

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH
THE DOWNSTATE MAJOR CASE SQUAD AND THE PARTICIPATING PUBLIC
AGENCIES THERETO RELATED TO A CRIMINAL JUSTICE SERVICE
ASSISTANCE MUTUAL AID AGREEMENT**

WHEREAS, the City of Mt. Vernon, Illinois (“City”) is an Illinois Home Rule Municipal Corporation, duly existing under the laws of the State of Illinois, and embodied as a Home Rule entity with certain rights and powers pursuant to the Illinois Constitution, Article VII, Section 6, and hereby makes an express declaration as to the use of its Home Rule Authority in the enacting and adopting of this Ordinance; and

WHEREAS, various downstate signatory public agencies have approved and are parties to an Intergovernmental Criminal Justice Service Assistance Agreement related to the centralization, coordination, and organization through the Downstate Major Case Squad, of the provision of mutual aid policing; and

WHEREAS, the Downstate Major Case Squad has prepared an Intergovernmental Agreement for approval by downstate public agencies, to which numerous other downstate public agencies are existing signatories and setting forth the rights and obligations of the various associated public agencies and the Downstate Major Case Squad, a true and accurate copy of which Agreement is attached hereto as Exhibit A; and

WHEREAS, after review of the Agreement, the City Council for Mt. Vernon, Illinois determines that entry into the attached Intergovernmental Agreement and the provision and coordination of police mutual aid contemplated therein to be in the best interest of the City of Mt. Vernon.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MT. VERNON, ILLINOIS AS FOLLOWS:

Section 1: The above recitals are hereby adopted herein as express findings of legislative fact, intent, and discretion of the City of Mt. Vernon, Illinois.

Section 2: The Agreement attached hereto as Exhibit A is hereby approved by the City of Mt. Vernon.

Section 3: The City Manager is authorized and directed to execute the Agreement attached hereto as Exhibit A on behalf of the City, and the City is authorized to expend any funds

ORDINANCE NO. 2025 - 34

contemplated under the Agreement required to carry out the spirit and intent of the Agreement, and to execute any and all such other documents as may be required.

Section 4: This Ordinance is hereby declared to be an exercise of the City's home rule authority pursuant to Illinois law.

Section 5: This Ordinance shall be in full force and effect from and after its passage by the City Council and approved in the matter provided by law.

PASSED by the City Council of the City of Mt. Vernon, Illinois on the 15th day of December, 2025.



City Clerk – Rebecca Barbour

NAME	AYE	NAY	ABSTAIN	ABSENT	CONFLICT
Gliosci	X				
Moore				X	
Tate	X				
Young	X				
Lewis	X				

APPROVED by the Mayor of the City of Mt. Vernon, Illinois on the 2ND day of December, 2025

APPROVED: 

Mayor - John Lewis

ATTEST: 

City Clerk – Rebecca Barbour

(SEAL)

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

Recitals

This Intergovernmental Criminal Justice Service Assistance (ICJSA) 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 (ICJSA) 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 policing mutual aid in the event the undersigned public agency should need policing mutual aid, and;

Whereas, the undersigned public agency of the State of Illinois recognizes that policing mutual aid is most effective if those public agencies who could potentially benefit from policing mutual aid are willing to provide policing mutual aid to other public agencies who are willing to enter into a mutual aid agreement such as this Intergovernmental Criminal Justice Service Assistance (ICJSA) 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 criminal justice mutual aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), Sheriff-Conservator of the Peace (55 ILCS 5/3-6021), Sheriff-Posse Comitatus (55 ILCS 5/3-6022), 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 policing mutual aid system, it is reasonable and desirable to have a third-party entity that can support, centralize, coordinate and organize the provision of policing mutual aid by and among signatory public agencies to the Intergovernmental Criminal Justice Service Assistance (ICJSA) Agreement, and;

Whereas, this ICJSA 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 policing personnel of a given public agency; each public agency which signs a copy of this ICJSA 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 criminal justice personnel to the requesting public agency as circumstances permit and in accordance with the terms of this ICJSA; the specific intent of this ICJSA being to safeguard the lives, persons and property of citizens of the Downstate Region of the State of Illinois during an emergency, policing need, or disaster by enabling other public agencies to provide additional resources, equipment and/or policing personnel as needed and;

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

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

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

Section 1. Incorporation of Recitals.

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

Section 2. Purpose.

Participating Agencies recognize that in certain situations the lawful use of policing personnel and equipment to perform criminal justice 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.**

1. 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. Each "Participating Agency" approving this ICJSA Agreement agrees to render and request mutual policing 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 agency head or their designee, as to the amount of its resources available to render aid shall be final.

B. **Command and Employment.**

1. Law enforcement personnel of a Participating Agency commanded by their superior authority to perform duties under this ICJSA Agreement within the jurisdiction of a requesting Participating Agency shall be under the direction and authority of the agency head, or their designee, of the requesting Participating Agency. However, at all times such policing 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.

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

C. Reimbursement.

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

D. Withdrawal or Termination:

1. Any Participating Agency may withdraw or terminate its participation in this Agreement upon sixty (60) day written notice to Chairman of the Board of Directors. All annual fees payable to DMCS 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.

1. The Chairman may terminate a Participating Members membership in DMCS 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 DMCS the full annual fee for that year.

F. Dissolution.

1. The Board of Directors may vote to dissolve the DMCS 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 the Board of Directors 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 Chairman will immediately notify all members of the DMCS of the dissolution. The Chairman shall be authorized to effect the dissolution of the DMCS organization upon adoption of a Resolution of Dissolution and shall be responsible for winding up the affairs of the DMCS organization.

Section 4. Insurance and Indemnification.

A. Insurance.

1. Each Participating Agency shall procure and maintain, at its sole and exclusive expense, insurance coverages which cover the Participating Agency,

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

its Resources, and any liability for providing such Resources to a requesting Participating Agency in no less than the minimum amounts as follows:

- a. 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.
- b. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- d. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.
- e. The above listed minimum amounts of coverage shall not apply to self-insured Agencies.

B. Indemnification.

1. Each Participating Agency agrees that it shall be responsible for defending itself and indemnifying its own employees in any action or dispute arising in connection with, or as a result of, this ICJSA Agreement bought by non-party's to the Agreement. The requesting Participating Agency also agrees that this ICJSA 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.

1. 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.

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

1. In the event that the Downstate Major Case Squad (DMCS) 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 DMCS in such lawsuit, claim or action.

Section 5. Downstate Major Case Squad (DMCS)

A. Authority.

1. The Downstate Major Case Squad (DMCS) 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 DMCS. The DMCS shall be governed by Board of Directors that shall be responsible for developing bylaws, rules, and regulations to carry out the terms and conditions of this ICJSA Agreement provided such rules and regulations are not inconsistent with the terms of this ICJSA Agreement. Participating Agencies agree to abide by all rules and regulations properly adopted and approved by the DMCS Board of Directors. Each Participating Agency agrees not to hold itself out as an agent of the DMCS and will instruct each of its employees that they are not to hold themselves out as employees or agents of the DMCS.
2. A copy of DMCS'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 DMCS's Board of Directors, without amendment of this Agreement in accordance with the terms of those by laws, except that amendments to the by-laws which increase DMCS'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 DMCS, the Chairman shall proceed with termination as Set forth in Section 3 E.

B. Board of Directors.

1. The makeup of the DMCS Board of Directors shall be defined by the Board's established and ratified by laws.

Section 6. Effective Date and Term.

This ICJSA Agreement shall become effective upon its adoption by at least two agreeing Sheriffs, who agree to be Participating Agencies. Other agencies may join, according to whatever procedures they are bound by, to become a

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

Participating Agency and approve this ICJSA Agreement. Upon local adoption of the ICJSA Agreement, and approval of the DMCS Board of Directors, a unit of local government shall be deemed a Participating Agency. Approval by the Board of Directors for an applying agency shall not be unreasonably withheld.

Section 7. General Conditions.

A. Amendment.

1. No amendment or modification to this ICJSA 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.

1. The rights and obligations in this ICJSA Agreement bind the Participating Agencies and may not be assigned or transferred.

C. Third Party Beneficiary.

1. There are no third person beneficiaries of this Agreement for any purpose whatsoever. Nothing in this Agreement shall be 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.

2. This ICJSA 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 ICJSA Agreement or its construction or interpretation shall be in a court of law located in Jefferson County, Illinois

E. Entire Agreement.

1. This ICJSA 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 ICJSA Agreement.

F. Waiver.

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

1. The failure of a Participating Agency to exercise at any time any rights under this ICJSA 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

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

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

City of Mt. Vernon, Illinois

By:

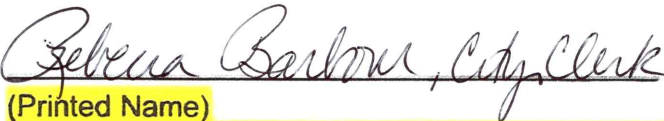


Nathan McKenna
City Manager

12/2/2025

Date

Attest:



(Printed Name)
(Clerk of Village, City, or County or States Attorney)

12/2/2025

Date

DOWNSTATE MAJOR CASE SQUAD (DMCS)

By:

Chairman of the DMCS Board of Directors

Date

By:

Vice Chairperson of the DMCS Board of Directors

Date

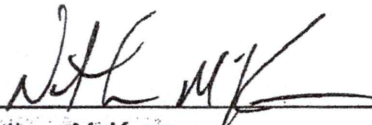
PARTICIPATING AGENCY: _____

**DOWNSTATE MAJOR CASE SQUAD
INTERGOVERNMENTAL CRIMINAL JUSTICE SERVICE
ASSISTANTANCE AGREEMENT**

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

City of Mt. Vernon, Illinois

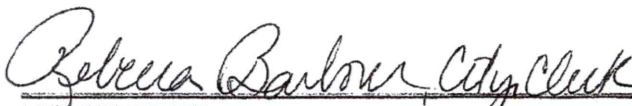
By:



Nathan McKenna
City Manager

12/2/2025
Date

Attest:




(Printed Name)
(Clerk of Village, City, or County or States Attorney)

12/2/2025
Date

DOWNSTATE MAJOR CASE SQUAD (DMCS)


By:



Chairman of the DMCS Board of Directors

1/8/2026
Date

By:



Vice Chairperson of the DMCS Board of Directors

1/8/26
Date

PARTICIPATING AGENCY: _____