

**A RESOLUTION APPROVING THE VILLAGE'S CONTINUED PARTICIPATION IN THE COOK COUNTY MAJOR CASE ASSISTANCE TEAM AND THE ASSOCIATED AMENDED BY-LAWS AND AMENDED INTERGOVERNMENTAL AGREEMENT**

**WHEREAS**, the Village of Barrington Hills (the "Village") is a home rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

**WHEREAS**, the Village's Police Department is a current member of the Cook County Major Case Assistance Team which also consists of approximately 22 other law enforcement jurisdictions; and

**WHEREAS**, the Executive Board of the Cook County Major Case Assistance Team has provided its member jurisdictions with Amended By-Laws and an Amended Intergovernmental Agreement, attached hereto and incorporated herein by reference as Exhibit A, which member jurisdictions are required to approve as a condition of further participation in the Cook County Major Case Assistance Team; and

**WHEREAS**, the Village Chief of Police is in support of and recommends to the President and Board of Trustees of the Village the Village's continued participation in the Cook County Major Case Assistance Team and approval of the associated Amended By-Laws and Amended Intergovernmental Agreement as in furtherance of the best interests, health and safety of the Citizens of the Village; and

**WHEREAS**, in consideration of the recommendation of the Village Chief of Police, the President and Board of Trustees of the Village hereby determine that the Village's continued participation in the Cook County Major Case Assistance Team and approval of the associated Amended By-Laws and Amended Intergovernmental Agreement attached as Exhibit A, is in furtherance of the best interests, health and safety of the Citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The President and Board of Trustees of the Village hereby approve of the Village's continued participation in the Cook County Major Case Assistance Team and the associated Amended By-Laws and Amended Intergovernmental Agreement, attached as Exhibit A.

**Resolution 17 -**

**SECTION THREE:** The Village President is authorized to execute, on behalf of the Village, the Intergovernmental Agreement, as attached hereto as Exhibit A, by affixing his signature thereto, and the Village Clerk is similarly authorized to attest to the signature of the President as an act on behalf of the Village.

**SECTION FOUR:** Upon execution of the Intergovernmental Agreement, staff and appointed representatives of the Village are authorized to take all actions requisite for the Village's compliance with its obligations set forth in Exhibit A.

**SECTION FIVE:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes:            Nays:            Absent:

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 28<sup>th</sup> day of August, 2017.

APPROVED:

ATTEST:

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**MAJOR CASE  
ASSISTANCE TEAM**

**BY-LAWS &  
INTERGOVERNMENTAL  
AGREEMENT**

Revised  
January 21, 2005

## **BY-LAWS OF THE MAJOR CASE ASSISTANCE TEAM**

### ***ARTICLE I - NAME AND PURPOSE***

Section 1: This organization shall be known as the Major Case Assistance Team (MCAT).

Section 2: It is recognized 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 MCAT to govern the manner in which such cooperative efforts, pursuant to the underlying Intergovernmental Major Case Assistance Team Agreement, are implemented.

Section 3: It is the intent of this organization that each member shall bear its own costs and risk of liability 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.

### ***ARTICLE II - AUTHORITY***

MCAT is established pursuant to the Intergovernmental Major Case Assistance Team Agreement ("Agreement"), as adopted by the participating agencies.

### ***ARTICLE III - MEMBERSHIP***

Section 1: The ~~original~~ current members of MCAT are: Arlington Heights, Barrington, Barrington Hills, Bartlett, Cook County Sheriff's Police, Des Plaines, Elk Grove, Hanover Park, Harwood Heights, Hoffman Estates, Illinois State Police, Inverness Mount Prospect, Norridge~~Morton~~Grove, Palatine, Park Ridge, Prospect Heights, Rolling Meadows, Rosemont Schaumburg, South Barrington, ~~and~~ Streamwood and Wheeling.

Section 2: Other agencies may become members of MCAT upon adoption of the Intergovernmental Major Case Assistance Team Agreement (hereinafter "Agreement") by the corporate authorities of the agency and approval by a two-thirds vote of the Board of

Directors and payment of any membership or assessment fees required of subsequent members,

Section 3: Members who fail to meet any obligations including but not limited to payment of dues, in accordance with the Agreement or with these by-laws may be suspended or expelled from membership by a two-thirds vote of the Board of Directors,

#### ***ARTICLE IV- BOARD OF DIRECTORS***

Section 1: The Board of Directors shall consist of the Chiefs of Police of the participating agencies and the Village Manager of the three municipalities represented on the Executive Committee.

Section 2: The Board of Directors shall establish an Operating Plan that is not inconsistent with these by-laws and the Intergovernmental Agreement. The Operating Plan shall provide procedures for requesting, rendering and receiving aid under the Agreement, and for the interpretation and administration of the Agreement, and approval of any programs established under authority of the Agreement.

Section 3: The Board of Directors shall have the authority to take appropriate action to accomplish the purposes of MCAT.

Section 4: An Executive Committee of the Board of Directors shall consist of the Chairman, Secretary and Treasurer, elected from the member municipalities by the Board of Directors, and who shall hold office for a term of two (2) years or until a successor has been elected. Should a vacancy occur, a special meeting of the Board of Directors shall be called to elect a successor for the remainder of the term of office.

Section 5: Neither these by-laws nor any Operating Plan shall be inconsistent with the Intergovernmental Major Assistance Team Agreement.

#### ***ARTICLE V - MEETINGS AND MANNER OF ACTING***

Section 1: The Board of Directors shall meet at least quarterly at a time and place determined by the Executive Committee. Special meetings may be called by the Chairman, a majority of the Executive Committee, or by one-third of the members of the Board of Directors.

Section 2: The Executive Committee shall meet when called by the Chairman or a majority of the Executive Committee members.

Section 3: A majority of the Eight members shall constitute a quorum for meetings of the Board of Directors.

Section 4: The current edition of Robert's Rules of Order shall govern meetings in all cases in which they are applicable and not inconsistent with these by-laws.

Section 5: The decision reached by the majority of the directors present at a meeting at which a quorum is present shall be the decision and the act of the Board of Directors, unless the act or decision of greater number is required by statute, these by-laws, or the intergovernmental agreement.

Section 6: The decision or act of the majority of the directors may also be determined as the act or decision of the Board of Directors through a majority vote on any one issue by a written declaration by the President outlining the issue, and its impact. This single issue may be voted upon by the directors through any means that establishes a record that a quorum of directors considered the issue and that majority of directors cast a ballot on the issue. The ballot may be in the form of electronic communication or written ballot. Such act by the majority shall be certified by the board and recorded in the minutes of the next meeting of the Board of Directors following the single-issue vote.

#### ***ARTICLE VI - DUTIES OF OFFICERS***

Section 1: The Chairman shall preside at all meetings of the Board of Directors and Executive Committee and appoint members of any committee (except the Executive Committee) that may be established by the Executive Committee or the Board of Directors.

Section 2: The Secretary shall keep an accurate record of the proceedings of all meetings, carry on official correspondence as directed by the Board of Directors, provide to each Board member the official minutes of all meetings, and maintain all official MCAT records.

Section 3: The Treasurer shall receive all monies, be custodian of all funds, and deposit all funds in a financial institution approved by the Board of Directors. The Treasurer shall give financial reports as required by the Board of Directors, sign and issue checks, and perform such other duties as usually pertain to the office.

#### ***ARTICLE VII - COMMITTEES***

The Chairman or Board of Directors may create such committees as are deemed necessary to accomplish the purposes of MCAT.

#### ***ARTICLE VIII - DUES AND ASSESSMENTS***

Section 1: ~~The initial assessment for an original member shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).~~ Initial assessment for ~~subsequent~~ members shall

be prescribed by the Board of Directors, and shall be payable to the Treasurer when required by the Board. All assessments approved by the Board shall be binding upon all members and payment shall be a condition of membership.

#### ***ARTICLE IX - COMPENSATION***

Section 1: Officers and members of the Board of Directors shall serve without compensation.

Section 2: Except as otherwise provided in the Agreement, police assistance provided by any aiding agency shall be rendered without charge to the requesting agency or any other participating agency.

Section 3: An aiding agency may request payment from or indemnification by a requesting agency where the aiding agency has incurred unusual or burdensome costs in providing police assistance to the requesting agency as determined by a majority of the membership.

**Commented [KTJlaw1]:** Jamie-we could try to describe extraordinary costs in lieu of this language but I will need your input on what those may be.

Section 4: The Board of Directors may approve expenditures for professional consultants for training only as required by MCAT.

#### ***ARTICLE X - DISBURSEMENTS***

Disbursement of funds may be made only as authorized by the Board of Directors.

#### ***ARTICLE XI — PROPERTY***

The equipment, property, supplies, and furnishings needed to fulfill the purpose of MCAT may be provided by participating agencies. Any item provided by a participating agency shall be, and remain the property of that agency, unless provided otherwise by the agency.

Equipment or property purchased by MCAT for use of its members shall be the property of MCAT.

#### ***ARTICLE XII — AMENDMENTS***

These by-laws may be amended at any meeting of the Board of Directors by a two-thirds vote of those members present, provided the amendment and notice of the meeting shall have been sent to the Board members not less than fifteen (15) days prior to the meeting. The Board of Directors may approve expenditures for specialized equipment required by MCAT.

#### ***ARTICLE XIII - DISSOLUTION***

If at any regular meeting, or at a special meeting called for the purpose of dissolution, two-thirds of the members of the Board of Directors vote in favor of dissolution, MCAT shall be dissolved within



thirty (30) days, provided notice of the meeting shall have been sent to the Board members not less than fifteen (15) days prior to the meeting. The Board of Directors shall then approve a Dissolution plan which will include the wrap up of ongoing operations and the pro rata distribution of unallocated MCAT funds to the membership.

**ARTICLE XIV- EFFECTIVE DATE**

These by-laws shall be in full force and effect from and after their passage and approval on April 10, 1998.

AMENDED SEPTEMBER 11, 1998  
AMENDED JANUARY 21, 2005

AYES:

NAYS:

PASSED this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Secretary \_\_\_\_\_

Chairman

Treasurer

AYES:

NAYS:

PASSED this \_\_\_\_\_ day of \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_

The by-laws of the Intergovernmental Major Case Assistance Team are approved this  
\_\_\_\_\_ day of \_\_\_\_\_

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Chief Gerald Mourning  
Arlington Heights Police Department

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Chief David Dom  
Barrington Police Department

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Chief Richard Semelsberger  
Barrington Hills Police Department

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Chief Patrick Ulrich  
Bartlett Police Department

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\_\_\_\_\_  
Commander Larry Rafferty  
Cook County Sheriff's Police

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Chief William Kushner  
Des Plaines Police Department

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Chief Charles Walsh  
Elk Grove Police Department

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Chief Michael Menough  
Hanover Park Police Department

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Chief Frank Biaggi  
Harwood Heights Police Department

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Chief Theodore Bos  
Hoffman Estates Police Department

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Captain Steve Loan  
Illinois State Police Department

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Chief Robert Haas  
Inverness Police Department

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Chief Timothy Janowick  
Mount Prospect Police Department

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Chief Dave Disselhorst  
Norridge Police Department

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Chief Alan Stoeckel  
Palatine Police Department

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Chief Frank Kaminsky  
Park Ridge Police Department

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Chief Alan Steffen  
Prospect Heights Police Department

Chief John Nowacki  
Rolling Meadows Police Department

Chief Donald Stephens III  
Rosemont Police Department

Chief James Lamkin  
Schaumburg Police Department

Chief Edward Valente  
Streamwood Police Department

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**INTERGOVERNMENTAL MAJOR CASE ASSISTANCE  
TEAM AGREEMENT**

The undersigned (municipality or agency), the Village of \_\_\_\_\_, County of \_\_\_\_\_, 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 ILCS 5/1-4-6 and 5/11-1-2.1), agrees as follows:

**Purpose of Agreement**

**SECTION 1:**

- 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 Indemnitee) 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.

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- C.B. 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 day of

\_\_\_\_\_  
Participating Agency

\_\_\_\_\_  
President, Mayor other appropriate official

ATTEST:

\_\_\_\_\_  
Village Clerk