

**SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT)
JOINT TASK FORCE AGREEMENT**

The undersigned Participating Municipalities agree, pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

SECTION 1 PURPOSE

This Joint Task Force Agreement is made in recognition of the fact that the Participating Municipalities and their law enforcement agencies or departments are charged with the duty of enforcing the law and protecting their citizens from criminal and illegal activity and that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime and illegal activity within their communities. The Participating Municipalities recognize the most effective means of accomplishing their law enforcement duties is through the pooling of resources and joint exercise of their authority. Each of the Participating Municipalities enter into this Joint Task Force Agreement to provide their citizens with effective law enforcement against those who engage in criminal or illegal activity.

SECTION 2 PARTICIPATING MUNICIPALITIES

The Participating Municipalities to this Joint Task Force Agreement are: Blue Island, Burbank, Calumet City, Chicago Heights, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Hazel Crest, Hometown, Homewood, Lansing, Lynwood, Markham, Matteson, Midlothian, Oak Forest, Orland Hill, Park Forest, Posen, Prairie State College, Richton Park, Riverdale, Sauk Village, South Holland, Steger, Summit, Thornton, Tinley Park & University Park.

New municipalities and/or local government agencies may join SSERT pursuant to SECTION 9 below.

SECTION 3 DEFINITIONS

For the purpose of this Joint Task Force Agreement, the following terms are defined as follows:

A. Critical Incidents: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency, including but not limited to Armed/Suicidal Subjects, Barricaded Subjects, Hostage Situations, Sniper Situations, High-Risk Apprehension, High-Risk Warrant Service, Dignitary Protection, Civil Disturbances, Disaster Assistance, Terrorist Incidents, and Special Assignments.

B. Joint Task Force Agreement: This intergovernmental agreement shall take effect and supersede the original SSERT Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

C. Joint Task Force Assignments: A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency at the direction of SSERT.

D. Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

E. Law Enforcement Aid: Law Enforcement Services provided by SSERT to a Stricken Agency during and/or in response to a Critical Incident pursuant to this Agreement.

F. Original SSERT Memorandum of Understanding (MOU): That Memorandum of Understanding pursuant to which SSERT and the Participating Municipalities or Agencies operate and are governed, which shall be in effect until this Agreement goes into effect and supersedes the Original Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

G. Participating Municipality: A municipality with a law enforcement agency or department dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in SSERT pursuant to the terms of this Agreement.

H. Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Municipality is primarily responsible for performing Law Enforcement Services.

I. SSERT Bylaws: The bylaws establishing the SSERT Executive Board and rules by which the SSERT Executive Board shall operate as adopted on November 18, 2014, and any amendment thereafter.

J. SSERT Commander/Coordinator: Commander or Coordinator shall be appointed by the SSERT President pursuant to the SSERT Bylaws, with the advice and consent of the SSERT Executive Board. The SSERT Commander/Coordinator shall be responsible to carry out the directive of the SSERT Executive Board and to follow the rules, policies and procedures promulgated by the SSERT Executive Board. The SSERT Executive Board, at its discretion, may also create assistant commanders, coordinators and/or leaders to assist the SSERT Commander/Coordinator in completing his/her duties and obligations.

K. SSERT Executive Board: The Executive Board of Officers of SSERT, the governing board of SSERT, established pursuant to Article IV of the SSERT Bylaws.

L. SSERT Policies and Procedures: The rules and guidelines that are promulgated, maintained, and periodically updated by the SSERT Executive Board. The SSERT Policies and Procedures shall govern the day-to-day operations of SSERT.

M. South Suburban Emergency Response Team (“SSERT”): An organization of south suburban law enforcement agencies participating in the original SSERT Memorandum of Understanding and this Agreement.

N. Stricken Agency: The Participating Municipality that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

O. Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Municipality primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

SECTION 4 AID AGREEMENT

A. Establishment of SSERT Team. Each Participating Municipality, at the discretion of the SSERT Executive Board, must assign sworn law enforcement officers to the SSERT Team.

- (i) The officers assigned to the SSERT Team remain employees of their respective Participating Municipalities. SSERT is not responsible for any salary, benefits, overtime or other compensation to officers assigned to the SSERT Team.
- (ii) The number of officers, rank, and other prerequisites for assignment to the SSERT Team shall be established by the SSERT Executive Board or designee of the Board.

B. Critical Incident Response. Whenever the Critical Incident occurs or is reasonably expected to occur, the senior officer present of the Stricken Agency, or his/her designee, may request law enforcement aid from SSERT. Once received, the SSERT Commander/Coordinator will review the request and:

- (i) Immediately determine whether the SSERT Team will assist.
- (ii) Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
- (iii) Dispatch immediately the SSERT Team and equipment required to assist the Stricken Agency in accordance with the SSERT Policies and Procedures.

C. SSERT's rendering of aid to a Stricken Agency under the terms of this Joint Task Force Agreement shall not be mandatory. In the event that SSERT cannot or will not render aid, it is the responsibility of the SSERT Commander/Coordinator to immediately notify the Stricken Agency of the circumstances that prevent SSERT from providing aid in response to the Critical Incident.

D. The senior officer present of the Stricken Agency, or his/her designee, shall assume full responsibility and command for operations at the scene, with the advice and cooperation of the SSERT Commander/Coordinator. The senior officer present of the Stricken Agency, or his or her designee, will assign SSERT personnel and equipment to positions when and where he/she deems necessary.

E. Requests for aid under this Joint Task Force Agreement will be initiated only in the event of a Critical Incident in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

F. SSERT Team members will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Critical Incident and its response is resolved to the

point which permits the Stricken Agency to satisfactorily handle it with its own resources as determined by the senior officer present of the Stricken Agency or his/her designee.

G. All Law Enforcement Services performed under this Joint Task Force Agreement shall be rendered without reimbursement of any party from the other(s). However, SSERT reserves the right to seek reimbursement for unusual or burdensome costs incurred in the performance of Law Enforcement Aid to the Stricken Agency. Any such reimbursement request shall be determined by the SSERT Executive Board. The Stricken Agency may present objections to the SSERT Executive Board, but the decision of the SSERT Executive Board on such reimbursement shall be final.

SECTION 5 INDEMNIFICATION

A. Each Participating Municipality assumes the responsibility for members of its police force acting pursuant to this Joint Task Force Agreement, both as to indemnification of said members of the Participating Municipality's police force as provided for by the Illinois Municipal Code, 65 ILCS 5/1-4-6, or any other Statute of the State of Illinois or law or bylaw of the Participating Municipality, as the case may be, and as to personal benefits to said members of the Participating Municipality's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Municipality when those members of its police force are acting solely within the Participating Municipality's Primary Law Enforcement Jurisdiction.

B. Defense and Indemnification of SSERT.

- (i) Defense. In the event that SSERT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of SSERT in such lawsuit, claim or action.
- (ii) Indemnification. To the extent permitted by law, the indemnification of SSERT from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against SSERT shall be shared equally between each Participating Municipality that assisted the Stricken Agency pursuant to SECTION 4.

SECTION 6 INSURANCE

A. Insurance Requirements. Each Participating Municipality under the terms of this Joint Task Force Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Law Enforcement Aid pursuant to this Joint Task Force Agreement as follows:

- (i) Commercial General Liability (including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum

General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (ii) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (iii) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

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

SECTION 7 SSERT GOVERNANCE

A. The commanding officers of the Participating Municipalities shall maintain the SSERT Executive Board, and maintain the SSERT Policies and Procedures for giving and receiving Law Enforcement Aid under this Joint Task Force Agreement. The SSERT Policies and Procedures shall be reviewed and updated at regular intervals.

B. Each Participating Municipality agrees to pay dues or fees, as determined by the SSERT Executive Board in its sole and absolute discretion, in exchange for the Participating Municipality's participation in SSERT. Payments of such dues or fees, if any, are due at the commencement of participation in SSERT and thereafter upon request from the SSERT Executive Board.

SECTION 8 TERMINATION

A. Any Participating Municipality may withdraw from participation in SSERT and this Joint Task Force Agreement by notifying the SSERT Executive Board in writing whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of the written notice.

B. Any Participating Municipality that fails to meet its obligations in accordance with this Joint Task Force Agreement or with the SSERT Bylaws may have its participation in SSERT terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws.

C. Any Participating Municipality found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to SSERT, may have its participation in SSERT suspended or terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws. Before any Participating Municipality may be suspended or terminated from participation in SSERT, the Participating Municipality will be notified and shall have an opportunity to appear before the SSERT Executive Board.

D. Any terminated Participating Municipality, whether by voluntarily termination or termination by the SSERT Executive Board, shall be responsible for its prorated share of SSERT's liabilities at termination.

SECTION 9 ADOPTION AND EFFECT OF ADOPTION

A. This Joint Task Force Agreement shall be in full force and in effect (“Effective Date”) only upon the date of the last of the following events to occur:

- (i) the passage and approval of an ordinance or resolution approving participation in SSERT and this Joint Task Force Agreement, in the manner provided by law, by the corporate authorities of the undersigned Participating Municipality (“Approval”);
- (ii) the execution of this Joint Task Force Agreement by the head of the corporate authorities and the commanding officer of the undersigned Participating Municipality’s law enforcement agency/department (“Execution”);
- (iii) the Approval of participation in SSERT and this Joint Task Force Agreement, by the corporate authorities of at least a majority of the Participating Municipalities; and
- (iv) the Execution of this Joint Task Force Agreement by the heads of the corporate authorities and the commanding officers of their law enforcement agencies/departments of at least a majority of the Participating Municipalities.

B. If this Joint Task Force Agreement is brought into full force and effect pursuant to this SECTION 9(A) of this Joint Task Force Agreement, then on the Effective Date:

- (i) the undersigned Participating Municipality shall remain a Participating Municipality in SSERT;
- (ii) the Original SSERT Memorandum of Understanding shall be terminated; and
- (iii) this Joint Task Force Agreement and the provisions contained herein shall supersede and control over the Original SSERT Memorandum of Understanding and any provision contained therein.

C. The participation in SSERT of any Participating Municipality that fails to complete the Approval and Execution of this Joint Task Force Agreement in accordance with this SECTION 9(A) on or before the Effective Date will be terminated as of the day after the Effective Date. Any Participating Municipality who has its participation in SSERT terminated may seek participation in SSERT again at any time in accordance with the procedures set forth in SECTION 9(D) below of this Joint Task Force Agreement.

D. If the undersigned law enforcement agency is not a Participating Municipality on the Effective Date, it may join SSERT and this Joint Task Force Agreement by Adoption and Execution in accordance with the procedures in SECTION 9(A(i)) and (A(ii)) above and approval by the SSERT Executive Board of the New Participating Municipality as a Participating Municipality in SSERT pursuant to the SSERT Bylaws.

E. If this Joint Task Force Agreement is brought into full force and effect pursuant to this Section of this Joint Task Force Agreement, then as for each new Participating Municipality:

- (i) this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in SSERT; and
- (ii) any previous agreement related to SSERT shall be superseded by this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein.

SECTION 10 GENERAL PROVISIONS

A. **Non-Waiver of Immunities.** No Participating Municipality to this Joint Task Force Agreement or their law enforcement agencies, while performing under the terms of this Joint Task Force Agreement, shall be deemed to waive any governmental immunity or defense to which the Participating Municipality and their officials and employees would otherwise be entitled under statute or common law.

B. **Contractual Obligation.** The obligations and responsibilities incurred by a Participating Municipality under this Joint Task Force Agreement shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. **Application of Law and Venue.** This Joint Task Force Agreement shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Joint Task Force Agreement or the construction or interpretation of this Joint Task Force Agreement shall be in a state court in the County of Cook, Illinois.

D. **Authority.** The corporate authorities of each Participating Municipality certify that they are authorized on behalf of that Participating Municipality to enter into this Joint Task Force Agreement.

IN WITNESS WHEREOF, this Joint Task Force Agreement has been duly executed by the following parties:

(seal)

Name of Law Enforcement Agency

Head of Corporate Authorities

Commanding Officer of Law Enforcement Agency

ATTEST:

Clerk

Date