

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) X Waiver of First Requested
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott Niehaus, Village Manager
DATE: May 24, 2019 (COW) (B of T) **Date:** June 20, 2019
TITLE: The Metropolitan Emergency Response & Investigation Team IPSA Resolution
SUBMITTED BY: Chief Roy Newton, Police Department

BACKGROUND/POLICY IMPLICATIONS:
Request for removal of 5 minute Parking- 12 S. Park Ave.

The Metropolitan Emergency Response & Investigation Team requests signature for their Intergovernmental Police Service Assistance Agreement.

FISCAL IMPACT/FUNDING SOURCE:

Time and Materials:
Signage and Village Installation

Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

RESOLUTION

R _____

**A RESOLUTION AUTHORIZING SIGNATURE OF
THE VILLAGE PRESIDENT ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and the *The Metropolitan Emergency Response & Investigation Team IPSA* as attached as Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this ____ day of _____, 2019.
9

Ayes: _____

Nays: _____

Absent: _____

Approved this ____ day of _____, 2019.

Keith T. Giagnoio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

LOMBARD POLICE DEPARTMENT

Date: May 23, 2019

To: Scott Niehaus, Village Manager

From: Roy Newton, Police Chief

Re: Metropolitan Emergency Response and Investigation Team (MERIT) of DuPage County - *Replaces FIAT and DuPage County Majors Crimes Task Force*

In 2018, the leadership of the DuPage County Major Crimes Task Force and the DuPage Felony Investigative Assistance Team (FIAT), in coordination with the DuPage County Chiefs of Police Association recognized the benefit of consolidating both task force entities into a single county-wide task force that includes the DuPage County Sheriff's Police. The pooling of resources into a combined county-wide entity would lead to the expedient solution of serious crimes, critical incidents, and other law enforcement endeavors.

As you know, MERIT simply replaces FIAT and the Major Crimes Task Force. Currently, we budget \$3,500 and \$500 respectively for each membership. The MERIT membership will combine both membership fees, for a total of \$4000 annually. There is no need for additional budget needs in joining this organization. The services of MERIT will be the same which will continue to include continuation to provide specialized services and manpower. These services include accident reconstruction teams, a SWAT Team, training classes and instruction, major crimes investigations and manpower / equipment sharing availability.

It should be noted that we also maintain complete control over all emergency situations while working with the team.

In order to continue our membership, the Village Board of Trustees would have to approve the attached Intergovernmental Agreement. I would respectfully request that we place this matter on the Board's June 20, 2019 agenda. If you should have any questions, or I can provide additional information, please do not hesitate to ask.

cc: Dep. Chief Wirsing

Metropolitan Emergency Response & Investigation Team (MERIT) of DuPage County

MERIT POLICY STATEMENT:

In 2018, the leadership of the DuPage County Major Crimes Task Force and the DuPage Felony Investigative Assistance Team (FIAT), in coordination with the DuPage County Association of Chiefs of Police recognized the benefit of consolidating both task force entities into a single county-wide task force that includes the DuPage County Sheriff's Police. The pooling of resources into a combined county-wide entity would lead to the expedient solution of serious crimes, critical incidents, and other law enforcement endeavors.

These agreements and regulations are made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of these protocols is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all the citizens.

We strongly emphasize that no city or village will assert jurisdiction where none exists, and that MERIT will not operate at cross purposes with any assisting agency. In view of the fact that some cases comprise a Federal violation as well as a State violation, the use of MERIT will not be extended where such dual jurisdiction exists, unless it be by mutual agreement with Federal authorities.

ORGANIZATION:

MERIT shall be governed by a twelve-member Executive Board; five variable and seven static positions. The five variable positions consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary, & Immediate Past Chairperson. Static positions on the Executive Board include, the MERIT Coordinator, Deputy Coordinators (3), DuPage County Sheriff, DuPage County Chiefs of Police Association Executive Board Member Chief, and the DuPage County States Attorney (non-voting).

The MERIT Chairperson, Vice Chairperson, Secretary, Treasurer, and Immediate Past Chair shall serve as a member of the Executive Board for two (2) consecutive years.

The election of the MERIT Chair and Vice Chairperson shall be held biennially and must be the Chief Executive Officer of a MERIT member agency. With the exception of the inaugural MERIT Executive Board, the Chair and Vice Chair shall be elected by a majority vote of the member agency's CEO's at the annual membership meeting. The election shall be by ballot. If there is but one nominee for the office, the election may be by voice vote. The inaugural MERIT Executive Board will be approved by majority vote at a general membership meeting of the DuPage County Chiefs of Police Association.

The remaining variable positions of Secretary and Treasurer shall be appointed by the Chairperson of the applicable year to a two-year term of office and must be the Chief Executive Officer of a MERIT member agency. Multiple officers from a single agency may not concurrently serve on the Executive Board. No individual may concurrently hold more than one position on the Executive Board.

Vacancies on the Executive Board shall be filled within 60 days.

Objections to rules or actions by the MERIT Executive Board may be made by any member. Objections by members will be brought to a vote by the general membership and decided by a majority vote.

OPERATIONS POLICY

The MERIT Executive Board shall appoint the MERIT Coordinator, Deputy Coordinators, and Commanders of each MERIT Component. Supervisory and Team Leader positions will be filled by the component Commanders with approval by the MERIT Executive Board. These appointments shall be selected from MERIT member agencies.

MEMBERSHIP:

Membership shall be limited to Illinois law enforcement agencies, as defined by Illinois Statute, in DuPage County.

Requests for membership, other than the inaugural members of FIAT, DuPage Major Crimes, Naperville PD, and the DuPage County Sheriff, must be reviewed and endorsed by the Executive Board. The Executive Board shall consider the requesting agencies commitment to provide personnel to the MERIT components. Only those requests that have received the endorsement of the Executive Board will be brought before the Participating Agencies CEO's for consideration at the annual MERIT membership meeting.

Membership shall be approved or disapproved by a majority vote of those member agencies present at the annual membership meeting or at a special meeting convened by the Chairperson of the Executive Board.

Membership may be suspended or revoked in those instances in which a member agency:

- Fails to meet their obligations in accordance with these bylaws or the MERIT Intergovernmental Police Service Agreement (IPSA);
- or is found to be responsible for behavior detrimental to law enforcement or whose continued membership would prove detrimental to MERIT.

Membership may only be suspended or revoked by a two-thirds vote of the member agencies.

The member agency shall have the opportunity to appear before the membership prior to any vote to suspend or revoke their membership.

The Chairperson of the Executive Board may convene a special meeting of the member agencies for the purpose of determining an agency's membership status (e.g. request for membership, suspension or revocation).

MEETINGS:

The Executive Board shall meet on a monthly basis. The date, time, and location of these meetings shall be determined by the Chairperson. Written notice stating the location, day, and time of any meeting of the membership shall be delivered either personally, by mail, fax, or electronic mail to each member entitled to vote at such meeting, not less than five (5) days before the date of the meeting by, or at the discretion, of the Chairperson, Secretary, or the Executive Board members calling the meeting. If mailed, the notice shall be deemed delivered when deposited in the U.S. Mail.

The membership shall meet on an annual basis. The annual membership meeting shall occur in April. The date, time, and location of the meeting shall be determined by the Executive Board. Special meetings of the Executive Board or member agencies may be called by the Chairperson, if MERIT business so dictates.

The Chairperson may suspend, cancel, or delay meetings if they are in conflict with other law enforcement activities. The Chairperson shall preside over all meetings. In the absence of the Chairperson, the Vice-Chair shall preside. An agenda and meeting minutes shall be made available to all member agencies prior to, and following a meeting.

OPERATIONS POLICY

RULES OF ORDER:

The rules contained in *Roberts Rules of Order* (current edition) shall govern MERIT in all cases to which they are applicable, and in which they are not inconsistent with the bylaws of MERIT.

Seven (7) voting members of the Executive Board, one of which must include the Chairperson or Vice Chairperson, shall constitute a quorum at Executive Board meetings.

All matters put to a vote at the Executive Board meetings shall be decided by a majority vote of the board, unless otherwise stated in these bylaws.

The presence of a majority of the member communities shall constitute a quorum at the annual membership meeting.

All matters put to a vote at the annual membership meeting shall be decided by a majority vote. Member agency Chief Executive Officers shall each have one vote.

COMMIITEES:

The Executive Board shall create such committees as are deemed necessary to accomplish the purpose and needs of MERIT.

OPERATIONAL COMPONENTS:

MERIT shall be comprised of nine (9) operational components:

- Crisis Negotiations
- SWAT
- K-9 Response
- Major Crash Reconstruction
- Incident Management Assistance Team (IMAT)
- Planned Events
- Crime Scene Investigation
- Computer Forensics
- Investigations
- Major Crimes / OIS
- Intelligence

Police officers assigned to a MERIT component shall be restricted to full-time, salaried, commissioned law enforcement officers of the participating law enforcement agency.

MERIT COORDINATOR, DEPUTY COORDINATORS, AND COMMANDERS:

The MERIT Coordinator, Deputy Coordinators, and Commanders will be appointed by the Executive Board and shall serve at their discretion.

The MERIT Coordinator will act as a liaison to all the member agencies in overseeing the day-to-day affairs of MERIT, particularly during inactive periods.

The MERIT Coordinator shall be assisted by the three Deputy Coordinators. A Deputy Coordinator shall serve as the Coordinator during those instances in which the Coordinator is unavailable.

OPERATIONS POLICY

The MERIT Coordinator shall:

- Ensure the maintenance of pertinent call-out information, i.e. contact names and phone numbers at member agencies.
- Disseminate reports, including summaries of MERIT activations. Compile an annual report on a calendar year basis for distribution to all members.
- Disseminate a statistical analysis of MERIT activations, arrests, clearances, critical incidents, and results of investigations.
- At the direction of the Executive Board, and in conjunction with the component supervisor, develop or arrange training for MERIT members.
Oversee financial expenditures relating to MERIT by providing documentation to the Executive Board for approval prior to expenditures being made, except in an emergency where the approval of the President or the President's designee is authorized. Prepare fiscal reports to be distributed at the Executive Board quarterly meetings and the annual membership meeting.
- Maintain all records of MERIT.
- Consult with the Executive Board and advise them of the status of ongoing MERIT operations.

COMPONENT COMMANDERS:

Component Commanders will be appointed by the Executive Board and shall serve at their discretion. The Deputy Coordinator overseeing Major Crash Reconstruction and IMAT shall serve as the Planned Events Component Coordinator.

The Commander of each component will:

- Maintain pertinent call-out information, i.e., contact names and phone numbers at member agencies.
- Oversee equipment assigned to the component.
- Ensure the preparation all reports, including summaries of MERIT activations.
Maintain a statistical analysis of MERIT activations, arrests, and clearances, by-products of the investigation, man-hours expended, leads investigated, and interviews conducted.
- At the direction of the Executive Board, develop or arrange training for MERIT members.

TRAINING:

Members of MERIT will be trained by the member agency, so that each will be able to handle any facet of a MERIT Operation. MERIT training may be provided to supplement and update departmental training, with the goal of enhancing MERIT. Lesson plans for MERIT component training will be approved by the Executive Board through the MERIT Coordinator. Component Commanders are responsible for maintenance of MERIT component training records. All MERIT lesson plans, training records, and related documents created for MERIT remain the property of MERIT and must be authorized for use outside of MERIT by the Executive Board.

PROCEDURES FOR ACTIVATION OF MERIT:

MERIT activations are considered the highest priority and take precedence over normal duty assignments. However, MERIT recognizes the need for member agencies to maintain sufficient staffing levels, and as such does not require an agency to immediately release a component member if doing so would compromise that agency's effectiveness. Member agencies are expected to make every effort to replace and release on-duty component members as soon as possible. Component members will become subordinate to the component supervisor until the termination of the activation.

OPERATIONS POLICY

Patrol supervisors from member jurisdictions have the authority to request the activation of a MERIT component. The request to activate a component can be made by contacting the designated PSAP or MERIT Coordinator.

The Lombard Police Department will notify the component commander of the request. The component commander will review the request and, if appropriate, authorize the activation of the component.

Requests for assistance for Planned Events should go directly to the Deputy Coordinator overseeing same. Requests for the Computer Forensics component may be made by directly contacting the component Commander. The MERIT Chairperson, or designee, must authorize a response request from a non-member agency.

The Chairperson of the Executive Board shall have the authority to authorize the activation and deployment of a MERIT component in those instances not expressly permitted by policy, if doing so is based on an exigent need and all other law enforcement resources have been depleted or are not available.

COMMAND STRUCTURE DURING ACTIVATIONS:

The requesting agency incident commander during any MERIT activation shall be designated by the Chief Executive Officer of the requesting agency. The command structure utilized by any MERIT component during an activation will be consistent with that component's operations policy.

FISCAL YEAR:

The fiscal year of MERIT shall be from May 1st to April 30th.

DUES:

Annual dues shall be \$4,000. Annual dues shall be invoiced prior to May 15th. Dues must be paid by June 30th of the applicable fiscal year. Changes to the annual membership dues of MERIT by the Executive Board shall be approved by majority roll-call vote by the participating member agencies CEO at the annual membership meeting.

PERIODIC POLICY REVIEW:

The MERIT Executive Board will review this policy annually and recommend changes as necessary. Changes to the bylaws must be approved by the MERIT member agencies in the manner outlined in the "Rules of Order".

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

Recitals

This Intergovernmental Police Service Assistance (IPSA) Agreement is executed, in multiple counterparts, by the public agency shown upon last page hereof on the date that is set forth on the last page of this (IPSA) for the uses and purposes set forth herein.

Whereas, the undersigned public agency of the state of Illinois does hereby declare that it is in the best interest of the signatory public agency to make provision for law enforcement mutual aid in the event the undersigned public agency should need law enforcement mutual aid, and;

Whereas, the undersigned public agency of the State of Illinois recognizes that law enforcement mutual aid is most effective if those public agencies who could potentially benefit from law enforcement mutual aid are willing to provide law enforcement mutual aid to other public agencies who are willing to enter into a mutual aid agreement such as this Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement mutual aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 2020/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), and;

Whereas, in order to have an effective law enforcement mutual aid system, it is reasonable and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement mutual aid by and among signatory public agencies to the Intergovernmental Police Service Assistance (IPSA) Agreement, and;

Whereas, this IPSA is made in recognition of the fact that natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a given public agency; each public agency which signs a copy of this IPSA intends to aid and assist the other participating public agencies during an emergency or disaster by temporarily assigning some of the responding public agencies resources, equipment and/or law enforcement personnel to the requesting public agency as circumstances permit and in accordance with the terms of this IPSA; the specific intent of this IPSA being to safeguard the lives, persons and property of citizens of the County of DuPage and the State of Illinois during an emergency, law enforcement need, or disaster by enabling other public agencies to provide additional resources, equipment and/or law enforcement personnel as needed and;

Whereas, the establishment of MERIT, as described below, eliminates the need for and will combine existing IPSA organizations, FIAT and the MCTF under MERIT'S authority enhancing intergovernmental law enforcement capacity and communication while further promoting efficient operational structure to enhance positive public safety outcomes for the citizens of its members in a cost effective manner.

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

Whereas all units of local government signing this Agreement shall be referred to herein as Participating Agencies.

Now, therefore, the undersigned public agency does hereby enter into this IPSA with each and every other public agency which signs a counterpart copy of this IPSA and agrees and contracts as follows:

Section 1. **Incorporation of Recitals.**

The foregoing Recitals are incorporated herein and shall constitute material elements of this IPSA Agreement.

Section 2. **Purpose.**

Participating Agencies recognize that in certain situations the lawful use of law enforcement personnel and equipment to perform law enforcement duties outside of the territorial limits or jurisdiction of that unit of local government is desirable and reasonable in order to promote the preservation and protection of the health, safety and welfare of the public.

Section 3. **Power and Authority.**

A. **Rendering and Requesting Aid.** Each Participating Agency agrees that all other Participating Agencies and their employees rendering aid or assistance under this agreement shall be vested with the same jurisdictional powers and authority as the Participating Agency and its employees to which they are rendering aid or assistance, even should that unit of local government's boundaries extend beyond the geographic boundaries of DuPage County. Each "Participating Agency" approving this IPSA Agreement) agrees to render and request mutual law enforcement personnel, equipment, resources and facilities ("Resources") to and from other Participating Agencies to the extent such Resources not required for adequate protection of the Participating Agency. The discretionary judgment of each Participating Agency, by its police chief, director of public safety or his/her designee, as to the amount of its resources available to render aid shall be final.

B. **Command and Employment.** Law enforcement personnel of a Participating Agency commanded by their superior authority to perform duties under this IPSA Agreement within the jurisdiction of a requesting Participating Agency shall be under the direction and authority of the chief law enforcement officer, or his or her designee, of the requesting Participating Agency. However, at all times such law enforcement personnel from a responding Participating Agency shall remain employees of the responding Participating Agency and such Agency shall be solely responsible for all compensation, benefits, and insurance coverages owed such employees.

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

C. Reimbursement. Except as otherwise agreed to in writing between a requesting and responding Participating Agency, all Resources provided under this IPSA Agreement shall be provided without reimbursement to the responding Participating Agency from the requesting Participating Agency.

D. Withdrawal or Termination: Any Participating Agency may withdraw or terminate its participation in this Agreement upon sixty (60) day written notice to The MERIT board's chairperson. All annual fees payable to MERIT shall be paid prior to the effective date of withdrawal or termination and shall not be refunded or prorated: the obligation being annual regardless of the date of withdrawal or termination.

E. MERIT Member Termination. The chairperson may terminate a Participating Members membership in Merit upon 60 days written notice to the Participating Member of its failure or refusal to pay its annual fees. If a Participating Agency becomes a Requesting Participating Agency before the expiration of the 60 days it shall be obligated to pay MERIT the full annual fee for that year.

F. Dissolution. The Executive Board may vote to dissolve the MERIT Organization in accordance with the provisions stated herein. Dissolution may be considered at a regular meeting or special meeting called for consideration of the dissolution. A quorum of all directors of the MERIT Organization must be in attendance at any regular or special meeting at which dissolution is considered. Dissolution must be approved by a two-thirds vote of the directors in attendance. All participating agencies shall be given fourteen days' notice of the meeting date where the dissolution vote is on the agenda. Dissolution will not become effective until 90 days from the date the Resolution of Dissolution is adopted. The chairperson will immediately notify all members of the MERIT Organization of the dissolution. The Chairperson shall be authorized to effect the dissolution of the MERIT Organization upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the MERIT Organization.

Section 4. Insurance and Indemnification.

A. Insurance. Each Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency, its Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

1. 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.

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
 4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
 5. The above listed minimum amounts of coverage shall not apply to self-insured Agencies.
- B. Indemnification. Each Participating Agency agrees that it shall be responsible for defending itself and indemnifying its own officers or employees in any action or dispute arising in connection with, or as a result of, this IPSA Agreement bought by non-party's to the Agreement. The requesting Participating Agency also agrees that this IPSA Agreement shall not give rise to any liability or responsibility for the failure of any other Participating Agency to respond to any request for assistance.
- C. Reciprocal waiver and release. Except as provided in subsection D of this Section 4, each Participating Agency hereby waives, releases, and discharges all other Participating Agency's from any and all claims, actions, causes of action, injuries, deaths, costs or expenses resulting from any actionable error or omission of that Participating Agency in its performance of this Agreement at the request of a requesting Participating Agency.
- D. Defense. In the event that DuPage Metropolitan Emergency Response and Investigation Team (MERIT) 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 Participating Agency requesting aid shall be responsible, at its sole cost, for the defense of MERIT in such lawsuit, claim or action.

Section 5. DuPage Metropolitan Emergency Response and Investigation Team

- A. Authority. The DuPage Metropolitan Emergency Response and Investigation Team (MERIT) shall carry out the mutual aid roles and responsibilities of the Participating Agencies and is not a separate, independent public agency under 5 ILCS 220/2. All Participating Agencies shall be members of The DuPage Metropolitan Emergency Response and Investigation Team. The DuPage Metropolitan Emergency Response and Investigation Team shall be governed by an Executive Board that shall be responsible for developing bylaws, rules, and regulations to carry out the terms and conditions of this IPSA Agreement provided such rules and regulations are not inconsistent with the terms of this IPSA Agreement. Participating Agencies agree to abide by all rules and

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

regulations properly adopted and approved by The DuPage Metropolitan Emergency Response and Investigation Team Executive Board. Each Participating Agency agrees not to hold itself out as an agent of The DuPage Metropolitan Emergency Response and Investigation Team and will instruct each of its employees that they are not to hold themselves out as employees or agents of The DuPage Metropolitan Emergency Response and Investigation Team.

- B. A copy of MERIT's initial by-laws are attached hereto and incorporated herein as if fully set forth a group exhibit 1. The by-laws may be amended by MERIT's executive board, without amendment of this Agreement in accordance with the terms of those by laws, except that amendments to the by-laws which increase MERIT's budget and result in a request to a Participating Agency for an increased payment shall not become effective until approved in the sole discretion of the corporate authorities of the Participating Member. If the Corporate Authorities of a Participating Member refuse or fail to pay a budget obligation to MERIT, the Chairperson shall proceed with termination as Set forth in Section 3 E.
- C. Executive Board. The MERIT Executive Board shall consist of twelve (12) persons comprised of the following:
- a. The MERIT Coordinator and three Deputy Coordinators.
 - b. The DuPage County Sheriff
 - c. Five (5) Chief Executive Officers from Participating Agencies.
 - d. A current Executive Board member of the DuPage County Chiefs of Police Association.
 - e. DuPage County States Attorney Designee (non-voting member).

Section 6. Effective Date and Term. This IPSA Agreement shall become effective upon its adoption by ordinance by at least two units of local government. Upon adoption of an ordinance approving this IPSA Agreement, a unit of local government shall be deemed a Participating Agency. Additional units of local government may become Participating Agencies upon prior approval of the MERIT Executive Board which approval shall not be unreasonably withheld.

Section 7. General Conditions.

- A. Amendment. No amendment or modification to this IPSA Agreement shall be effective unless and until the amendment or modification is in writing and properly approved by each Participating Agency.
- B. Binding Effect and Assignment. The rights and obligations in this IPSA Agreement bind the Participating Agencies and may not be assigned or transferred.
- C. Third Party Beneficiary. There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be

METROPOLITAN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT) OF DUPAGE COUNTY

interpreted or deemed to constitute a waiver or compromise of any and all statutory or common law immunities or privileges available to Participating members, their employees, agents and assigns, which are asserted by all Participating Members to the full extent allowed by law.

- D. Governing Laws and Venue. This IPSA Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. The exclusive venue for the enforcement of the provisions of this IPSA Agreement or its construction or interpretation shall be in a court of law located in DuPage County, Illinois.
- E. Entire Agreement. This IPSA Agreement constitutes the entire agreement between the Participating Agencies and supersedes all prior agreements and negotiations between them, whether written or oral relating to the subject matter of this IPSA Agreement.
- F. Waiver. The failure of a Participating Agency to exercise at any time any rights under this IPSA Agreement shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a Participating Agency's right to enforce such rights or any other rights.

SIGNATURE PAGES ATTACHED

**METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION
TEAM (MERIT) OF DUPAGE COUNTY**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year above written.

VILLAGE OF XXXXXXXXXXXXX

By:

XXXXXXXXXXXXXXXXXX
Mayor

Date

Attest:

XXXXXXXXXXXX
Village Clerk

Date

METROPOLITAIN EMERGENCY RESPONSE & INVESTIGATION TEAM (MERIT)

By:

Chairperson of the MERIT Executive Board

Date

By:

Vice Chairperson of the MERIT Executive Board

Date