
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2024-R-030

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF TINLEY PARK AND THE SOUTH SUBURBAN EMERGENCY
RESPONSE TEAM (SSERT) TO ESTABLISH A FIDUCIARY RELATIONSHIP**

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NANCY M. O'CONNOR, VILLAGE CLERK**

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Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Memorandum of Understanding (“MOU”) with the South Suburban Emergency Response Team (“SSERT”), a true and correct copy of such “MOU” being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said “MOU” be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid “MOU” be entered into and executed by said Village of Tinley Park, with said “MOU” to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid “MOU”.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 2nd day of April, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED this 2nd day of April, 2024, by the President of the Village of Tinley Park

Village President

Village Clerk

EXHIBIT 1

**A MEMORANDUM OF UNDERSTANDING WITH THE SOUTH SUBURBAN EMERGENCY
RESPONSE TEAM (SSERT) TO ESTABLISH A FIDUCIARY RELATIONSHIP**

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
VILLAGE OF TINLEY PARK
AND
SOUTH SUBURBAN EMERGENCY RESPONSE TEAM

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 2nd day of April, 2024, and while not a legally binding document, indicates a voluntary and mutual understanding between the Village of Tinley Park (the "Village") and the South Suburban Emergency Response Team ("SSERT") related to the agreement of the Village to act as a fiduciary on behalf of SSERT.

RECITALS

WHEREAS, The Village has several members of the Police Department who serve on the South Suburban Emergency Response Team (SSERT); and

WHEREAS, SSERT is a multi-jurisdictional emergency response team (currently comprised of 34 member police departments in the south suburbs, serving nearly 600,000 people in a 150 square mile radius) and was designed to provide member agencies with a tactical response to Critical Incidents such as armed/suicidal subjects, barricaded subjects, hostage situations, high-risk apprehension, civil disturbances, terrorist incidents, special assignments and more; and

WHEREAS, SSERT is largely operational due to grants received by both the Federal Government and Cook County, and in order to accept and utilize grant funds, a member needs to serve as the fiduciary; and

WHEREAS, the Village has offered to present this MOU to its Board of Trustees to serve as the fiduciary for SSERT, pursuant to the conditions stated below.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Village and SSERT agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated herein by reference as though fully set forth.
2. **PURPOSE.** This MOU establishes a fiduciary relationship between the Village and SSERT.
3. **CONDITIONS.** The Village of Tinley Park will serve as the fiduciary for SSERT, in the event of approval.

Pursuant to the fiduciary relationship:

- the Tinley Park Police Department (the "Department") agrees to be a compliant Program participant and a member of SSERT;

- the Village and the Police Department understand that no federal agency personnel may have control over or direct the use of Program funds; and
- the Police Department may receive Program funds as a result of participation in the Task Force as well as funds awarded based on its assistance in other investigations.

Regarding the maintenance of funds:

- The Village and the Police Department will ensure that a separate account or account code is maintained solely for required United States Department of Justice expenditures and solely for required United States Department of Treasury expenditures;
- All Police Department awarded funds, regardless of whether awarded on behalf of SSERT participation or other investigations, are maintained in each respective Department of Justice or Department of Treasury account;
- The Village of Tinley Park and Tinley Park Police Department will ensure that Programs funds are not commingled with funds from any other source, including other federal funds, state forfeiture, Organized Crime Drug Enforcement Task Force reimbursements, or general funds; and
- The Village of Tinley Park and Tinley Park Police Department will submit an Equitable Sharing Agreement and Certification (ESAC) form through their joint eShare Portal within 60 days of the end of each jurisdiction's fiscal year.

Regarding expenditures:

- All expenditures in support of SSERT and the Tinley Park Police Department must be approved by the agency head or designee and must be in accordance with the Guide to Equitable Sharing for State and Local Law Enforcement Agencies (the "Guide") and any subsequent updates, as well as all jurisdiction purchasing policies; and
- All expenditures of federally shared funds will follow the jurisdiction's procurement policies.

Regarding compliance and audits:

- All expenditures in support of SSERT and the Tinley Park Police Department must be reported on the jurisdiction's Schedule of Expenditures for Federal Awards (SEFA) under Catalog of Federal Domestic Assistance (CFDA) number 16.922 for Department of Justice and 21.016 for Department of Treasury for inclusion in the jurisdiction's Single Audit;
- Transfers of Program funds to other member agencies is prohibited. A waiver from the Department of Justice Money Laundering and Asset Recovery Section (MLARS) or Department of Treasury Executive Office for Asset Forfeiture (TEOAF) must be obtained if a transfer be needed. Any authorized transfer of funds is subject to subrecipient monitoring requirements, pursuant to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) 2 C.F.R. Part 200§ 200.330-332; and
- All accounting practices and internal controls must be in accordance with the Guide and Uniform Guidance, 2 C.F.R. § 200.303.

Regarding dissolution:

- In the event SSERT disbands, all funds awarded to the Tinley Park Police Department shall remain with the Tinley Park Police Department unless an agreement to transfer remaining SSERT earmarked funds to the member agencies is made between all participants. A waiver must be obtained from MLARS or TEOAF to transfer any funds and all transferred funds will be subject to sub-recipient monitoring.

4. **INDEMNIFICATION.** To the fullest extent permitted by law, SSERT shall indemnify, defend and hold the Village, its officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives or successors harmless from and against any third party claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages, known or unknown, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with this MOU; the intentional, willful or negligent acts or omissions of SSERT; SSERT's violation of any law or the rights of a third party; or this MOU. Notwithstanding any other contrary provision contained herein, SSERT shall hold the Village and its employees harmless from all damages and liabilities caused by negligent or wrongful acts or omissions of SSERT in the performance of its services.

The obligations of the parties under this section shall remain in full force and shall not be impaired by the expiration or early termination of this MOU. In any pending or threatened litigation, contest, dispute, suit or proceeding in any way relating to this MOU, and the indemnification described herein, or to enforce the indemnification described herein, or to enforce the indemnification or obligations hereunder, any party shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all Liabilities arising from such service shall be payable by the indemnifying party within 30 days of demand.

Notwithstanding the foregoing, nothing in this section or MOU should be construed as an effort on or by any party to be indemnified for liability to the extent not permitted by law.

5. **ASSIGNMENT.** The parties shall not assign, transfer, or convey this MOU and its obligations hereunder to any person or entity, without the written consent of the corporate authorities of all parties to this MOU, which may be withheld.

6. **GOVERNMENTAL REGULATIONS.** All parties shall comply with all applicable requirements of federal, state, county and local regulatory authorities.


7. **EXECUTION.** This MOU may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same MOU.

8. **AUTHORITY.** The parties represent and warrant to each other that they have the authority to enter into this MOU and perform their obligations hereunder.


9. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in any provision of this MOU is intended to constitute nor shall constitute a waiver of the defenses available to a party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as the same may be amended from time to time, with respect to claims by third parties.

10. **CAPTIONS.** The captions at the beginning of the several sections, respectively, are for convenience in locating the context, but are not part of the context.

11. **TERMINATION.** Either party may terminate this MOU upon thirty (30) days written notice to the other party.


Michael Glotz, Village of Tinley Park Mayor

4/2/2024
Date


South Suburban Emergency Response Team

4/4/24
Date

DOMINGUEZ

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2024-R-030, **“A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF TINLEY PARK AND THE SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT) TO ESTABLISH A FIDUCIARY RELATIONSHIP”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 2, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2nd day of April, 2024.

A large black rectangular redaction box covering the signature of the Village Clerk.

VILLAGE CLERK