

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Nicole Aranas, Village Manager

DATE: July 7, 2026 AGENDA DATE: July 16th, 2026

TITLE: Memorandum of Understanding with Lombard Park District for Police
Department Access to Video

SUBMITTED BY: Chief of Police Joe Grage

BACKGROUND/POLICY IMPLICATIONS:

This is a resolution that allows the Chief of Police to execute a memorandum of understanding with the Lombard Park District to allow police department access to Lombard Park District video feeds of their choosing to enhance safety and police response at specific facilities as allowed by the Lombard Park District.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to this resolution.

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	Date _____

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Distribution.



To: Nicole Aranas, Village Manager
From: Chief Joe Grage, Police Department
Through: N/A
Date: July 7th, 2026
Subject: BOT Agenda Item-Resolution for Memorandum of Understanding with Lombard Park District for Video Access

I am requesting Board of Trustees approval to sign the attached Memorandum of Understanding (MOU) between the Village and the Park District authorizing the Police Department to access designated Park District security systems for legitimate law enforcement purposes.

Background

The Park District operates security cameras at various parks and facilities that often capture incidents requiring police investigation, including criminal activity, traffic crashes, vandalism, and missing person incidents. The police department utilizes the FUSUS platform developed by Axon Enterprise to provide authorized personnel with access to live video from participating public and private camera systems during emergencies and critical incidents. Integrating designated Park District cameras into this platform will provide officers with real-time situational awareness, improve emergency response, and enhance officer and public safety by allowing responding personnel to assess conditions before arriving on scene.

The proposed MOU establishes a formal process allowing authorized Police Department personnel to access designated camera systems when necessary for official law enforcement purposes while maintaining the Park District's ownership and control of the system. The MOU attached was prepared and reviewed by Village Attorney Jason Guisinger.

Benefits

The agreement will:

- Improve response to emergencies and criminal investigations.
- Provide timely access to video evidence.
- Reduce administrative burdens on Park District staff.
- Strengthen cooperation between the Village and Park District.
- Enhance public safety without requiring additional resources.
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The MOU includes appropriate safeguards limiting access to authorized personnel for official law enforcement purposes and in accordance with applicable laws.

Fiscal Impact

There is no fiscal impact associated with this agreement.

RESOLUTION

R__13

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Memorandum of Understanding with the Lombard Park District , as attached hereto and marked Exhibit "A"; and

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

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

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

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

Adopted this 16th day of July, 2026.

Ayes: _____

Nays: _____

Absent: _____

Approved this 16th day of July, 2026.

Anthony Puccio
Village President

ATTEST:

Ranya Elkhatib
Village Clerk

APPROVAL AS TO FORM:

Jason Guisinger
Village Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
FOR REMOTE CAMERA ACCESS AND INTEGRATION**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum"), executed on the ____ day of _____, 2026, between THE VILLAGE OF LOMBARD, through its Police Department, hereafter referred to as "Department," and the LOMBARD PARK DISTRICT, hereafter referred to as "Partner"; collectively referred to as "the Parties."

WHEREAS, Department is a department of the Village of Lombard, a non-home-rule municipality and unit of local government of the State of Illinois, responsible for the preservation of safety and security in the area within its jurisdiction; and

WHEREAS, Partner is a unit of local government as that term is defined in Article VII, Section 1 of the Illinois Constitution of 1970 operating within the jurisdiction of Department; and

WHEREAS, this Memorandum is authorized by Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which provide for the execution of agreements and the implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Department operates a platform that consolidates access to law enforcement camera and related assets and permits the integration of authorized third-party camera feeds for use in responding to emergencies and monitoring situations in real time; and

WHEREAS, this Memorandum has as its objective the collaboration of the Parties for the safety and security of those who are at Partner's location(s), establishing channels of communication and the sharing of video sources to provide enhanced responsiveness and situational awareness for Department, while respecting applicable privacy, records, and security requirements; and

WHEREAS, the missions of the Parties are complementary.

NOW THEREFORE, the Parties agree as follows:

I. GOAL

The goal of this Memorandum is to set forth guidelines for the sharing of Partner's video sources with Department in accordance with the terms and conditions contained herein.

II. PURPOSE

Partner, in its sole and absolute discretion, may grant recorded video access to Department for videos designated by Partner that are owned or maintained by Partner. Department may access real-time video footage from Partner's cameras when: (1) requested by Partner officials in connection with a pending or imminent safety or security threat at Partner's facilities; (2) necessary to protect against an imminent safety or security threat that is likely to result in significant personal harm or damage to Partner's property or community; (3) permitted by Partner; or (4) required by law. Only the cameras identified in *Exhibit A* may be integrated, and each such camera must also be approved by Department as appropriate for sharing. Access under this Memorandum may be provided through the Department's camera-integration platform or through other software, credentials, or means of access provided by either Party, and the rights and obligations in this

Memorandum apply regardless of the platform's name or any future change in the platform or its provider. Partner's cameras will not be routinely monitored in real time by Department, and this Memorandum does not constitute a commitment that any video will be viewed in an emergency or when requested by Partner. The Parties will comply with applicable State and federal law in implementing this Memorandum.

Audio. Department shall not access, capture, or record audio from Partner's cameras or feeds. The Parties acknowledge that the platform is not intended to transmit audio; if any feed is found to carry audio, the affected feed shall be disabled or muted and the Parties shall address audio separately in writing before any audio access occurs.

No Biometric Analytics. The Department's platform does not perform, and Department shall not apply, facial recognition or other biometric identification or analysis to Partner's feeds unless separately authorized in writing by Partner and permitted by applicable law.

III. RESPONSIBILITIES OF DEPARTMENT

A. Confidentiality.

1. Any and all information received by each Party as a result of this Memorandum shall be kept confidential by the other Party as and to the extent required by law.
2. Department will not share access to Partner's camera views with members of the public, or with persons outside Department, without the prior written consent of Partner, except as required by law. Department will ensure video access is strictly limited to authorized personnel responsible for monitoring the system.
3. Department shall be solely and exclusively responsible for determining the use of any information under its control obtained from Partner under this Memorandum, including its use in connection with any investigations, searches, seizures, or prosecutions.

B. Releasing Information. Each Party shall be responsible for responding to requests it receives under the Freedom of Information Act, 5 ILCS 140/1 et seq., and other applicable law for records in that Party's possession or control. To the extent Department downloads, exports, captures, or otherwise maintains video footage or related records originating from Partner's cameras, Department shall remain responsible for its own obligations under applicable law with respect to those records. Where a request, subpoena, or court order received by one Party seeks footage or records originating from the other Party, the receiving Party will, to the extent permitted by law and consistent with applicable response deadlines, notify and consult with the other Party before release. Nothing in this Memorandum requires either Party to act inconsistently with the Freedom of Information Act, a court order, or other applicable law.

C. Access Controls and Security.

1. Department shall restrict access to authorized law enforcement personnel with a public-safety need for access, and shall maintain a record of personnel authorized to access Partner's feeds.
2. Department shall maintain, or cause the platform to maintain, reasonable access logs identifying authorized users and access activity to the extent available through the platform.
3. Department shall notify Partner of any known unauthorized access, credential compromise, or security incident materially affecting Partner's feeds.

4. Either Party may immediately suspend or disable access to Partner's feeds upon a reasonable belief of misuse, a security concern, or unauthorized access, without regard to the notice period in Section V. Suspension under this paragraph is not a termination of this Memorandum.
 5. Department's access to Partner's feeds includes the ability to view live and recorded footage. Department may download, record, or retain footage that constitutes, or that Department reasonably believes may constitute, evidence of a criminal offense. Any footage so downloaded or retained shall be handled as a record of the Department and shall be retained, disclosed, or withheld in accordance with applicable law, including applicable records-retention requirements, the Freedom of Information Act, court orders, subpoenas, and litigation holds.
- D. Point of Contact; Training. Department will ensure any employee responsible for video access is trained on system use and security of access. Department will direct any inquiries related to Partner or Partner's video sources to the designee indicated in Section IV. Department shall identify a point of contact to act as liaison between the Parties.

IV. RESPONSIBILITIES OF PARTNER

Partner will provide Department with at least one point of contact with a basic understanding of Partner's inventory and locations of surveillance cameras as may be required for video sharing. Partner may provide reasonable information needed by Department for the system to operate, including camera make, model, IP address, and associated DVR/NVR login information; such technical information, including camera locations and credentials, shall be exchanged securely and shall not be included in the public Memorandum or any public board packet.

The decision to install, operate, and maintain Partner's camera system is the exclusive decision of Partner. Ownership, control, and all recordings of Partner's system remain governed by the laws, rules, and policies applicable to Partner. Department may make technical suggestions to facilitate integration but assumes no liability for Partner's selection of components. Partner represents that the cameras approved in Exhibit A do not intentionally capture areas where individuals have a reasonable expectation of privacy. There is no cost-sharing between the Parties under this Memorandum. Department is responsible, at its sole cost, for its camera-integration platform and any integration device or software it provides, and each Party otherwise bears its own costs.

V. EFFECTIVE DATES AND AMENDMENTS

This Memorandum shall take effect upon signing by both Parties and shall remain in effect for a period of five (5) years from that date, unless earlier terminated. Neither Party may assign or transfer all or any portion of this Memorandum without the prior written consent of the other Party. The Memorandum may be renewed at the end of this period by mutual written agreement.

The provisions of this Memorandum may only be amended or waived by mutual written agreement. Either Party may terminate this Memorandum and any related agreement at any time and for any reason by giving thirty (30) days' written notice to the other Party. Suspension of access under Section III.C.4 is not subject to this notice period.

No covenant or agreement contained in this Memorandum shall be deemed to be the agreement of any official, officer, member, agent, employee, or attorney of either Party in his or her individual

capacity, and no such individual shall be personally liable under this Memorandum or by reason of its execution, delivery, or performance.

VI. INDEMNIFICATION

- A. To the fullest extent permitted by law, Department shall indemnify and hold Partner, its Board, its current or former individual Board members, agents, and employees ("Partner Indemnitees") harmless from and against any and all liabilities, losses, costs, demands, damages, actions, or causes of action, including reasonable attorney's fees, arising out of, proximately caused by, or incurred by reason of any negligent acts or omissions of Department, its officers, agents, volunteers, or employees related to this Memorandum, or breach of this Memorandum; subject, however, to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or otherwise provided by law.
- B. Partner shall indemnify and hold Department and its elected and appointed officials, officers, agents, volunteers, and employees ("Department Indemnitees") harmless from and against any and all liabilities, losses, costs, demands, damages, actions, or causes of action, including reasonable attorney's fees, arising out of, proximately caused by, or incurred by reason of any negligent acts or omissions, or reckless or intentional misconduct, of Partner and its officials, agents, contractors, volunteers, and employees related to this Memorandum or breach of this Memorandum; subject, however, to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq., or otherwise provided by law.
- C. It is understood and agreed that neither Party shall be legally liable for any negligent or wrongful acts of commission or omission chargeable to the other unless such liability is imposed by law, and this Memorandum shall not be construed to enlarge or diminish any obligation or duty owed by one Party to the other or to third parties.

VII. INSURANCE

Each Party shall keep in force at all times during the term of this Memorandum Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's execution of this Memorandum, each Party shall furnish the other a certificate of insurance evidencing the insurance required hereunder. For purposes of this Section, insurance may be provided through a self-insured intergovernmental risk pool or agency. Each Party shall name the other Party's Indemnitees (set forth in Section VI) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each policy and without invalidating any coverage, the Parties waive any right of subrogation that they or their agents may have against any of the other Party's Indemnitees.

VIII. MISCELLANEOUS

- A. Entirety. This Memorandum embodies the entire understanding between the Parties, and no amendment is effective unless signed by both Parties.
- B. Notices. Notices to Partner shall be sent to the Lombard Park District, ATTN: Executive Director, 227 W. Parkside Ave., Lombard, IL 60148. Notices to Department shall be sent to the Lombard Police Department, ATTN: Chief of Police, 235 E. Wilson Ave., Lombard, IL

60148. Service shall be by United States certified mail, postage prepaid, return receipt requested, by e-mail, or by personal delivery during regular business hours.

- C. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Memorandum by any person or entity shall be made or be valid against the Parties.
- D. Waiver. The failure of either Party to demand strict performance on any one occasion shall not be deemed a waiver of strict performance on any future occasion.
- E. Counterparts. This Memorandum may be executed in counterparts, each of which shall be an original and all of which shall constitute one instrument.
- F. Governing Law and Venue. This Memorandum shall be governed by the laws of the State of Illinois. The forum for any legal dispute shall be the Eighteenth Judicial Circuit, DuPage County, Illinois.
- G. No Waiver of Tort Immunity. Nothing in this Memorandum constitutes a waiver of the rights, defenses, and immunities available to either Party under the Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.
- H. Compliance with Laws. The Parties shall comply with all applicable federal, State, county, and local statutes, ordinances, rules, regulations, and codes.

VILLAGE OF LOMBARD

LOMBARD PARK DISTRICT

By: _____

By: _____

Its: _____

Its: _____