

INTERGOVERNMENTAL MAJOR CASE ASSISTANCE TEAM AGREEMENT

The undersigned municipality, the Village or City of Arlington Heights, County of Cook, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and Section 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILC S 5/1-4-6 and 5/11-1-2.1), agrees as follows:

Purpose of Agreement

SECTION I:

- A. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments. It is the purpose of this Agreement to provide the means whereby enhanced access to facilities, programs, training and assistance is provided through the intergovernmental cooperation of the Participating Agencies.
- B. It is the intent of this organization that each member shall bear its own costs and risk of liability associated with personnel, training, and equipment when providing assistance to another member. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's mutual aid requirements. Therefore, some members may ultimately receive a greater measure of actual benefit than other members. The purpose of entering into such an intergovernmental agreement is to gain *access* to mutual aid when required. A consideration for this access is the known risk that the ultimate cost and benefit may not be evenly distributed among members.

Definitions

SECTION 2:

For purposes of this Agreement, the following terms shall be defined as set forth in this Section, as follows:

- A. *Participating Agency.* Any one or more agencies that have duly adopted a resolution authorizing the execution of this Agreement.
- B. *Agreement.* This Intergovernmental Major Case Assistance Team Agreement.
- C. *Police Assistance.* Assistance provided by any Participating Agency to any other Participating Agency, which shall include, but not be limited to, the assignment of sworn and/or civilian personnel and the use of equipment for such assistance as back-up on traffic stops, investigations, establishment of regionalized operations or administrative programs, and major crime task forces, all as more fully defined in the Operational Plan developed pursuant to this Agreement.

- D. *Requesting Agency*. A participating agency that requests police assistance pursuant to this Agreement.
- E. *Aiding Agency*. A participating agency that provides police assistance pursuant to this Agreement.
- F. *Chief of Police*. The highest ranking law enforcement officer of a participating agency or his or her designee.
- G. *Village Manager*. The chief administrative officer or designee of that officer for each member municipality.

Rights of Participating Agency

SECTION 3:

The rights of each participating agency shall be as set forth in this Section and shall be exercised by and through the actions of the Village Manager or Chief of Police of each respective participating agency.

- A. Any participating agency may request police assistance from any one or more participating agency when, in the judgment of the Chief of Police of the requesting agency, such assistance is necessary. The request shall be made to the MCAT Coordinator. Each request for assistance and the response to that request shall be reported to the Executive Committee.
- B. Any participating agency may render aid to any one or more participating agencies to the extent available personnel and equipment are not required for the adequate protection of the aiding agency. In making that determination, the Chief of Police of the aiding agency may consider the reasonableness or urgency of the request and the amount of personnel, equipment and time commitment available to the requesting agency, and that determination shall be final.
- C. The Chief of Police of the requesting agency shall, through the MCAT Coordinator, direct the actions of any sworn or civilian personnel of any aiding agency providing police assistance pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating agency from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any participating agency from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

Authority of Sworn Police Personnel

SECTION 4:

Any sworn police officers providing police assistance to requesting agency under this Agreement shall have all of the powers of police officers of the requesting agency, including the power of arrest, and are subject to the direction of the MCAT Coordinator working in concert with the Chief of Police of a requesting agency.

Compensation Between Participating Agencies, Length of Engagement for Investigation

SECTION 5:

- A. Except as hereinafter provided, the assistance provided by any aiding agency under this Agreement shall be rendered without charge to the requesting agency or any other participating agency.
- B. The length of any particular activation of MCAT shall be as set forth in the Operating Plan. If any agency desires to retain the services of another agency's employee beyond the time limits set forth in the Operating Plan, they may do so only with the consent of the aiding agency. Under such circumstances, the agencies shall determine between themselves the amounts of compensation to be paid to the aiding agency.

Responsibilities of Participating Agencies

SECTION 6:

- A. Each participating agency shall assume the responsibility for the actions of its sworn or Civilian personnel acting pursuant to this Agreement, both as to liability and as to the payment of benefits to such sworn or civilian personnel, all to the same extent as such personnel are protected. Insured, indemnified and otherwise provided for when acting within the participating agencies' respective corporate limits.
- B. Each participating agency ("Indemnitor") shall indemnify, defend, save and keep harmless the other parties; their boards; commissions; trustees; officers; employees; agents; past, current, and future appointed and elected officials; and volunteers (collectively the "Indemnitees") from and against any and all claims, actions, suits, costs, (including reasonable attorney's fees) losses, liabilities, damages to real and personal property, and injuries/illnesses to or death suffered by persons, (collectively "claims") arising out of, or caused directly or indirectly by, any act or omission of the Indemnitor or the Indemnitor's boards, commissions, trustees, officers, employees, and agents (except to the extent caused by the negligence or willful act of the Indemnatee) taken pursuant to activities provided for in this Agreement. Each party agrees to be responsible for damage to its property

occasioned while operating under this Agreement, and specifically waives the right of subrogation for property damage against the other.

- C. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.

Board of Directors; Operating Plan

SECTION 7:

- A. The Chief of Police of each participating agency and the three Village Managers of the municipalities represented on the Executive Committee shall constitute the Board of Directors of the Major Case Assistance Team.
- B. The Board of Directors shall establish an Operating Plan for implementing this Agreement. The Operating Plan shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operating Plan shall be reviewed, updated and evaluated by the Board of Directors at regular intervals.
- C. The Board of Directors shall establish a procedure for the expenditure of funds and the signing and countersigning of checks drawn on any MCAT account.

General Provisions

SECTION 8:

- A. This Agreement shall be in full force and effect and is legally binding upon each participating agency at such time as it is signed and certified by that participating agency.
- B. This Agreement may be amended from time to time by resolution of the appropriate governing body of three-quarters of the participating agencies. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment.
- C. This Agreement shall remain in full force and effect and shall bind the participating agency executing this Agreement until such time as the appropriate governing body of that participating agency adopts a resolution terminating its participation in the Agreement. Certified copies of such resolution shall be filed with the clerk or other appropriate official of all other participating agencies within thirty (30) days of its passage.

IN WITNESS WHEREOF, this Agreement has been duly executed this 7th day of August, 2017.

Participating Agency
Village of Arlington Heights

Village President

ATTEST:

Village Clerk