Village**”) (collectively, “**Parties**”).

WHEREAS, both Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970 (and the Intergovernmental Cooperation Act (5 ILCS 220/)) authorize and encourage intergovernmental cooperation; and

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the Parties intend that this Agreement apply to all properties operated by the School District within the boundaries of the Village, including Lyons Township High School South Campus, the Corral, and the Athletic Center; and

WHEREAS, the School District has installed a digital security camera system at the north and south campuses of the District to enhance security and safety at the high schools, and the Parties believe that if the Village Police Department were granted access to the images created by the School District’s digital security camera system, the Police Department would be better situated to assist the School District in the case of an emergency situation that endangered students, employees, or School District property; and

WHEREAS, the School District desires to have a Village police officer assigned to the District on a contract basis to serve as the School Resource Officer; the Village is willing to provide a police officer for that purpose in exchange for the payment referenced in this Agreement; and the Parties believe the School Resource Officer will facilitate a more personal relationship between law enforcement agents and students, assist in educational programs, and promote the safety and security of students, staff, and the school premises; and

WHEREAS, Section 10-20.68 of the School Code requires a memorandum of understanding between a law enforcement agency and any school district that uses a School Resource Officer, which memorandum must include provisions related to the role, duties, and training of the School Resource Officer, and further address restrictions on ticketing for municipal code violations, outline a process for law enforcement referral data collection, and provide for regular review and evaluation of the School Resource Officer program; and

WHEREAS, the School District and the Village are entering into this Agreement for the purposes of promoting safety and a positive school culture for staff, students, and families; enhancing understanding and trust between students and law enforcement; promoting school participation and completion by students; facilitating appropriate information sharing; and informing the Parties' collaborative relationship to best serve the school community;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the School District and Village agree as follows:

I. MISSION, COOPERATION, AND AUTHORITY

A. Mission Statement, Goals, and Objectives

The mission of the Agreement, and specifically the assignment of a School Resource Officer, is to support and foster the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the "**Goals and Objectives**"):

- Foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.
- Promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities.
- Establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services.
- Ensure that school personnel and School Resource Officer have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- Minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- Encourage relationship-building by the School Resource Officer such that students and community members see the School Resource Officer as a facilitator of needed supports as well as a source of protection.
- Provide requirements and guidance for training including School Resource Officer training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request School Resource Officer intervention.
- Outline processes for initiatives that involve the School Resource Officer and

school personnel, such as violence prevention and intervention and emergency management planning.

- Offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

B. General Cooperation

1. The Superintendent of the School District will provide the Village Police Chief with a list of administrators ("**School Officials**") to be contacted as needed. The list will contain regular and emergency telephone and mobile numbers (if applicable), and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The administrators identified shall be considered the "Appropriate School Officials" for purposes of § 1-7(a)(8) of the Juvenile Court Act.
2. The Village Police Chief will provide the Superintendent of the School District with the names and titles of a primary and two back up contacts ("**Police Officials**") responsible for implementing this Agreement one of whom will be the School Resource officer assigned to the High School. The officers shall provide their regular and emergency telephone numbers (if applicable).
3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.
5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

C. District Authority Over the Educational Environment

1. Collaboration between the District and the Village and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties.
2. The Village recognizes the responsibility and authority of District Officials to manage the educational environment.

3. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District Officials to manage.
4. The District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials.
5. The Parties acknowledge that, pursuant to Section 10-22.6 of the School Code, a student must not be issued a monetary fine, fee, ticket, or citation by any person: 1) as a school-based disciplinary consequence, or 2) for a municipal code violation occurring on school grounds during school hours or while taking school transportation. This restriction does not preclude requiring a student to provide restitution for lost, stolen, or damaged property, and further does not modify school disciplinary responses under Sections 10-22.6 or 10-20.14 of the School Code that existed before August 20, 2025, or responses to alleged delinquent or criminal conduct set forth in the School Code, Article V of the Juvenile Court Act of 1987, or the Criminal Code of 2012. This restriction also does not apply to violations of traffic, boating, or fish and game laws.
6. The Parties further acknowledge that, pursuant to Section 26-12 of the School Code, school personnel cannot refer a truant, chronic truant, or truant minor to a School Resource Officer or other police officer or the Village for the issuance of a fine or fee to the student for his or her truancy.
7. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the District's larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; and (c) is clear, consistent, and equitable, as further delineated in Section III.E.
8. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

II. VILLAGE ACCESS TO IMAGES FROM SCHOOL DISTRICT DIGITAL SECURITY CAMERAS

The School District and the Village agree to the security camera access protocols set forth in Exhibit D. The Exhibit D protocols may be revised pursuant to agreement between the Superintendent and Chief without the need for amendment to this Agreement. Revised protocols shall be signed by the Superintendent and Chief and attached to this Agreement as a revised Exhibit D.

III. THE SCHOOL RESOURCE OFFICER PROGRAM

A. Selection of the School Resource Officer. The Parties acknowledge that the selection of the School Resource Officer is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the School Resource Officer. The School District, through the Superintendent or designee, and the Village, through the Supervisor in charge of the Criminal Investigation Bureau ("**Supervisor**"), will work collaboratively to select the School Resource officer. The Village will provide to the School District police officers who are in good standing with the Village and with the following desired qualifications for review, all as determined by the Village:

1. Illinois Certified Police Officer;
2. Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of start of assignment); beginning January 1, 2021, the School Resource Officer must have a current certificate of completion of the Illinois Law Enforcement Training and Standards Board SCHOOL RESOURCE OFFICER course, including specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs, or ILETSB approved waiver of such training, (within 1 year of assignment) and renewal of such training or waiver as required by the ILETSB (50 ILCS 705/10.22; 105 ILCS 5/10-20.68);
3. Trained in gang resistance and alcohol/drug resistance curricula and knowledgeable about school and community resources;
4. Trained in handling an active school shooter and knowledge of school safety planning, technology, and social media/cyberbullying laws and regulations;
5. Demonstrated effective verbal, written, and interpersonal skills including public speaking;
6. Knowledge of, and experience in, matters involving cultural diversity and educational equity; and
7. Affinity for young people; calm, patient, approachable, self-directed, and collaborative; and proven experience working effectively with youth;
8. Demonstrated ability to work successfully with diverse populations, including with persons with physical and mental disabilities, and commitment to making students and community members of all backgrounds feel welcomed and respected;

9. Demonstrated commitment to de-escalation, diversion, and restorative justice, and an understanding of crime-prevention, problem-solving, and community policing in a school setting;
10. Knowledge of school-based legal issues (e.g. confidentiality and consent), and demonstrated commitment to protecting students' legal and civil rights.

The Village shall assign to the School District the police officer mutually agreed upon by the School District and the Village to act as the School Resource Officer.

- B. Criminal Background Checks. The District shall initiate criminal background checks of officers prior to assignment at the District. The Village agrees to make all potential School Resource Officer candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The School Resource Officer may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The Village shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987
- C. Relationship. The School Resource Officer shall remain an employee of the Village and will at all times abide by all personnel rules of the Village and any applicable Collective Bargaining Agreement. As an employee of the Village and not the School District, the School Resource Officer shall not be entitled to any benefits that the School District provides to its employees. The Village shall be fully responsible to the School Resource Officer for the payment of all employee compensation and benefit obligations. The Village shall maintain payroll, attendance, and performance evaluation records.
- D. Supervision.
 1. As an employee of the Village, the School Resource Officer shall be subject to the chain of command of the Police Department. When serving in the role of School Resource Officer, he/she shall coordinate and communicate with the Principal or Principal's designee regarding daily activities and work at his/her direction. The School Resource Officer shall ensure that the Principal remains aware of material interactions and information involving the his/her work, including, but not limited to, arrests and searches of students' persons and property. To ensure clear and

consistent lines of communication, the School Resource officer shall provide monthly reports on activities to the Supervisor, Superintendent, and Principal.

2. In the event the School Resource Officer fails to abide by the terms of this Agreement, follow the policies and procedures of the School District, or perform the duties outlined in Exhibit A, the Superintendent or designee shall notify the Supervisor of the specific problems. The Superintendent or his or her designee and the Supervisor will work cooperatively to resolve the problems. If the School Resource Officer fails to remedy the problems within fifteen (15) days of the date of notification or a date agreed upon by the Parties, the Superintendent or designee may request a new School Resource Officer and work cooperatively with the Supervisor to appoint a new School Resource Officer in accordance with Section III.A.

E. Scope of Duties.

1. The scope of the School Resource Officers' duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee.
2. The Principal or the Principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations. In instances of student misbehavior that do not require a law enforcement response, the Principal or the Principal's designee shall determine the appropriate disciplinary response. The Principal or the Principal's designee should prioritize school- or community-based accountability programs and services, such as peer mediation, restorative justice, and mental health resources, whenever possible.
3. The School Resource Officer shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The School Resource Officer shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior. The School Resource Officer shall read and understand the student code of conduct for both the District and the School. The School Resource Officer shall be responsible for investigating and responding to criminal misconduct.
4. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The Principal or the Principal's designee and the School Resource Officer shall use their reasoned professional judgment and discretion to determine whether School Resource Officer involvement is appropriate for addressing student misbehavior. In such instances, the guiding principle is whether

misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.

5. For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), the School Resource Officer may take reasonable measures to de-escalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the School Resource Officer when they have a reasonable fear for their safety of students or other personnel.
 6. The School Resource Officer must conduct him/herself in a professional manner and must maintain the highest level of respect and integrity within the school community. The School Resource Officer must maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school environment. The School Resource Officer shall read and understand the policies concerning student behavior and the student code of conduct for the School District.
- F. Schedule. The School Resource Officer shall be assigned to the School District beginning the day teachers return to work in the fall and ending on the last day of student attendance in the spring, as detailed on the School District calendar. The exact hours that the School Resource Officer shall serve each day at the high school shall be determined jointly by the Superintendent or designee and Supervisor. The hours of service shall commence prior to the start of the first class period and end after the last class period on each school day, unless: (i) the School District informs the Village that the School Resource Officer is not needed during those times; (ii) as directed by the Village in an emergency; (iii) the School Resource Officer has training, provided that the times of absence are preapproved by the School District, which approval may not be unreasonably withheld; or (iv) as otherwise agreed to by the School District and Village.

If the School Resource Officer is not able to report to duty at the South Campus on a given day, the Village will make best efforts to have an officer check in with the Principal's Office, walk through the building, and drive through the parking lot. Both parties agree that, in the event the School Resource Officer is out on family or medical leave or otherwise will have an extended absence for any reason, the Village will assess availability and, if requested by the District, will use reasonable efforts to provide an interim School Resource Officer until the assigned School Resource Officer can return or be permanently replaced, provided that the provision of an interim School Resource Officer does not interfere with police operations or put additional strain on the Village's staffing levels. Further, both parties agree that, in such circumstances, the parties will coordinate and discuss

additional options for ensuring School Resource Officer services are provided, to the extent possible, until the assigned School Resource Officer can return from leave. If possible, the interim officer will have School Resource Officer or juvenile officer training and experience. The District will reduce the scope of the School Resource Officer duties for interim officers to focus primarily on safety and security issues as appropriate given the experience of the officer and length of interim service. The Parties may agree to increase the consistency or level of support to be provided by the Village during absences of the School Resource Officer, such as by designating or providing additional officers, and will amend this Agreement pursuant to Section IV.G to effectuate such agreement as appropriate. However, notwithstanding the foregoing, the School District may determine that providing an interim officer would cause disruption or would otherwise not be necessary and may decline the provision of an interim officer.

G. Evaluation of the School Resource Officer and the Program.

1. The School Resource Officer is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the School Resource Officer, with a collaborative performance appraisal process involving the Village and District officials. This performance evaluation is separate from the evaluation of the officer by the Village Police Department. Interim performance assessments may be conducted as needed or required. The review shall consider the School Resource Officer's efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess (i) the extent of the School Resource Officer's positive interactions with students, parents/guardians, and staff; (ii) the School Resource Officer's participation in collaborative approaches to problem-solving, prevention, and de-escalation; and (iii) contributions to achieving the mission purpose, goals, and objectives of this Agreement. Unsatisfactory job performance will be the subject of immediate review and problem-solving among the Supervisor and Superintendent, which may include appointing a new School Resource Officer in accordance with Section III.A.
2. In the spring of every odd-numbered year commencing in 2027, the School District will seek community and stakeholder input on the Program, which will be obtained in the manner determined by the School District and may be accomplished through a committee. The Superintendent or designee and Supervisor then will meet to evaluate the Program with respect to goals previously set, considering any community and stakeholder input in accordance with 105 ILCS 5/10-20.68, and set goals for the next two-year Program cycle (and may revise Exhibit A to address the goals), and establish methods to monitor progress. The biennial discussion of the overall relationship of the Parties pursuant to Section IV.E also may be conducted at this meeting.

H. Cost.

1. Amount. The School District shall pay to the Village sixty-five percent (65%) of the total salary and costs for all benefits paid by the Village to or for the School Resource Officer and incurred by the Village as a result of employing the School Resource Officer, including, without limitation, healthcare and pension benefits, costs for any overtime duty that is the direct result of the School Resource Officer services rendered to the School District or any other costs for the School Resource Officer while the School Resource Officer may be out on medical or other type of approved or required leave. The School District acknowledges that the total wages and benefits paid to the School Resource Officers will be determined by the Village and subject to an annual cost-of-living adjustment and other increases in each calendar year, in an amount to be determined by the Village. The Village will provide advance notice to the School District of any known annual increases in costs under this paragraph.
2. Training Costs. The School District will pay the costs of training provided to the SRO by the School District. All costs of training required by law or by the Village shall be paid by the Village.
3. Overtime Costs. In the event that the School District requests the School Resource Officer to provide services before the start of the first class period, after the last class period, or on weekends or other days that are not part of the normal scheduled school hours and the total hours of SRO service exceed forty (40) hours in a week, the School District shall reimburse the Village for sixty-five percent (65%) of all overtime expenses incurred by the Village to pay the School Resource Officer.
4. Invoices. The Village shall issue to the School District monthly (12) invoices for the salary and benefits earned by the School Resource Officer, and the School District agrees to pay each invoice in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. Grants. Upon request of the Village, the School District shall work cooperatively with the Village to pursue any grant funding that may be available to mitigate the costs of providing a School Resource Officer to the School District pursuant to this Agreement.

I. Training.

1. In accordance with Section 10-20.68 of the Illinois School Code, the Village shall provide the District with a current certificate of completion of the Illinois Law Enforcement Training and Standards Board School Resource Officer course or ILETSB approved waiver within one year of the School Resource officer's assignment.

2. The School Resource Officer shall attend specified training on topics the District deems important, as specified in Exhibit B, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee. Where practicable, the District shall also encourage school administrators working with the School Resource officer to undergo training with the School Resource Officer to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.

J. Reciprocal Reporting.

1. The Village and the School District shall share information regarding student criminal and civil offenses as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Reciprocal Reporting Agreement between the School District and the Village.
2. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a minor enrolled in one of the School District's schools who is the subject of an ongoing investigation directly related to school safety or who has been taken into custody or arrested when police officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy. Except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a student enrolled in one of the School District's schools who is not a minor.
3. Reporting of Law Enforcement Detentions of Students. As required by Section 22-20 of the Illinois *School Code*, Police Officials shall report to the School District's Principal or designee whenever a student is detained for proceedings under the *Juvenile Court Act* or for any criminal offense or any violation of a municipal or County ordinance. The report shall

include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.

K. Student Records.

1. For purposes of the *Illinois School Student Records Act*, 105 ILCS 10/, and the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of the School District. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential except if disclosure is required by law. The School Resource Officer shall disclose student records only in circumstances and in a manner authorized by State and federal law.
2. Consistent with Section 10/2(d) of the *Illinois School Student Records Act*, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

L. Detainment and Questioning of Students on School Grounds. Before detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, a law enforcement officer or school resource officer must comply with Section 22-88 of the *School Code*, including, as applicable, the processes for notification to parent or guardian, and reasonable efforts to ensure the presence of parent/guardian or specified school staff as well as a law enforcement officer trained in interaction and communication with youth. 105-ILCS 5/22-88. School Officials will cooperate with the SRO or other law enforcement officer's actions to comply with these requirements.

M. Use of Body Worn Cameras By Western Springs Police Officers on School District Property.

1. *Law, Cooperation and Authority.* The Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10-1 et seq.) was recently enacted into law enabling police officers to utilize body worn cameras ("BWC") in certain situations. The Village and School District recognize both the merit and potential problems that may arise from a School Resource Officer's use of a BWC while on School District property.

The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this section of the Agreement (Section III.M). The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with these terms.

2. *Body Worn Camera General Usage.* During the school day, the School Resource Officer shall not activate his/her body worn camera except in the following situations:
 - a. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
 - b. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
 - c. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed; and
 - d. As otherwise required by state law.
3. *Body Worn Cameras in Interviews.* When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the School Resource Officer has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the School Resource Officer, unless impractical or impossible, must indicate on the recording the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.
4. *Prohibited Uses of Body Worn Cameras.* The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances.

The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:

- a. Conversations with students and staff that are unrelated to the investigation of a crime;
 - b. Meetings with school administrators, counselors, deans and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;
 - c. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
 - d. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.
5. *Notice to School District of Recording.* The School Resource Officer will notify the Superintendent or their designee of any recording made in the course of his/her duties as School Resource Officer. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, Western Springs Police Department will provide the School District copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. Western Springs Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. Western Springs Police Department will notify the School District point of contact prior to releasing pursuant to FOIA a body-worn camera video filmed on South Campus, the Corral, or Athletic Center premises containing images of a student(s) or School District employee.
6. *Limited to School Resource Officer.* The provisions in this section of the Agreement shall only apply to the School Resource Officer or an officer acting in the capacity of the School Resource Officer while conducting duties as the School Resource Officer; it shall not apply to other law enforcement officers from Western Springs Police Department or any other law enforcement agency.
- N. Integrating the School Resource Officer into the School. The Parties acknowledge that proper integration of the School Resource Officer can help build trust, relationships, and strong communication among the School

Resource Officer, students, parents/guardians, and school personnel.

1. *School Community.* The District shall be responsible for ensuring that the School Resource Officer is introduced to the school community, including students, parents/guardians, and staff. The introduction shall include information about the School Resource Officer's background and experience, the School Resource Officer's role and responsibilities, what situations are appropriate for School Resource Officer involvement, and how the School Resource Officer and the school community can work together, including how and when the School Resource Officer is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the School Resource Officer's work. The introduction for parents/guardians shall include information on procedures for communicating with the School Resource Officer in languages other than English. The School Resource Officer shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.
2. *Meeting with School Staff.* The School Resource Officer shall regularly be invited to and attend staff meetings and assemblies. The School Resource Officer's supervisor shall also meet monthly with designated school staff to monitor the program. School Resource Officer shall be invited to participate in educational and instructional activities and training, such as instruction on topics relevant to criminal justice, racial profiling, equity, cultural responsiveness, and public safety issues.
3. *Integration with individual students.* The School Resource Officer may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents/guardians of such students of the opportunity to offer the School Resource Officer access to the portions of the IEP or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents/guardians to decide whether to permit the School Resource Officer to review such documents. If a parent/guardian provides such permission, the School Resource Officer shall review the documents and the school shall make available a staff member who can assist the School Resource Officer in understanding such documents.
4. *Emergency Management Planning and Crisis Response.* The School Resource Officer shall participate in any District and school-based emergency management planning, including, but not limited to, the annual review of the school's emergency and crisis response plan and its procedures for law enforcement to rapidly enter school buildings in the event of an emergency. School Safety Drill Act, 105 ILCS 128/25, 50. The School Resource Officer shall also participate in the work of any school

threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act (“FERPA”) and Illinois School Student Records Act (“ISSRA”). 20 U.S.C. § 1232g; 105 ILCS 10/ *et seq.* (see Section III.K)

- O. Complaint Resolution Process. The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the School Resource Officer or the Program. The system shall comply with Village policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the School Resource Officer consistent with the School Resource Officer’s due process rights and any applicable employment protections.
- P. Security Protocols. The School District and the Village agree to the security protocols set forth in Exhibit C. The Exhibit C protocols may be revised pursuant to agreement between the Superintendent and Chief without the need for amendment to this Agreement. Revised protocols shall be signed by the Superintendent and Chief and attached to this Agreement as a revised Exhibit C.

IV. OTHER TERMS AND CONDITIONS

- A. Complete Agreement. As of the commencement of the term of this Agreement pursuant to Section IV.E below, this Agreement shall replace and supersede any prior versions of this Agreement signed between the Parties and shall set forth all the covenants, conditions, and promises between the Parties. As of that date, there will be no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.
- B. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- C. Indemnification.
 - 1. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their

individual and official capacities (the **“Village Indemnified Parties”**) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the “School Indemnitors”), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

2. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the **“School Indemnified Parties”**) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village (the **“Village Indemnitors”**), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Village Indemnitors.
 3. Nothing contained in Section IV.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.
 4. For the purposes of this Agreement, any injury incurred by the SCHOOL RESOURCE OFFICER for which that School Resource Officer would be entitled to benefits under the worker’s compensation statutes of this State shall be the obligation of the Village, and the School Resource Officer shall, at all times, be considered, for worker’s compensation purposes, to be an employee of the Village. Each party shall bear its own costs for workers’ compensation and employee benefits, unless otherwise noted in this Agreement.
- D. Insurance Requirements. During the term of this Agreement, each party agrees to have the other party and their respective affiliates (i.e., appointed and elected officials, officers, board members, employees, and agents) expressly named as additional insureds on a primary and non-contributory basis on its Liability coverages required below with the exception of Workers’ Compensation as relates to services performed under this agreement. Each party shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:
1. Comprehensive General Liability - \$1,000,000 per occurrence and

- 2. \$2,000,000 general aggregate.
- 2. Law Enforcement Liability (or similar coverage) - \$1,000,000 per occurrence and \$2,000,000 general aggregate (*required for the Village only*).
- 3.
- 4. Umbrella / Excess coverage - \$5,000,000 per occurrence and \$5,000,000 general aggregate.
- 5. Workers' Compensation – Statutory.

Upon written request, each party agrees to furnish to the other party certificates of insurance evidencing the coverages required above. The General Liability and Umbrella or Excess Liability insurance shall include Sexual Misconduct coverage. The Umbrella or Excess Liability policy shall follow form of coverage of the General Liability and Law Enforcement Liability policies. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service.

In the event of the cancellation of any insurance policy required herein, or upon either party's failure to procure said insurance, either party shall have the right to immediately terminate this Agreement.

- E. Term and Renewal. The term of this Agreement shall commence on July 1, 2026, and shall be in full force and effect for a period of one year thereafter. This Agreement shall automatically renew for successive one-year periods of July 1 to June 30 unless terminated as provided below. In the spring of every odd-numbered year commencing in 2027, the Parties shall meet and discuss their relationship under this Agreement.
- F. Termination. Either party may terminate this Agreement during the term of this agreement by giving thirty (30) days' prior written notice of such termination, except that sixty (60) days' written notice of termination shall be required for termination of the Section III School Resource Officer Program. In addition, the Parties may terminate this Agreement at any time by mutual written agreement.
- G. Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Assignment. Neither party hereto may assign its respective rights or duties hereunder.
- J. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a

waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.

- K. Compliance with All Laws. The Village and District shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and County agencies that may in any manner affect the performance of this Agreement.
- L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.
- M. Exhibits. Exhibit A, Exhibit B, Exhibit C, and Exhibit D are incorporated into and made part of this Agreement.
- N. Interpretation. Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of this Agreement.
- O. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.
- P. Third Party Beneficiary. This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.
- Q. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives. However, the term of the Agreement shall commence on the date set forth in Section IV.E.
- R. Corporate Authority. Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the Village Board and the School District Board and except for amendment of this Agreement, the Village Manager and the Superintendent, or their designees, shall have authority to execute and do all actions contemplated to be done by the Village and the School District respectively under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their property officers duly authorized to execute the same.

**BOARD OF EDUCATION OF
LYONS TOWNSHIP
HIGH SCHOOL
DISTRICT 204**

VILLAGE OF WESTERN SPRINGS

By: _____

By: _____

Name: _____

Name: _____

Title: Board President

Title: Village President

Attest: _____

Attest: _____

Name: _____

Name: _____

Title: Board Secretary

Title: Village Clerk

Date: _____

Date: _____

EXHIBIT A

Duties and Responsibilities of School Resource Officer

The Western Springs police officer assigned to the School District as its School Resource Officer shall have the following duties and responsibilities:

Educational Responsibilities

1. Work cooperatively with administrators and staff to plan and schedule appropriate student lessons in topics including, but not limited to, safety, gang/violence and drug/alcohol resistance education.
2. Provide training for staff on the role of the School Resource Officer as well as on topics of interest and importance to the staff related to the School Resource Officer's expertise.
3. Work collaboratively with administrators to arrange and participate in parent/community education sessions.

School Resource Officer Responsibilities

1. Promote a positive, mutually respectful relationship and enhance communications between police officers, students, staff, and parents at the School District.
2. Be available to students, staff, parents, and school community organizations as a resource; maintain office hours each day to facilitate open communication.
3. Interact with students as a positive role model, especially during lunch and social-interactive periods.
4. Collaborate on a regular basis with administrators, keeping clear lines of communications with designees identified by the Superintendent or their designees on a daily basis. This shall include, but not be limited to, apprising the Superintendent and School District Administrators of criminal and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
5. Collaborate with Student Services personnel to identify behaviorally at-risk students, establish a working relationship with such students, and develop interventions to prevent delinquent behavior. This includes troubled, delinquent, neglected, or abused students.
6. Assist administrators in investigating and responding to student conduct in violation of the School District Student Handbook and School District and building behavior policies, including assisting, when requested, with inspections and searches and testifying at suspension review and expulsion hearings.
7. Make arrests and issue citations and court referrals to students when necessary and appropriate outside the school disciplinary process, acknowledging the goal of the Parties under this Agreement to minimize student arrests and court involvement, and provided the School Resource Officer shall not issue tickets or citations to students for violations of the municipal code occurring on school grounds during school hours or while the student is taking school transportation. 105 ILCS 5/10-20.68, 10-22.6.
8. Become familiar with the attendance area of the School District in terms of

- delinquency patterns, trouble spots, neglect of children who are students of the school, and other related problems.
9. Coordinate with School District officials in making necessary incident and situational referrals to other agencies. Any matters that concern a student's immigration status shall be handled in a manner consistent with District procedures and Illinois law, including, but not limited to the provisions of Section 22-105 of the School Code prohibiting denial of a free education based on immigration status.
 10. Accompany District personnel on home visits, as requested.
 11. Participate when requested in the School District review of safety plans and the conducting of school safety drills.
 12. Facilitate communication between the Western Springs Police Department and the School District, including ensuring the regular and proper collection and reporting of data regarding school-based arrests, citations, and court referrals of students, as well as other measures that may assist Western Springs and School District in evaluating the performance of the School Resource Officer and the success, fairness, and effectiveness of the Program. Commencing with the 2027-2028 school year, the School Resource Officer shall meet with the Principal or Principal's designee on at least a monthly basis to review student referrals to law enforcement to assist the School District in complying with the ISBE referral reporting requirements under the School Code. 105 ILCS 5/2-3.206, 10-20.68.
 13. Playing a role in lockdown, searches, evacuation and other drills.
 14. Providing supervision when present at extracurricular and athletic events, including school dances, games, and other events.
 15. Serving as a resource from time to time for specific classroom instruction and curriculum development, including such things as gang education, substance abuse prevention, applicable laws, the rights of citizens interacting with police, the consequences of arrests, and related matters.
 16. Maintain familiarity with the School District Code of Conduct.
 17. Attend disciplinary meetings with students and parents only upon request by School District administration.
 18. Serve as consultant to the School District in matters of crime prevention, law enforcement, community youth services and other related matters.
 19. Develop and maintain familiarity with community delinquency patterns, trouble spots, and other community problems.
 20. Assist in preventing truancy, in processing truancy cases, and in making home visits when requested, provided that the parties understand that school personnel cannot refer a student to the School Resource Officer for the issuance of a fine or fee to the student for truancy.
 21. Assist in the supervision of extra-curricular activities, as requested.
 22. Provide educational presentations to students on bullying, violence prevention and management, and drug and alcohol resistance, as requested.

Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Assist with supervision of co-curricular school activities both at home and away, as

- requested.
3. Meet with administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
 4. Follow building and School District behavior policies and refer all matters of school discipline to the proper administrator.
 5. Provide protection to students, staff, and the school from theft, vandalism, assault, and other violations of the law.
 6. Assist staff in the event of an emergency.
 7. Supervise parking lots and automobile traffic near the school and prevent loitering and trespassing on school property when requested to do so.
 8. Check for unauthorized persons in and around School District premises and assist School District officials in handling incidents involving persons trespassing and committing criminal acts on School District Property.

General

1. Perform duties in street clothes, except on those occasions when, in the judgment of the school Principal or his/her designated representative, the standard police uniform would be more appropriate. If the school principal or his/her designee wants the School Resource Officer to wear his/her uniform, the Principal or designee shall notify the School Resource Officer or the School Resource Officer's supervisor at least 24 hours in advance of the request.
2. Carry his/her service weapon, badge, and handcuffs.
3. Assume responsibility for finding a substitute when absent. An officer with previous high school and/or middle school experience (including co-curricular activities) will be provided whenever possible.
4. Participate in periodic training through the Illinois School Resource Officers Association, National Association of School Resource Officers, or similar organizations.
5. Proactively work with school personnel to prevent crime on school grounds, protect students and staff and provide a safe and secure school environment. This includes, but is not limited to, patrolling the school and grounds, monitoring pedestrian and monitoring vehicular traffic on school grounds.
6. For purposes of the Western Springs Police Department, the officer reports directly to the supervisor at the Western Springs Police Department or, in his/her absence, to the Chief of Police.
7. The School Resource Officer reports directly to the Superintendent or their designee and works as a member of the Student Services Team.
8. Participate in all in-service training and certification requirements that apply to all certified officers of the Western Springs Police Department.
9. Attend any required court appearances on behalf of the School District.

EXHIBIT B

Additional areas for continuing professional development and training may include, but are not limited to:

- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, gender identity, sexual orientation, immigrant rights, and other areas
- Professional Development offered by School District facilitators and staff (Seeking Educational Equity and Diversity, Beyond Diversity, Social and Emotional Learning, etc.)
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like bullying prevention, equity, cultural responsiveness, individual-institutional-systematic racism, homophobia, transphobia, sexism, classism, ableism, including, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The School Resource Officer shall attend a minimum of eight hours of training per year. Where practicable, the District shall also encourage school administrators working with School Resource Officers to undergo training alongside School Resource Officers to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.



AGENDA ITEM SUMMARY

PUBLIC HEALTH AND SAFETY COMMITTEE

Public Health and Safety Committee: March 3, 2026

AGENDA ITEM D.4.

To: Public Health and Safety Committee

From: Sean Gilhooley, Director of Law Enforcement Services

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager

RE: (Discussion Only) Police Department Strategic Plan Update

Recommendation

None

Summary

In March, all Departments will bring strategic plan updates to their appropriate Committees for review. Updates include initiatives and projects from the last six months that have been completed, in progress, or planned for next steps. Items that are underlined below indicate a change in status since the strategic plan was finalized and relate to the Public Health and Safety Committee:

Financial Sustainability - Identify and Reduce Village Risk and Liability

These initiatives reduce risk in the community.

Completed:

- **Shared Mental Health Services:** Entered into a contractual agreement with social workers who provide case management for calls involving domestic incidents, juveniles, substance abuse, elder care, and grief counseling. The social workers also conduct annual wellness checks for all officers and provide officer training.
- **License Plate Readers (LPR):** LPR systems have been co-located coordinating with Timber Trails subdivision, the Western Springs Park District, and School District 204 (47th Street and Howard Avenue).
- **Public Safety Training:** Active shooter training for Village staff has been completed. A full-scale active shooter exercise was conducted in June 2025.
- **Body-Worn Camera Program:** Successfully implemented in January 2025.
- **“Walk Your Wheels” Campaign:** Launched in April 2025, this initiative included assigning a Sergeant to oversee a Problem-Oriented Policing (POP) project, implementing a new ordinance, providing education at school and park districts, and conducting public outreach through social media, downtown signage and through Tower Topics.

Organizational Development

Completed

- **Evidence Technician Team:** A new Evidence Technician Team was established in 2025, consisting of five officers who receive specialized training in crime scene processing. Additionally, two officers are assigned to the Major Case Assistance Team (MCAT) Forensics Unit. A dedicated evidence room was created at Fire Station Two, and all evidence-related equipment was updated, including the purchase of a new camera.
- **Leadership Training:**
 - In June 2025, Sergeant Hull completed a ten-week leadership course at Northwestern University's School of Police Staff and Command.
 - Sergeants Naber and Ficke completed a two-week leadership course at the same institution.
 - A two-hour leadership presentation was delivered during a department-wide staff meeting that included all Sergeants and Officers in Charge (OICs).

In Progress:

Continued training for staff in critical areas and in conjunction with other departments and community partners.

Sergeant Madler's role was expanded to provide leadership in several areas.

Conduct training with Metra Police Department for Village staff and police department.

Public Safety and Community Engagement

Completed

- **Community-Focused Position:** In 2025, a new hybrid position was created combining Detective, Crime Prevention, and Community Liaison responsibilities
- **Active Shooter Preparedness:** A full-scale active shooter drill was conducted at Laidlaw School in June 2025 in collaboration with the Western Springs Fire Department and surrounding police and fire agencies.

In Progress

- **Crime Prevention Services:** Free security assessments continue to be offered for residential and business properties.
- **Community Presence:** Police presence at Village and community events have increased.
- **Community Programs and Events:** The department participated in and hosted numerous events, including:
 - Eight-Week First Responder Academy
 - Coffee with a Cop
 - Safety Village
 - National Night Out (in conjunction with LTACC communities)

- Police Memorial Event
- Safety Presentation conducted for Senior Citizens
- Chat with a Chief
- Police Chief for a Day
- Cop on Top
- Hosted lunch and presentation for OWLS (Older. Wiser. Loving. Saints)

Regional Task Force Participation:Western Springs Police Officers currently serve on Major Case Assistance Team (MCAT) components, including:

- Investigations
 - Forensics
 - Accident Reconstruction
 - Event Planning
 - Drone Team
 - Officers also serve on NIPAS (Northern Illinois Police Alarm System) Mobile Field Force and Emergency Service Team.
- **Social Worker Program:** Continued integration of social workers into operations.
 - **Accreditation:** The Western Springs Police Department remains CALEA accredited.

Financial Impact

Recommended Motion

None

Strategic Plan Alignment

Financial Stability, Organizational Development, Public Safety and Community Engagement

File Attachments

None