# VILLAGE OF STICKNEY



**Jeff Walik** 

Village President

Jim Hrejsa Tim Kapolnek 6533 West Pershing Road Stickney, Illinois 60402-4048 Phone - 708-749-4400 Fax - 708-749-4451

**Village Trustees** 

Mitchell Milenkovic Sam Savopoulos

REGULAR MEETING BOARD OF TRUSTEES Stickney Village Court Room 6533 W. Pershing Road Leandra Torres Jeff White



Audrey McAdams Village Clerk

Tuesday, November 1, 2022

7:00 p.m.

**Meeting Agenda** 

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approve Minutes of Previous Regular Meeting
- 5. Authorize Payment of Bills
- 6. Pass and Approve Ordinance 2022-20, "An Ordinance Authorizing and Approving an Intergovernmental Agreement Authorizing the Participation in the West Suburban Major Crime Task Force"
- 7. Report from the Mayor
- 8. Report from the Clerk
- 9. Trustee Reports/Committee Reports
- **10. Reports from Department Heads**
- **11. Public Comments**
- 12. Adjournment

Posted October 28, 2022

#### October 18, 2022

The Board of Trustees of the Village of Stickney met in regular session on Tuesday, October 18, 2022, at 7:03 p.m. in the Stickney Village Hall, 6533 W. Pershing Road, Stickney, Illinois.

Upon the roll call, the following Trustees were present: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa

Trustee Hrejsa moved, duly seconded by Trustee Torres to approve the minutes of the previous regular session on Tuesday, October 4, 2022.

Upon the roll call, the following Trustees voted: Ayes: Trustees White, Milenkovic, Torres, Kapolnek and Hrejsa Nays: None Present: Trustee Savopoulos Mayor Walik declared the motion carried.

Trustee White moved, duly seconded by Trustee Savopoulos that the bills, approved by the various committees of the Board, be approved for payment, and to approve warrants which authorize the Village Treasurer to draw checks to pay the bills, to be signed by the authorized signers, as provided for by the Ordinances of the Village of Stickney.

Upon the roll call, the following Trustees voted: Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa Nays: None Mayor Walik declared the motion carried.

Trustee Torres moved, duly seconded by Trustee Hrejsa to approve the motion to hire one (1) Probationary Police Officer Robert Joseph Walik.

Upon the roll call, the following Trustees voted: Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa Nays: None Mayor Walik declared the motion carried.

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Trustee Savopoulos moved, duly seconded by Trustee White to Pass and Approve Ordinance 2022-18, "An Ordinance Authorizing and Approving a Memorandum of Understanding Between the Cook County Sheriff's Office and the Village of Stickney Regarding the Sheriff's Treatment Response Team"

Upon the roll call, the following Trustees voted: Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa Nays: None Mayor Walik declared the motion carried.

Prior to the vote, Police Chief Sassetti explained that this puts us in compliance with the Safety Act that takes effective January 1, 2023. We are required to have clinical, medical and professionals to be on call in case we respond to any calls where there could be emotional or drug issues. We will be partnering with the Cook County Sheriff's Police Department TRT team. They will provide us with an iPad where we can Zoom into a twenty-four hour per day medical professional that can give advice

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and if need be, give a referral. This allows us to comply. This service is free of charge to the Village.

Trustee Milenkovic moved, duly seconded by Trustee Kapolnek to Pass and Approve Ordinance 2022-19, "An Ordinance Approving Certain Variances Related to the Operation of a Freight Terminal at 4400 Ridgeland Avenue"

Upon the roll call, the following Trustees voted:

Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa Nays: None

Mayor Walik declared the motion carried.

Prior to the vote, Stickney Building Inspector Josh Beriak explained this zoning request came into the Zoning Board a couple of months back. It is to benefit the residents that live along that 43<sup>rd</sup> Street area where the business stacks containers. They supplied some noise as well beautification plans such as a fence and some other ideas to control noise and dust to help the residents.

Trustee Kapolnek moved, duly seconded by Trustee Torres to Approve Resolution 18-2022, "A Resolution Authorizing and Approving a Certain Proposal from Air Comfort for the Purchase of an HVAC System for the Village of Stickney Fire Department"

Upon the roll call, the following Trustees voted: Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa Nays: None Mayor Walik declared the motion carried.

Prior to the vote the Mayor remarked that this HVAC went out three or four months ago. We did our work and bidding process. Fire Chief Boyajian said the equipment has been ordered.

Trustee White moved, duly seconded by Trustee Savopoulos to Approve Resolution 19-2022, "A Resolution Authorizing and Approving a Certain Proposal From Stanley Convergent Security Solutions, Inc. for the Purchase of an Access Control System for the Village of Stickney"

Upon the roll call, the following Trustees voted: Ayes: Trustees White, Savopoulos, Milenkovic, Torres, Kapolnek and Hrejsa Nays: None Mayor Walik declared the motion carried.

MAYOR'S REPORT: The Mayor congratulated his son for becoming a Stickney Police Officer. He told us how hard he worked for it. He even went for his power test without telling him. A couple of years ago he asked his son what he wanted to do. He was told he wanted to become the police. There was a vacancy that came up and Robert was first on the list. He was first on the written and oral test. He will be sworn In tomorrow at 6:00 p.m. In addition: The Mayor gave Trustee James Hrejsa his trustee badge. The Mayor raved about the amazing Haunted Hayride and bonfire.

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There were 300 snacks and hot dogs. He thanked the volunteers and departments and especially Trustee Hrejsa for putting together the acts for the hayride.

<u>CLERK'S REPORT</u>: October is Breast Cancer Awareness Month. Clerk McAdams gave important statistics concerning breast cancer in women and men and the importance of screening.

All trustees congratulated Robert Joseph Walik on becoming a Stickney Police Officer.

<u>Trustee White</u>: We were told that at the last board meeting that we had we were considering a contract with Consolation Energy for our gas service for our pump station. We did sign a contract for \$.65 ½ per therm. We were at \$1.22 per therm.

<u>Trustee Milenkovic:</u> We will be starting up our Operation Support Our Troops drive again. This is where we collect items to send out to the troops and military personnel around the world. There is a list of suggested items needed in the foyer. It is also on the internet, Facebook and the electronic sign in the front of our Village Hall. On November 30<sup>th</sup> we will end the collection. We gather things in the front foyer and transfer them to a warehouse in Lisle.

<u>Trustee Torres:</u> The pumpkin patch set up received help from many resources. It was so windy all the number tags blew off. A special thank you was given to the Mayor and Trustee Savopoulos for supplying the 300 pumpkins. We sold over 550 tickets for the hayride. The kids got necklaces, candy, hot chocolate, hamburgers and much more. It was a group effort from all departments. Trustee Hrejsa did an outstanding job with the scary acts for the hayride.

<u>Trustee Kapolnek:</u> We were told about a fund raiser spaghetti dinner at Saint Pius on Sunday, October 23.

<u>Trustee Hrejsa</u>: We received a tremendous amount of help from people. There were Boy Scouts and soccer people. People showed up with chain saws and power tools. Public Works did an excellent job preparing spots for the acts in the forest. We were reminded that Veterans Day is coming up.

#### **DEPARTMENT REPORTS:**

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Fire Chief Jeff Boyajian: Congratulations were given to new Police Officer Robert Joseph Walik. We were told of the fires that the department fought this week. One person perished at a Cicero fire that was started with candles. They had a call for a CO (carbon monoxide) alarm. They spent some time there trying to find the source. It was discovered that a truck had been running in the attached garage. A warning was given to people about running a vehicle in the garage. In addition, we were told that the fire department has been going out to schools to educate people about Fire Prevention Month. Next week the smoke trailer will go out to both schools.

<u>Police Chief James Sassetti</u>: He congratulated Officer Adam Guzman from our night shift. He received an award from AAIM, Alliance Against Intoxicated Motorists for the outstanding job he has done with DUI enforcement. Finally, the call summary to our call center was given. There were 1,560 calls for September. This was the highest call volume to date. We were responsible for 21% of the calls that came into the dispatch center. Every call that comes in generates a call.

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<u>Public Works Director Joe Lopez:</u> We were told that the speed signs are located by both schools.

There being no further business, Trustee White moved, duly seconded by Trustee Savopoulos that the meeting be adjourned. Upon which the Board adopted the motion at 7:33 p.m.

Upon the roll call, the following Trustees voted: Ayes: Trustee White, Milenkovic, Kapolnek, Torres and Hrejsa Nays: None Absent: Trustee Savopoulos

Mayor Walik declared the Motion carried

Respectfully submitted,

,2022

Audrey McAdams, Village Clerk

Approved by me this day of

Jeff Walik, Mayor

#### Village of Stickney

#### Warrant Number 22-23-12

EXPENDITURE APPROVAL LIST FOR VILLAGE COUNCIL MEETING ON November 1, 2022

Approval is hereby given to have the Village Treasurer of Stickney, Illinois pay to the officers, employees, independent contractors, vendors and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

01 CORPORATE FUND		161,085.66
02 WATER FUND		205,619.34
03 MOTOR FUEL TAX FUND		-
05 1505 FUND		1,299.98
07 POLICE REVENUE SHARING FUND		-
08 CAPITAL PROJECTS FUND		-
09 BOND & INTEREST FUND	_	
	Subtotal:	368,004.98
General Fund Payroll	10/28/2022	232,963.05
Water Fund Payroll	10/28/2022 _	18,430.53
	Subtotal:	251,393.58

Total to be Approved by Village Council 619,398.56

Approvals:

Jeff Walik, Mayor

Audrey McAdams, Villåge Clerk

Treasurer

#### VOS\_41665\_Village of Stickney

Check/Voucher Register - Check Register 01 - General Fund From 10/14/2022 Through 10/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
506098	Casino Group Inc.	10/14/2022	1,205.00
506099	Jon C. O'Dowd	10/14/2022	476.29
506100	Aero Removals	10/17/2022	400.00
506101	Airgas USA LLC	10/17/2022	735.15
506102	ANDERSON PEST SOLUTIONS	10/17/2022	135.35
506103	Bell Fuels, Inc.	10/17/2022	524.40
506105	Brookfield Auto Center	10/17/2022	8,525.65
506106	Citizens Bank	10/17/2022	3,875.39
506109	Comcast	10/17/2022	225.88
506111	CPURX, Inc.	10/17/2022	220.00
506112	CWF Restoration	10/17/2022	650.00
506113	Douglas P. Czech	10/17/2022	61.35
506114	Dearborn National	10/17/2022	1,191.73
506115	Deece Automotive	10/17/2022	1,040.00
506116	Illinois Homicide Investigators Associat	10/17/2022	300.00
506117	INDUSTRIAL/ORGANIZATIONAL SOLU	10/17/2022	1,844.00
506118	Johnson Controls Security Solutions	10/17/2022	5,814.67
506119	Konica Minolta Business Solutions U.S	10/17/2022	119.90
506120	Laner Muchin	10/17/2022	700.00
506122	Lenny's Gas N Wash Cicero and Pershi	10/17/2022	520.55
506124	Municipal Emergency Services	10/17/2022	1,404.51
506125	Municipal Web Services	10/17/2022	270.00
506127	Occupational Health Centers of Illinois,	10/17/2022	138.00
506128	O'Reilly First Call	10/17/2022	280.46
506120	RAY O'HERRON CO. INC.	10/17/2022	280.40
506130	Schelli Reporting Service, Ltd.	10/17/2022	1,128.25
506130	Sirchie Acquisition Company LLC	10/17/2022	220.14
506132	South Euclid Police K9 Foundation		
506132	The Eagle Uniform Co.	10/17/2022	325.00
506135	Tire Services	10/17/2022	702.25
		10/17/2022	15.00
506135		10/17/2022	760.68
506136	WASTE MANAGEMENT	10/17/2022	31,655.64
506137	BLUE CROSS BLUE SHIELD	10/20/2022	70,933.82
506138	Artistic Engraving	10/24/2022	396.75
506139	Autotime	10/24/2022	631.18
506140	B and B Maintenance, Inc	10/24/2022	1,560.00
506141	Canon Financial Services, Inc.	10/24/2022	1,221.00
506142	CDW Government	10/24/2022	853.44
506143	CHICAGO COMMUNICATIONS, LLC	10/24/2022	520.00
506144	Comcast	10/24/2022	294.85
506145	DEL GALDO LAW GROUP LLC	10/24/2022	10,276.25
506146	Ghost Patch	10/24/2022	318.00
506147	GW & Associates PC	10/24/2022	4,500.00
506148	IAFC Membership	10/24/2022	265.00
506149	Illinois State Police	10/24/2022	28.25
506150	Infinity Signs	10/24/2022	2,181.11
506151	Johnson Controls Security Solutions	10/24/2022	491.29
506153	Municipal Emergency Services	10/24/2022	277.25
506154	NFPA	10/24/2022	102.00
506155	Secretary of State	10/24/2022	302.00
506156	Shark Shredding, Inc.	10/24/2022	148.50
506157	S & S Industrial Supply	10/24/2022	38.28

Total 01 - General Fund

161,085.66

VOS\_41665\_Village of Stickney Check/Voucher Register - Check Register 02 - Water Fund From 10/14/2022 Through 10/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
506103	Bell Fuels, Inc.	10/17/2022	262.20
506104	Berwyn ACE Hardware	10/17/2022	107.68
506106	Citizens Bank	10/17/2022	1,278.92
506107	City of Chicago	10/17/2022	195,531.84
506108	Clear View	10/17/2022	560.00
506110	ComEd	10/17/2022	22.52
506118	Johnson Controls Security Solutions	10/17/2022	199.90
506121	Lehigh Hanson	10/17/2022	2,385.45
506123	Menards - Hodgkins	10/17/2022	187.52
506126	NICOR GAS	10/17/2022	278.87
506128	O'Reilly First Call	10/17/2022	140.22
506147	GW & Associates PC	10/24/2022	4,500.00
506152	K-Five Hodgkins, LLC	10/24/2022	164.22
	Total 02 - Water Fund		205,619.34

#### VOS\_41665\_Village of Stickney

Check/Voucher Register - Check Register 05 - 1505 Fund From 10/14/2022 Through 10/31/2022

Check Number	Vendor Name	Effective Date	Check Amount
506106	Citizens Bank	10/17/2022	1,299.98
	Total 05 - 1505 Fund		1,299.98
Report Total			368,004.98

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#### ORDINANCE NO. 2022-20

#### AN ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT AUTHORIZING THE PARTICIPATION IN THE WEST SUBURBAN MAJOR CRIME TASK FORCE

**WHEREAS**, the Village of Stickney (the "Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs, and to review, interpret and amend its ordinances, rules and regulations; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) (the "Act") authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

**WHEREAS,** the Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

**WHEREAS**, the Village and the West Suburban Crime Task Force ("WESTAF") are public agencies under the laws of the State of Illinois dedicated to the protection of residents; and

WHEREAS, the participating members of WESTAF provide mutual police aid to the requesting member or agency by assisting and providing a task force system of mutual investigative aid among members of the WESTAF; and

WHEREAS, the Village desires to enter into and approve an Intergovernmental Agreement (the "Agreement"), attached hereto and incorporated herein as Group Exhibit A, whereby the Stickney Police Department will partner with the WESTAF for mutual aid in accordance with the Agreement and the bylaws of WESTAF, attached hereto and incorporated herein as part of Exh8ibit A, in order to best serve the needs of the Village and its residents; and

WHEREAS, WESTAF has provided the Village with three (3) invoices (the "Invoices"), attached hereto and incorporated herein as Group Exhibit B, in order to participate as a member of WESTAF; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Board," and together with the President, the "Corporate Authorities") have determined that it is necessary, advisable and in the best interests of the Village and its residents to enter into and approve an agreement with substantially the same terms as the terms of the Agreement and to authorize the payment of the Invoices; and

WHEREAS, the President is authorized to enter into and the Village Attorney (the "Attorney") is authorized to revise agreements for the Village making such insertions, omissions and changes as shall be approved by the President and the Attorney; and

### NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF STICKNEY, COOK COUNTY, ILLINOIS, as follows:

**SECTION 1: RECITALS.** The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

**SECTION 2: PURPOSE.** The purpose of this Ordinance is to authorize the President or his designee to enter into the Agreement whereby the Village will partner with the WESTAF in order to provide and receive mutual police investigative aid, to approve the payment of the Invoices, and to further authorize the President or his designee to take all steps necessary to carry out the terms and intent of this Ordinance and to ratify any steps taken to effectuate those goals.

**SECTION 3: AUTHORIZATION**. The Board hereby authorizes and directs the President or his designee to authorize, enter into and approve the Agreement in accordance with its terms, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Ordinance. The Board further authorizes and directs the President or his designee to execute the Agreement with such insertions, omissions and changes as shall be approved by the President and the Attorney. The Board further authorizes the payment of the Invoices. The Village Clerk is hereby authorized and directed to attest to and countersign the Agreement and any other documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to and consummate the purpose of this Ordinance and shall take all action necessary in conformity therewith.

**SECTION 4. HEADINGS.** The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

**SECTION 5. SEVERABILITY.** The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**SECTION 6. SUPERSEDER.** All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**SECTION 7. PUBLICATION.** A full, true and complete copy of this Ordinance shall be published in pamphlet form or in a newspaper published and of general circulation within the Village as provided by the Illinois Municipal Code, as amended.

**SECTION 8. EFFECTIVE DATE.** This Ordinance shall be effective and in full force immediately upon passage and approval as provided by law.

PASSED this \_\_\_day of \_\_\_\_\_, 2022. AYES: NAYS: ABSENT: ABSTENTION: APPROVED by me this \_\_\_ day of \_\_\_\_\_, 2022.

Jeff Walik, President

ATTESTED AND FILED in my office this \_\_\_ day of \_\_\_\_\_, 2022.

Audrey McAdams, Village Clerk

#### **GROUP EXHIBIT A**

#### INTERGOVERNMENTAL AGREEMENT FOR WEST SUBURBAN MAJOR CRIME TASK FORCE (WESTAF)

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This Agreement entered into by and between the Villages of Einwood Park, Forest Park, Franklin Park, Harwood Heights, Norridge, Oak Park, River Forest, River Grove, Schiller Park, the City of Northlake and Triton College, a public community college district, all of which are "Public Agencies", as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 st seq.).

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Sections 11-1-2.1 and 1-4-6 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1 and 65 ILCS 5/1-4-6 at seq.), the foregoing Public Agencies enter into this Intergovernmental Agreement in order to obtain and share police services and combine resources in the investigation of certain crimes; and

WHEREAS, the participating units of local government and Triton College deem it in the best interest of their respective residents, visitors, students and personnel to enter into this Intergovernmental Agreement for the purpose of giving mutual police aid to the requesting agency by assisting and providing a task force system of mutual investigative aid among members of the West Suburban Major Crime Task Force (WESTAF) under the terms and conditions as set forth herein and in the "By-Laws of the West Suburban Major Crime Task Force" attached hereto.

NOW, THEREFORE, in consideration of the mutual and several promises, covenants and understandings contained herein, the foregoing Public Agencies agree as follows:

1. <u>Incorporation of Recitals</u>: The foregoing recitals are hereby incorporated as if fully recited herein.

2. <u>Purpose of Agreement</u>: 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 and assistance is provided through the Intergovernmental cooperation of the Participating Agencies.

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 share of actual benefit than other members. The purpose of entering into this 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.

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A requesting agency may receive federal or state disaster relief for particular incident during which another member provided mutual aid. It is the intent of this organization that in such an event the mamber receiving disaster relief will give due consideration to reimbursing aiding members for costs incurred so that no member will be enriched to the detriment of a fellow member.

3. Definitions: For purposes of this Intergovernmental Agreement the following terms shall have the meanings ascribed to them:

a. Participating Agency: Those agencies having approved the By-Laws and whose corporate authorities have approved and authorized the execution of this Intergovernmental Agreement;

b. Agreement: Intergovernmental Agreement for West Suburban Major Crime Task Force;

c. Task Force Agreement: By-Laws of the West Suburban Major Crime Task Force as adopted by the membership on July 18, 2001 and as from time to time amended.

d. Police Assistance: That assistance provided by a participating agency to any other participating agency as authorized in the Task Force Agreement;

e. Requesting Agency: A participating agency requesting police assistance authorized by the Task Force Agreement;

f. Assisting Agency: A participating agency providing police assistance as authorized in the Task Force Agreement;

g. Chief of Police: The highest ranking law enforcement officer or chief law enforcement officer of a participating agency or his or her designee.

4. <u>Rights of Participating Agency</u>: 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 Chief of Police of each respective participating agency.

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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.

B. Any participating agency may render aid to any one or more participating agency to the extent available personnel and equipment are not required for the adequate protection of the aiding agency. The judgment of the Chief of Police of the aiding agency, or his/her designee, as to the amount of personnel and equipment available to the requesting agency, shall be final.

C. The Chief of Police of the requesting agency shall be entitled to 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 agancy 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.

5. <u>Authority of Sworn Police Personnel</u>: Any sworn police officers providing police assistance to a requesting agency under this Agreement shall have all of the powers of police officers of any requesting agency, including the power of arrest, and are subject to the direction of the Chief of Police of a requesting agency.

6. <u>Compensation Between Participating Agencies:</u>

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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. 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 assistance to the requesting agency. The payment of such costs shall be at the discretion of the corporate authorities of the requesting agency.

7. Responsibilities of Participating Agencies:

A. Responsibility for Employees. Each participating agency shall assume all responsibility for the actions of its sworn or civilian personnel acting pursuant to this Intergovernmental Agreement, both as to indemnification of sworn or civilian personnel 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 agency's respective corporate limits.

B. Compensation of Employees. Each participating agency shall be solely and exclusively responsible for the payment of any and all benefits to all of its swom or civilian personnel acting pursuant to this Intergovernmental 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.

8. Governing Board: Operation Plan:

A. The Chief of Police of each participating agency shall constitute a governing board of the participating agency.

B. The governing board shall establish an operation plan of implementing this Agreement, including but not limited to requesting, rendering and receiving sid. The operation plan shall be reviewed, updated and evaluated at regular intervals.

9. Execution of By-Laws: Each participating Public Agency hereby authorizes and directs its Chief of Police to execute, on behalf of his or her respective Public Agency, the By-Laws of the West Suburban Major Crime Task Force. A copy of said By-Laws are attached hereto and marked as Bxhibit "A" and made a part hereof.

10. <u>General Provisions</u>:

A. This Agreement shall be in full force and effect and 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 each participating agency. Any amendment not adopted and approved by all participating agencies shall not be effective. The effective date of any amendment shall be the date as of which all participating agencies have 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 participating in the Agreement. Certified copies of such resolution shall be filed with the clerk of other appropriate official of all other participating agencies within thirty (30) days of its passage.

IN WITNESS hereof this Agreement has been duly executed by each participating agency as of the date noted.

day of lestonan 2001 This /7

VILLAGE OF ELMWOOD PARK By

Village President

**ATTEST:** 

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This 18 day of SEARMARE, 2001

VILLAGE OF FOREST PARK

illago President MANAR

ATTEST:

This 18 day of 2001 VIIJ GE OF FRANKLIN PARK flage President

This The day of SEPT 200!

VILLAGE OF HARWOOD HEIGHTS

lage Pi dent

ATTEST:

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This \_\_\_\_\_\_\_ day of \_\_\_\_\_ 2001

CITY OF NORTHLAKE

By

ATTEST:

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This for day of December 2001

VILLAGE OF OAK PARK

By: Village Presiden

ATTEST:

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This 12-day of Variante 2001

VILLAGE OF NORRIDGE

President

ATTEST:

ATTEST:

Village Clerk

This 11th day of October 2001

VILLAGE OF RIVER FOREST

By: Village Président

ATTEST: alik Deputy Village Clerk

This Joth day of AUGUST , 2001 OF RIVER GROVE By: Village President

This 3Cih day of August , 2001

VILLAGE OF SCHILLER PARK

ATTEST:

By; Village President

ATTEST:

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<u>Uaulia X.</u> Village Clerk heut

This \_1\_ day of \_August \_\_\_\_, 2001

TRITON COLDEGE Β́v: Mark Stephens, Board Chairman It's Duly Authorized Agent

ATTEST:

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Irene Moskal DelGiudice, Board Secretary

TMB pp. July 16, 2001. A:TMB\Miscellaneous\West Suburban Major Crime Task Perce Age

This the day of hullary, 2003

VILLAGE OF BELLWOOD

Village President By:

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Village Clerk

2<sup>nd</sup> Addendum to WESTAF Intergovernmental Agreement

IN WITNESS hereof, this Agreement has been duly executed by each participating agency as of the date noted.

This <u>5</u> day of <u>DETOBER</u>, 2004

Village of Stone Park

Village President or Mayor

Attest:

By:

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Village Cler



Commander Lieutenant Mario Ricchio

Operations Supervisor Lieutenant Daniel Shulze

**Member Agencies** 

Bellwood police

Elmwood Park Police

Forest Park Police

Franklin Park Police

Harwood Heights Police

**Illinois State Police** 

N. .ake Police

Norridge Police

**Oak Park Police** 

**River Forest Police** 

**River Grove Police** 

Schiller Park Police

Triton College Police

## West Suburban Major Crimes Task Force

#### INTERGOVERNMENTAL AGREEMENT FOR WEST SUBURBAN MAJOR CRIMES TASK FORCE (WESTAF)

#### ADDENDUM AGREEMENT <u>CITY OF RIVERSIDE</u>

184 This day of 2005 Bv Village President/Mayor Attest:

Village Clerk

This 26 \_ day of talour 2008 CITY OF BERWYN By: (10) /illage President / Mayor lage Clerk Uty Clerk ATTES Village Člerk



This <u>274</u> day of <u>May</u>, 2008 VILLAGE OF MELROSE PARK By: <u>hul lengre</u> Village President/Mayor ATTEST: <u>Mul laventour</u> Alle. Village Clerk

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This 18th day of AUGUST, 2010

VILLAGE OF NORTH RIVERSIDE

By: Village President / Mayor ATTEST:

Village Clerk

This \_\_\_\_\_ day of \_\_\_\_\_, 2007

VILLA	GE OF WESTCHESTER	
Ву:	Village President / Mayor	-

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This \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2008

ATTEST: \_\_\_\_\_\_ Village Clerk

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This \_\_\_\_\_ day of \_\_\_\_\_, 2008

ATTEST: \_\_\_\_

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Village Clerk

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#### BY-LAWS OF THE WEST SUBURBAN MAJOR CRIMES TASK FORCE Adopted by the Membership on July 18, 2001 Revised January 23rd, 2018

#### Article I- Name and Purpose

<u>Section 1</u> This organization shall be known as the West Suburban Major Crimes Task Force (WESTAF).

<u>Section 2</u> The purpose of WESTAF is to provide a "task force" system of mutual aid among members for the investigation of the crimes of Homicide, Attempted Homicide, Home Invasion, Kidnapping, non-parental Kidnapping, Major Crash Investigation or as otherwise approved by the Board of Directors.

#### Article II- Authority

WESTAF is established by the West Suburban Police Assistance Consortium, pursuant to the Intergovernmental Police Assistance Agreement adopted by each of the member agencies.

#### **Article III- Membership**

<u>Section 1</u> The founding members of WESTAF are: Elmwood Park, Forest Park, Franklin Park, Harwood Heights, Northlake, Oak Park, River Forest, River Grove, Schiller Park and Triton College.

<u>Section 2</u> Other agencies may become members of WESTAF upon adoption of the Intergovernmental Police Assistance Agreement ("Agreement") by the corporate authority of the municipality or other governmental entity and approval by a two-thirds vote of the membership.

<u>Section 3</u> Members who fail to meet their obligations in accordance with the "Agreement" or with these By-laws may be suspended or expelled from membership by two-thirds vote of the membership.

<u>Section 4</u> A participant cost in the amount of 1,750.00 will be contributed annually by each member agency joining the Task Force, 500 of which can be payable in accordance with 625 ILCS 5/11-501.01(f), "Additional Administrative Sanctions" for Major Crash Unit use only. This participant cost will be held for any type of training or other expenses related to this Task Force, as approved by the Board of Directors. All monies collected for the Major Crash Unit shall be kept in a separate account to comply with 625 ILCS 5/11-501.01(f). The Board of Directors may increase or decrease the participant fee by a two-thirds vote of the membership. Participant fees will be collected at the start of each fiscal year, on or about July 1<sup>st</sup>.

<u>Section 5</u> Should any member choose to dissolve their participation in the Task Force, or for some reason is asked to forfeit their membership, the member department or the Task Force is required to provide a ninety day (90) written notice to the Board of Directors or the agency in question.

Upon separation from the Task Force, annual participant fees will be reimbursed to the member department under the following guidelines; Participant fees will be approximately prorated on a monthly basis starting July 1<sup>st</sup> of each fiscal year. For example, if an agency separates after eight months of participation in a given fiscal year, the remaining four months will be reimbursed.

#### Article IV- Board of Directors

<u>Section 1</u> The Board of Directors shall consist of the Chiefs of Police of the participating member agencies, and shall be the governing body of WESTAF, with authority to take all appropriate actions and to perform all duties to accomplish the purpose of WESTAF.

<u>Section 2</u> The Board of Directors shall insure the establishment of Operational Plans, of which these By-laws and subsequent policies or procedures are an integral part, to provide a task force system of mutual aid among members for the investigation of the crimes as outlined in Article I, Section 2, or as otherwise approved by the Board of Directors.

<u>Section 3</u> The Executive Committee of the Board of Directors shall consist of the Chairperson, Vice-Chairperson and Secretary-Treasurer, elected by the Board of Directors, and who shall hold office for a term of two years and 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.

#### Article V- Task Force Staff

<u>Section 1</u> The command staff of the Task Force shall include a Task Force Commander, Task Force Assistant Commander, Forensics Unit Director, Detective Unit Director and a Major Crash Unit Director, who shall be appointed by the Executive Committee and approved by a two-thirds vote of the membership. Other command staff positions, which may be established by the Board of Directors, shall also be appointed by the Executive Committee and approved by a two-thirds vote of the membership.

<u>Section 2</u> The operations staff of the Task Force shall consist of those police personnel assigned to the Task Force as Detectives, Forensic Investigators, Analysts, Major Crash Investigators, and other such classifications as may be established by the Board of Directors. Members of the operations staff shall be appointed by the command staff and approved by a two-thirds vote of the membership.

<u>Section 3</u> While functioning in the capacity as a WESTAF Detective, Forensic Investigator, Analyst, or Major Crash Investigator, all members/staff will continue to be, and will remain a member of their employing agency.

<u>Section 4</u> The functions, organizational chart, mission statement, duties and responsibilities of the Task Force staff shall be established through job descriptions approved by the Board of Directors and will be written by the Task Force Commander, Assistant Commander, Forensic Unit Director, Detective Unit Director, and Major Crash Director.

#### **Article VI- Activation**

<u>Section 1</u> The Task Force shall be activated upon request of the Chief of Police, or his/her authorized representative, if the request is received within eight (8) hours of the crime or crash being discovered, and the scene is still under the control of the requesting agency. Such request shall be made to the Task Force Commander or, in his or her absence, the Assistant Commander or such other person as designated by the Chairperson.

<u>Section 2</u> In the event the Task Force Commander or Assistant Commander determines activation of the Task Force is not appropriate, the Chief of Police, or his/her authorized representative, may appeal the decision to the Chairperson, who shall notify the Executive Committee. A majority of the Executive Committee may overrule the decision of the Task Force Commander or Assistant Commander. The Executive Committee may vote on this appeal by telephone, other electronic means, or at a special meeting.

In the event a majority of the Executive Committee is unavailable to determine an appeal or the Executive Committee denies such an appeal, review by the Board of Directors may be requested by the Chief of Police, or his authorized representative, through the Chairperson. A majority of the Directors may overrule the decision of the Task Force Commander, Assistant Commander, or the Executive Committee respectively. The Directors may vote on this appeal by telephone, other electronic means, or at a special meeting.

**Section 3** The Task Force Commander, Assistant Commander, or his/her designee may activate the Task Force if one or more victims of an attempted murder/aggravated battery is likely to die because of his/her injuries, or if the circumstances of a missing person case are such that it is likely that the person was kidnapped by someone other than a parent. If no victim in an attempted murder/aggravated battery has died, or if no evidence has been found within 24 hours of the activation, which substantiates a non-parental kidnapping, approval of the Executive Committee is required to continue the Task Force investigation. The Task Force Commander, Assistant Commander, or his/her designee may activate the Major Crash Unit if a crash involves: one or more fatalities; great bodily harm to one or more individuals where death appears imminent; a municipal/member vehicle with grave injuries or potential imminent death; a request from an outside agency due to a potential or perceived conflict; any WESTAF activation requiring detailed scene mapping.

<u>Section 4</u> The Task Force will be activated for no more than a five-day period. The requesting agency's Chief of Police, or authorized representative, may request an extension of an additional five days. This request will be referred to the Executive Committee for

approval. If the requesting agency wishes to utilize the Task Force for a period of more than ten (10) days, such request will be referred to the Board of Directors for approval on a caseby-case basis. The Major Crash Unit will be activated for a three-day period as outlined in the operational plan.

<u>Section 5</u> The Chief of Police of the requesting agency, or his/her authorized designee, shall have overall command of the investigation.

#### **Article VII- Meetings**

<u>Section 1</u> Regular meetings of the Board of Directors shall be held quarterly at a time and place determined by the Executive Committee. Special meetings may be called by the Chairperson, a majority of the Executive Committee, or by one-third of the Directors.

<u>Section 2</u> The Executive Committee shall meet when called by the Chairperson or by a majority of the Executive Committee members.

<u>Section 3</u> A majority of the members shall constitute a quorum for meetings of the Board of Directors or Executive Committee.

<u>Section 4</u> 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.

#### **Article VIII- Duties of Officers**

<u>Section 1</u> The Chairperson shall preside at all meetings of the Board of Directors and Executive Committee, and shall appoint members of all committees (except the Executive Committee).

<u>Section 2</u> The Vice-Chairperson shall serve as an assistant to the Chairperson and shall perform the duties of the Chairperson in the absence or inability of the Chairperson to serve.

Section 3 The Secretary-Treasurer, or his/her designee, shall keep an accurate record of the proceedings of all meetings, carry on official correspondence of the Task Force as directed by the Board of Directors, provide to each Director the official minutes of all meetings, and maintain all official Task Force records. The Secretary-Treasurer shall receive all monies of the Task Force, be custodian of all funds, and deposit all Task Force funds into interest bearing accounts in a financial institution approved by the Board of Directors. The Secretary-Treasurer shall also maintain checking accounts, interest or non-interest bearing, with a minimal balance, for payment of bills and distribution of funds. The Secretary-Treasurer shall give financial reports as required by the Board of Directors, sign and issue checks, and perform such other duties as usually pertains to the office.

#### Article IX- Committee

<u>Section 1</u> The Personnel Selection Committee shall be conducted by the Task Force Commander, Assistant Commander, Forensic Unit Director, Detective Unit Director and Major Crash Unit Director with the approval of the Executive Committee.

<u>Section 2</u> The Chairperson may create other committees as are deemed necessary to accomplish the purpose of the Task Force.

#### Article XI- Dues and Assessments

<u>Section 1</u> The annual dues, if any, shall be prescribed by the Board of Directors, and shall be payable to the Secretary-Treasurer when required by the Board. All assessments approved by the Board of Directors shall be binding upon all members and payment shall be a condition of membership.

<u>Section 2</u> Any member who fails to tender the annual dues or assessments shall be suspended from membership, subject to reinstatement upon payment of all delinquencies.

#### Article XI- Compensation

<u>Section 1</u> Members of the Executive Board and the Board of Directors shall serve without compensation.

<u>Section 2</u> Regular salary and overtime costs of Task Force officers shall be paid by the officer's agency. Unusual or burdensome costs, such as extraordinary travel or other expense shall be paid by the requesting agency subject to prior approval by the agency.

<u>Section 3</u> The Executive Board may approve compensation, as needed, for all other professional services required by the Task Force.

#### Article XII- Disbursements

All disbursements of funds must be reviewed by the Task Force Commander or Task Force Assistant Commander and approved by the Secretary-Treasurer and reported to the Executive Board. Disbursements will coincide with current WESTAF policy.

#### Article XIII- Property

<u>Section 1</u> Except for equipment, property, supplies and furnishings acquired by WESTAF through grants, donations or purchase, all other equipment, property, supplies, and furnishing needed to fulfill the purpose of the Task Force shall be provided by the members. Any item provided by a member shall be, and remain, the property of that agency.

#### Article XIV- Amendments

These By-laws may be amended at any meeting of the Board of Directors by twothirds vote of those Directors present, provided the amendment and notice of the meeting shall have been sent to the Directors not less than 15 days prior to the meeting.

#### **Article XV- Dissolution**

If at any regular meeting, or at a special meeting called for the purpose of dissolution, two-thirds of the Directors vote in favor of dissolution, the Task Force shall be dissolved within 30 days, provided notice of the meeting shall have been sent to the Directors not less than 15 days prior to the meeting. Participant fees for the current fiscal year will be reimbursed in accordance with those guidelines set out in Article III, Section 5, or if there are not enough available funds to reimburse all agencies fully, remaining participant fee funds will be reimbursed in equal proportions to each participating agency. All other funds and/or assets of WESTAF shall be dispersed in accordance with applicable law.

#### **Article XVI- Effective Date**

These amended By-laws shall be in full force and effect from and after their passage and approval.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_

PASSED this 23rd day of January, 2018

APPROVED 23rd day of January, 2018

### **Major Crash Unit Operational Plan**

#### **Guidelines**

This Operational Plan has been developed as a guide for all West Suburban Major Crimes Task Force (WESTAF) Major Crash Unit (MCU) members, their parent Police agencies and their administrators. It will help guide and direct them in their performance of assigned tasks. These policies and procedures are designed to increase the effectiveness and efficiency of the MCU through awareness, mutual understanding, cooperation and uniformity.

#### **Statement**

The WESTAF Major Crash Unit will provide rapid response, assistance and support to WESTAF member agencies in the investigation of major traffic crashes which result in the death or great bodily harm to at least one individual. The MCU will use its collective expertise to provide a complete and accurate record of the factors and conditions leading up to the traffic crash utilizing specially trained investigators using technical equipment. The MCU will assist the host agency in scene documentation while the host agency will remain responsible for the overall investigation.

#### Name and Affiliation

The name of this division shall be the "Major Crash Unit", and shall be commonly referred to as the "MCU" or "Crash Unit". This division shall be under the authority, rules and conditions set forth by the by-laws of the West suburban Major Crimes Task Force (WESTAF).

#### Major Crash Unit Goals

- 1) Assist member WESTAF agencies with accurate documentation and reconstruction of their major traffic crash and incident investigations, while they remain responsible for the overall investigation.
- Provide the most effective, efficient and professional services to requesting agencies utilizing the latest equipment, software and investigative techniques.
- Facilitate expedited road opening and release of host agency traffic control/personnel through prompt response and coordinated scene processing.
- Maintain the highest level of proficiency and training among MCU Team Members through regular training, continued education and self-evaluation.



# West Suburban Major Crimes Task Force

## **Activation Protocol**

#### For a homicide (victim deceased)

- Determine what type of assistance is needed, investigators, forensics or both.
- Call the West Suburban Consolidated Dispatch Center (WESTCOM) at 708-771-9110
- They will take basic information regarding the request and dispatch all on-call investigators and/or all on-call forensics personnel

For all other requests (attempted murder/aggravated battery w/

- victim likely to die or non-parental kidnapping)
  - Call WESTCOM at 708-771-9110
  - Provide a call-back number.
  - The Task Force Commander, Operation Supervisor or Forensics Supervisor will call back to assess case and discuss appropriate response.

## **Requirements for MCU Activation**

Major traffic crashes are those which involve:

- 1) One or more fatalities.
- 2) Great bodily harm to one or more individuals where death appears imminent.
- 3) A municipal/member vehicle with grave injuries or potential imminent death.
- 4) A request from an outside agency due a potential or perceived conflict.
- 5) Any WESTAF activation requiring detailed scene mapping.

#### **MCU Activation Procedures**

- 1) In the event a crash/incident meets the requirements of MCU activation, a member of the stricken agency will contact the Task Force Commander and request the assistance of the MCU.
- Should the incident meet activation criteria, the MCU shall be activated in accordance with Article VI of the By-Laws of the West Suburban Major Crimes Task Force and this Operational Plan.
- 3) The on-call team will be notified as set out in the "Notifications" section of this Operational Plan.

#### **Notifications**

The MCU is committed to providing the most effective, efficient and professional services available, which need to be provided in a timely fashion. Consequently, members of the MCU will be notified of a full activation in accordance with Article VI of the WESTAF by-laws.

- 1) On-Call MCU personnel are required to supply and carry a mobile phone with text messaging capabilities.
- 2) The Major Crash Director will be responsible for maintaining a current list of Unit member contact numbers.
- 3) MCU members receiving a text message transmitted by the Commander, Assistant Commander or Major Crash Director are expected to respond in a timely fashion. Such response includes contacting the assigned Major Crash Team Leader and advising him/her of their availability and estimated response time.
- 4) All text messages to MCU members will contain the team number/color activated, requesting jurisdiction, location and nature of the crash, along with the Team Leader assigned to supervise the response.
- 5) MCU members will not be required to limit their movements or activities during their off-duty time while having the MCU on-call duty. However, a response to a received notification of an activation is required.
- 6) MCU members who fail to answer an activation will receive a second notification from the Team Leader assigned to the incident.

#### **Consult Notification**

At times, host agencies may have a crash or incident where the circumstances may or may not warrant the full activation of the MCU. In these instances, the MCU Director, or his designee, will be notified and will contact the at-scene supervisor directly. If in the opinion of the MCU Director, or his designee, the incident meets MCU criteria, the on-call unit will be activated. If further clarification is needed, and where having a unit member on-scene may clarify the circumstances, a "Consult Notification" may be required.

- 1) The Unit Director will determine which Team Member is available with the quickest response potential.
- 2) This Team Member will respond and consult with the host agency supervisor and assess the incident.
- 3) The Team Member will consult with the Unit Director and determine if a full activation is warranted.
- 4) Should a full activation be warranted, the on-call team will be activated.
- 5) Should a full activation not be warranted, the assigned Team Member, if beneficial or practical, shall mark ("paint") the scene, and/or direct the host agency in taking proper photographs. Should it be determined the scene needs to be mapped at a later date, these markings will assist the activated Team.

#### **Team Configuration**

In order to provide constant coverage in the event of an activation, the MCU will consist of 2 (two) teams, each with a specified duty period. The MCU will be led by the Major Crash Director, who reports to the WESTAF Assistant Commander and Commander respectively. Each MCU Team will consist of a Team Leader, Assistant Team Leader(s) and Team Members who will be selected by the MCU Supervisor and approved by the WESTAF Commander and Assistant Commander. A Crash Unit Case Manager will be selected from the Team Leaders and shall answer directly to the Major Crash Unit Director.

- Team Leader requirements-- Successful completion of Accident Investigation I & II, Vehicle Dynamics and Accident Reconstruction I and II courses of study through the Northwestern Center for Public Safety Traffic Institute (or equivalent). Of the Team leaders, a single Case Manager will be designated who will answer to the Major Crash Director and be second in command of the unit.
- Assistant Team Leader requirements Preferably successful completion of Accident Investigation 1 & II, Vehicle Dynamics and Accident Reconstruction I and II courses of study through the Northwestern Center for Public Safety Traffic Institute (or equivalent).
- 3) Team Members Preferably, successful completion of Accident Investigation I or II through Northwestern Center for Public Safety Traffic Institute or Northeastern Multi-Regional Training 40 hour Traffic Crash Investigation (or equivalent). 40 Hours basic Evidence Technician and/or experience in investigation of traffic crashes preferred.

## **Duties of Team Members**

Duties of the Major Crash Director, Team Leaders, Assistant Team Leaders and Team Members

- The Major Crash Director assists the Task Force Commander and Assistant Commander in the direction and coordination of the Major Crash Unit. He/She will establish policies and procedures as well as coordinating selection, training, response and operation of the Major Crash Unit. Team Leaders and Assistant Leaders will report to the Major Crash Director.
- 2) Team Leaders will be responsible for directing the on-scene investigation and Team Members at a crash scene using the procedures and forms generated by the MCU and approved by WESTAF. It will be the responsibility of the Team Leader to assure a thorough and professional report is completed in a timely manner.
- Assistant Team Leaders will be responsible for the Team Leaders duties if the Team Leader is unable to respond to the crash. If the Team Leader is present, Assistant Team Leaders will assist with Team Member duties.
- 4) Team Members will perform such at-scene and follow-up duties as designated by the Team Leader (i.e. photography, scene documentation, sketching, collecting evidence, etc.). Team members will be designated as:
  - a. Crash Investigator, capable of conducting at-scene investigations, procedures and documentation.
  - b. Crash Forensic Specialist, capable of all duties of a Crash Investigator, as well as being trained in the collection and preservation of trace evidence.

## **Duty Periods**

To ensure continual coverage, teams will be required to be on-call for a specific duty period with another team having back-up duty. The Duty period will be for a calendar month and is formulated with an outlet to mitigate the possibility of a single team being inundated with multiple scenes and reports in short periods of time.

- 1) The duty period will start at 0000, on the 1<sup>st</sup> of the month and run until 0000 the last day of the month.
  - a. During this time, team members will be subject to call out.
  - b. Members will not be required to limit their movements during their on-call time; however, a response to a received notification of an activation is required.
- 2) If a call out doesn't occur during the month, the following team will assume the duty at the designated time the following month.

- 3) In the event a callout occurs:
  - a. If during the duty period the primary team is activated, the backup team will assume the duty for the next 3-days (72 hours).
  - b. Should the backup team be activated during these 3 days, both teams will be activated for the remainder of the calendar month, with the response limited to essential available members.
  - c. Notification of the duty change will be sent out via text message and/or email to the oncoming team.

WESTAF and/or the MCU will not compensate any member for their duty period. Any duty compensation will be handled by the member agencies policies.

Understanding that MCU members have other responsibilities and at times may not be available during the entirety of their duty period, it will be the responsibility of the member to notify their Team Leader of their availability. These occurrences should be kept to a minimum if at all possible.

#### MCU Member Emergency Response to Incidents

Responding to Incidents:

- 1) Members will respond to MCU incidents in a safe and timely manner.
- 2) Members will notify the assigned Team Leader if they are unable to respond if they are under the influence of alcohol or have been drinking just prior to activation.
- When responding to MCU incidents, Police Vehicles will be operated in accordance with all traffic regulations.
- 4) Officers must operate their vehicles at a speed and in a manner that will enable them to maintain full control of their vehicles at all times.
- 5) Use of emergency equipment when responding to MCU incidents is at the discretion of the responding Officer and must be within that Officers Departmental policies.
  - a. Traffic, weather and road condition must be taken into consideration.
  - b. Officers operating unmarked Police vehicles should not operate them as emergency vehicles unless appropriate flashing red-light and/or siren is in operation.
    - i. Officers operating appropriately equipped unmarked Police vehicles as emergency vehicles must be cognizant that additional caution must be exercised in their operation as they are more difficult to identify as emergency vehicles.
  - c. Officers must remember that the use of emergency lights and/or siren does not guarantee them the safe use of the right of way.

## **At-Scene Responsibilities of Host Agency**

Responsibilities of the host agency include:

- 1) Immediate care for the injured, rendering first aid.
- 2) Summoning fire, ambulance or other rescue services and/or additional Police assistance as required.
- 3) Protecting the scene of the crash and limiting entry after victims have been removed, minimizing the chance of contamination.
  - a. The crash scene should be treated in the same fashion as a crime scene.
- 4) Preserving short-lived evidence.
  - a. First responders should not attempt to "paint" the scene, or begin processing, even if trained. This will be coordinated through the MCU so as to minimize scene contamination.
  - b. If weather threatens to destroy potential evidence, reasonable efforts to protect it is permissible.
- 5) Establishing a safe traffic pattern around the crash scene.
- 6) Attempting to locate and identify all drivers and witnesses, gathering statements from involved parties.
- 7) Assigning an Investigator/Officer to liaise with the MCU.
- 8) Responsible for evidence collection and processing (aided as necessary by MCU personnel).
  - Depending on the scene, the host agency can supply an Evidence Technician to collect evidence.
    If further assistance is needed, WESTAF Evidence Technicians can be activated.
- 9) Completing the cover sheet of the State of Illinois SR1050 report form.
- 10) Obtaining/recording formal statements.
- 11) Obtaining blood/urine samples if alcohol/drugs are a suspected factor in the crash.
- 12) Contacting the medical Examiner as needed.
- 13) Arranging for the towing of involved vehicles if needed.
  - a. To include the weighing of the vehicle(s) if requested by MCU personnel.
- 14) Initiating press release and press conferences as deemed appropriate and/or necessary.
  - a. MCU personnel will not make statements to the press unless expressly approved by both the host agency and a Task Force Commander.
- 15) Conducting any other criminal investigation stemming from the crash/incident.

## Officer in Charge

The Supervisor of the host agency will retain control and command of the incident.

The Officer in charge of MCU personnel at the scene of an MCU incident:

- 1) In the event the Commander, Assistant Commander or Major Crash Director is on the scene, they shall assume command and coordinate MCU's efforts and resources with the supervisor of the host agency.
- 2) When one or more MCU members are at the scene, the assigned Team Leader shall be in charge of the atscene investigators to ensure the orderly and effective accomplishment of the necessary tasks.
  - a. In the event the Team Leader is unable to respond, the Commander, Assistant Commander or the MCU Director will assign as Assistant Team Leader their duties at the time of the activation.

#### **At-Scene Responsibilities of MCU Personnel**

- 1) Dress Code
  - a. Uniforms are not required but Team Members will respond to activations in appropriate clothing, with Police identification.
  - b. While on the scene of a crash, all Team Members will wear an appropriate reflective/safety vest.
- 2) Meet with the requesting agency supervisor; The first team member to arrive on the scene will meet with the requesting agencies supervisor and receive an initial brief which will include, but is not limited to:
  - a. An inspection of the scene to ensure it is properly protected
  - b. A list of identified witnesses and their statements
  - c. The vehicles and persons initially determined to be part of the crash
  - d. If the initial indications justify a criminal case
  - e. Location and identification of damage caused as a result of steps taken by emergency personnel to protect or save life.
  - f. If any objects, persons, vehicles or other evidence has been moved or removed from the scene
- 3) Protect the scene
  - a. Ensure scene is being treated like a crime scene and is properly protected for both evidence and personnel protection.
  - b. Any changes to expand or contract the protected area should be coordinated with the requesting agencies scene supervisor.
- 4) Identify Witnesses
  - a. The requesting agency shall remain the primary investigative body and any interviews with witnesses or possible offenders should be coordinated accordingly.
- 5) Photograph the scene

- a. The scene will be photographed as prescribed by the MCU protocol prior to marking of evidence.
- b. Short-lived evidence should be photographed first to ensure it is not lost to the elements or erosion.
- 6) Field Sketch
  - a. A field sketch, using the MCU's approved form, will be completed at the onset of the Major Crash Units arrival. This document will be updated throughout the scene processing as necessary and will be submitted as evidence when the scene is released.
- 7) Roadway Marking
  - a. The scene will then be marked with paint or any other appropriate implement, to accentuate evidence and roadway features.
  - b. Once marked, the scene will be photographed a second time.
- 8) Measuring the scene
  - a. The scene will then be documented with the most appropriate method being utilized.
- 9) Collect evidence
  - a. Team Leaders will ensure all required photographs, markings, and measurements have been completed and submitted as evidence.
  - b. All items collected will be inventoried using the requesting agencies evidence procedures, but utilizing the MCU's number for reference.
  - c. Transportation of all evidence will be the responsibility of the requesting agency.
- 10) Field Notes
  - a. Any notes taken on scene will be collected as evidence and turned over to the requesting agency.
- 11) Vehicle Inspection
  - a. Most inspections will be conducted on the scene prior to the vehicle(s) being towed.
  - b. Any evidence needing to be removed from vehicles should be removed at the scene. This evidence may include, but is not limited to, lamps, bulbs, DNA samples, fibers hairs, evidence of alcohol/drugs consumption, etc.
  - c. When possible, any data from the event recorder should be downloaded at the scene. Recovered files should be then noted in to evidence.
  - d. If the vehicle has been removed from the scene prior to the download, a search warrant is required to retrieve both the data and/or the module.
- 12) Towed Vehicles
  - a. When a vehicle is impounded as part of the investigation, the requesting agency shall be responsible for its removal and documentation.
  - b. If required, to preserve chain of custody, a MCU member can accompany the towed vehicle if relocated.

## Post-Scene Responsibilities of MCU Personnel

Team Leader (or Assistant Team Leader) Responsibilities

- 1) Prior to clearing the scene, the Team Leader shall meet with all team members to ensure that all at-scene work has been properly completed.
- 2) Team Leaders will be responsible for gathering all documentation evidence from the crash scene including, but not limited to;
  - a. Photographs,
  - b. Scene measurements
  - c. Electronic downloads (CDER, accelerometer, etc.)
  - d. Sketches & Diagrams
  - e. Completed MCU forms (Response Roster, Scene Documentation, Vehicle Examinations, etc.)
- 3) If necessary, Team Leaders will be responsible for ensuring any follow-up investigation is completed; such as:
  - a. Daytime photographs of the scene and/or vehicles for night crashes
  - b. Further vehicle examinations; crush measurements, CDR downloads, etc.
  - c. Completion of an After Crash Situation Diagram
  - d. Reconstruction analysis
- 4) Team Leaders will be responsible for ensuring that an incident is promptly completed and submitted to the Host agency with a digital copy kept by the MCU.

## **Team Members Responsibilities**

- 1) Team Members are responsible for checking in with the Team Leader prior to leaving the scene of a MCU activation to ensure all at-scene work has been completed.
- 2) Team members are responsible for providing all completed work to the Team Leader promptly.
- 3) Team members shall assist the Team Leader with necessary follow-up investigative tasks as practical.

## Peer Review

Peer Review of Crash Reconstructions

- 1) When a MCU incident occurs which requires a reconstruction analysis, a peer review of that generated analysis will be conducted
- 2) A peer review will be conducted by at least two other members of the MCU. The peer review group shall consist of the Major Crash Director, Team Leaders and/or Assistant Team leaders.

## **Activation Questionnaire**

- 1) Did a fatality occur?
- 2) Does at least one person have grave injuries where death appears imminent?
- 3) Is there an unusual circumstance which supports the need for a crash investigation? <u>Further information required.</u>

If the response to any of these questions is "YES", the MCU will be activated. The requesting agency will then supply the WESTAF Commander the answers to the following questions:

Agency requesting activation? Where did the crash occur? What type of crash occurred? How many fatalities are there?	activation for a	on of the MCU at fatalities (and/or).		
How many grave injuries are there?			grave	injuries.
Special circumstances to this crash?	The	BLUE TEAM	RED TEAM	is activated
				is activated
	Team L	eader		is assigned

Contact MCU Supervisor with response



## **Activation Protocol**

- Determine what type of assistance is needed
  - o Detectives, Forensics, Crash, or combination
- Call Commander Tony Greco at 708-259-3871
  - o If Tony is unavailable, please call Assistant Commander Sajid Haidari at 312-758-3706
  - Please have basic information regarding the request when you make this call.
- If you are unable to reach Tony or Sajid, please contact
  WestCom at 708-771-9110. WestCom will then make
  necessary notifications.

Thank you,

Anthony Greco Task Force Commander

#### **GROUP EXHIBIT B**



Invoice No. 22-22

	tomer			
ame ddress ity ttn:	Stickney Police Department      6533 W. Pershing Road      Stickney    State IL    ZIP 60402      Chief James Sassetti	Date Order No Rep FOB		/17/2022
Qty	Description	Unit P	rice	TOTAL
1	WESTAF Membership dues for fiscal year period Prorated: November 1, 2022 to June 30, 2023 Please make check payable to: "West Suburban Major Crimes Task Force" <u>Send Check to:</u> Dora Murphy - WESTAF Forest Park Police Department 517 Desplaines Avenue Forest Park, Illinois 60130	\$1,5	00.00	\$1,500.00
			Total	\$1,500.00
Payment Details		Shipping & Han		\$0.00
0		Taxes Stat	e	\$0.00
Ö		тс		\$1,500.00
		Office Use O		

WESTAF Membership dues for fiscal year period July 1, 2022 to June 30, 2023

Thank you for your support



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Checks only please

Invoice No. 22-22

TOTAL

Office Use Only

\$333.32

INVOICE -

ame	Stickney Police Department	Date	10/17/2022	
ddress	6533 W. Pershing Road	Order No.		
ity	Stickney State IL ZIP 60402	Rep		
ttn:	Chief James Sassetti	FOB		
Qty	Description	Unit Price	TOTAL	
1	WESTAF Major Crash Unit - Annual Dues - Pro-Rated <b>\$500.00 Annual / 12 months = \$333.32 (Nov 22 - June 23)</b> Please make check payable to: West Suburban Major Crimes Task Force - MCU <u>Send Check to:</u> Dora Murphy - WESTAF - Major Crash Unit Forest Park Police Department 517 Desplaines Avenue Forest Park, Illinois 60130	\$333.32	\$333.3	
		SubTotal	\$333.3	

WESTAF - MCU Membership dues for period July 1, 2022 to June 30, 2023

Thank you for your support



Invoice No. 22-22

Name	stomer Stickney Police Department	Date 10	)/17/2022	
Address	6533 W. Pershing Road	Order No.	0/11/2022	
City Attn:	Stickney      State      IL      ZIP 60402        Chief James Sassetti	Rep FOB		
Qty	Description	Unit Price	TOTAL	
1	WESTAF Major Crash Unit - Special Assessment Initial Buy-In for MCU Please make check payable to: West Suburban Major Crimes Task Force - MCU <u>Send Check to:</u> Dora Murphy - WESTAF - Major Crash Unit Forest Park Police Department 517 Desplaines Avenue Forest Park, Illinois 60130	\$2,500.00	\$2,500.00	
P O	ayment Details	SubTotal	\$2,500.00	
© 	Checks only please	TOTAL	\$2,500.00	
		Office Use Only		

WESTAF - MCU Special Assessment

Thank you for your support