

JUDICIAL COMMITTEE

RESOLUTIONS



Judicial Committee
Resolution #10-282

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Authorizing the County Executive to Execute Intergovernmental Cooperation Agreement
for Law Enforcement Services between the County of Will
and the City of Wilmington**

WHEREAS, 5 ILCS 220/1 et. seq. provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State, and

WHEREAS, 5 ILCS 220/5 et. seq. further provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract, and

WHEREAS, the City of Wilmington has requested that the County of Will enter into an Intergovernmental Cooperation Agreement for Law Enforcement Services between the County of Will and the City of Wilmington, and

WHEREAS, the Will County State's Attorney's Office has approved the proposed Intergovernmental Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the Intergovernmental Agreement for Law Enforcement Services between the County of Will and the City of Wilmington, in the form substantially attached hereto.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR LAW
ENFORCEMENT SERVICES BETWEEN THE COUNTY OF WILL AND
THE CITY OF WILMINGTON**

THIS AGREEMENT, dated this ____ day of _____, 2010 is made by and between the COUNTY OF WILL, hereinafter referred to as “County,” and the City of Wilmington, hereinafter referred to as “Wilmington.”

WHEREAS, the City of Wilmington is a non-home rule unit of local government within the State of Illinois and

WHEREAS, the County of Will is a body politic and corporate within the State of Illinois; and

WHEREAS, The City of Wilmington is desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within the described areas in its boundaries by the County of Will through the Sheriff thereof, and

WHEREAS, The County of Will is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, intergovernmental cooperation agreements of this nature are authorized pursuant to Section 10, Article VII of the 1970 Illinois Constitution and the authority granted by the Intergovernmental Cooperation Act, Illinois Compiled Statutes, 5 ILCS 220/1.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. As used in this Agreement: “County” means the County of Will, its officers, employees and agents. “Wilmington” means the City of Wilmington, its officers, employees and agents. “Sheriff” means the Sheriff of Will County and the Office he supervises.

2. The County agrees, through the Sheriff, to provide general law enforcement services within the area commonly referred to as the Cinder Ridge Golf Course and the Lakepoint Club Campground, described in Appendix B, which is attached and incorporated herein, located within the corporate limits of Wilmington, within Will County, to the extent and in the manner set forth in this Agreement and Appendix A, which is attached and incorporated herein as well as the Ridge Port Development, as described in Appendix D attached hereto. Except as otherwise hereinafter specifically set forth, law enforcement services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the charter of said County and statutes of the State of Illinois and the municipal codes of Wilmington for which the Sheriff's services are provided.

3. During the term of this Agreement, the Sheriff or his designee shall retain exclusive authority and control over all personnel and matters incidental to the performance of law enforcement services herein, including but not limited to, the rendition of the services performed by the Sheriff's Office, the standards of performance, the discipline of deputies, equipment, communication facilities, supplies and other matters incidental to the performance of such services and control of personnel so employed shall remain with the County. At no time shall any officer, official, or employee of Wilmington undertake to direct any of the assigned personnel as to the matters related to law enforcement services. In the event of a dispute between the parties to this Agreement as to the minimum level or manner of performance of such service, Wilmington shall be consulted and a mutual determination thereof shall be made by both

the Sheriff and Wilmington. The Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

4. For the purpose of performing the law enforcement functions assumed by the Sheriff under this Agreement, County shall furnish all necessary police personnel, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder. Notwithstanding the foregoing, Wilmington may provide additional resources for the County to utilize in performance of the services.

5. Wilmington may, but is not required to, furnish at its own expense and costs all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, lights, water and other utilities for local office which may be used by the Sheriff in connection with the performance of his duties in this Agreement. It is expressly further understood that in event such office is maintained by Wilmington, such quarters may be used by the Sheriff in connection with the performance of his duties in territory outside Wilmington, provided, however, that the performance of such outside duties shall be an incidental and not principal use of Wilmington property and facilities and shall not be at any additional cost to Wilmington. Notwithstanding the foregoing, it is mutually agreed that in all instances where, at the request of Wilmington, special supplies, stationary, notices, forms, and the like must be issued in the name of Wilmington, the same shall be supplied by Wilmington at its own cost and expense.

6. The law enforcement services provided herein shall include, but not be limited to: Criminal law enforcement, applicable traffic law enforcement and control, crime prevention, County ordinances and Wilmington ordinances that are of the same type and

nature as ordinances of the County, enforced by the Sheriff, attending to abandoned and inoperable motor vehicles and other nuisance complaints except ordinance violations and other matters within the jurisdiction of other Wilmington officials, as for example, building code violations, which may be handled by a building commissioner, but in the case of such matters within the jurisdiction of other Wilmington officials, the Sheriff shall render such assistance as may be reasonable, necessary and consistent with the ordinances of Wilmington. Law enforcement services provided hereunder do not include calls concerning animals unless such animals are dangerous to the public health or safety such as a rabid animal. All County personnel assigned to provide law enforcement services herein shall, where applicable, issue traffic citations and otherwise enforce all other criminal statutes, County ordinances, and related Wilmington ordinances, provided that said personnel shall enforce all said laws in a manner consistent with the customary practices and procedures adopted by the Sheriff. All said violations shall be processed in that Court having jurisdiction and all revenue from Court actions arising out of tickets written by the County relating to said violations and prosecutions of County Ordinances and State Statutes within the described area shall be the property of the County.

7. The Sheriff shall provide to Wilmington a monthly report of activities generated as a result of this Agreement. This report shall include the number of calls for service, reported crimes, arrests, traffic accidents and traffic citations.

8. The Sheriff agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The Sheriff or his designee will be available to discuss and report to Wilmington with respect to the deputies' activities as may be reasonably required by Wilmington. It is expressly agreed by and between all

parties hereto that any and all records generated in the implementation of and pursuant to this Agreement are and will remain in the sole and exclusive property of the Sheriff and the contents thereof are not subject to release or disclosure, except as authorized by law. The daily logs shall be made available to Wilmington but in no way will the logs contain or constitute any official investigative report. It is understood and agreed that all records and reports generated by the Sheriff's personnel assigned to Wilmington will be maintained and kept at the Sheriff's Laraway Road facility.

9. All persons employed in the performance of such services and functions pursuant to this Agreement for Wilmington shall be County employees. No person employed hereunder for law enforcement services in Wilmington shall have any right to any pension or other direct compensation from Wilmington or any status as an employee of Wilmington. Notwithstanding the foregoing, for the purpose of performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, every County officer and or employee engaged in performing any service and function shall be deemed to have the same authority as any other officer or employee of Wilmington while performing such service for Wilmington, provided such service is within the scope of this Agreement and is a law enforcement service.

10. Wilmington shall not be called upon to assume any liability for the direct payment of any Sheriff's Office salaries, wages, or other compensation to any County personnel performing services hereunder for Wilmington. Wilmington shall purchase and maintain in force the following coverage/limits: Commercial General Liability with limit of \$1,000,000 each occurrence/aggregates as applicable. The County of Will is to be named as additional insured as respects the operations performed under this contract.

Wilmington shall advise their CGL or Professional Liability carrier that Wilmington is holding the County harmless and submit proof that the carrier has been so advised. Umbrella Liability with Limits of at least \$4,000,000 each occurrence/aggregates as applicable. Wilmington shall not be required to provide worker's compensation or employer liability coverage or pay worker's compensation benefits to the law enforcement personnel providing enforcement services hereunder.

11. The County of Will shall not be liable for any damage, claim, cause of action, expense and/or lawsuit of any kind whatsoever arising out of or in connection with the performance of this Agreement except to the extent caused by the intentional act or omission of the County, its agents, directors, officers, officials or employees.

12. Except as set forth in paragraph 11 above, Wilmington shall indemnify, defend and hold harmless County and its elected and appointed officers, directors, employees and agents from and against any and all liability, expense (including but not limited to investigative costs, defense costs and attorney's fees), claims, causes of action, (including, but not limited to, causes of action related to the selection, retention, or supervision of Wilmington officers, employees or agents) and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, discrimination, harassment, emotional distress, or property damage (including property of County) arising from or connected with the performance of this Agreement. This indemnity shall survive termination of this Agreement and/or final payment hereunder, and shall not be limited to the availability or collectability of insurance coverage.

13. General law enforcement services will be provided by County on an as needed basis, for an agreed yearly flat rate, reviewed and revised on **January 1** of every year this agreement remains in effect.

14. Notwithstanding any provision herein to the contrary, Wilmington may request a reduction in the level of law enforcement service provided by County to occur within (60) days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder.

15. Wilmington shall pay for such services as are required and requested and provided under the terms of this service agreement at the initial rate of Seven Thousand Five Hundred Dollars (\$7500.00) per year (See Appendix A). The foregoing rate may be reduced by the County at any time. To reflect increases in the cost of providing law enforcement services, the County may also increase the rates effective **January 1** of each year; the Sheriff in consultation with the County Auditor shall determine the amount of any such rate increase. Notice of rate increases shall be provided to Wilmington no less than sixty (60) days prior to the effective date of said increase.

16. The cost of other services requested by Wilmington pursuant to this Agreement and not set forth in Appendix A, shall also be determined by the County Auditor in accordance with policies and procedures adopted by the County Board for the determination of rates which are applicable to Wilmington's rate category.

17. The County, through the Auditor, shall render to Wilmington, within ten days after the close of each calendar month, a summarized invoice which covers all services performed during said month, and Wilmington shall pay County therefore within sixty (60) days after date of said invoice. If such payment is not delivered to the County office

which is described on said invoice within sixty (60) days after the date of the invoice, the County shall be entitled to recover interest thereon calculated from the last day of the month in which the services were performed. Said interest shall be at the rate of 1% for each month or fraction thereof until paid.

18. The terms and provisions set forth in the Intergovernmental Agreement shall commence on September 1, 2010, and remain in full force and effect until April 13, 2014. Notwithstanding the foregoing, except in the event of a material breach of the Intergovernmental Agreement which has not been cured by the party in breach thereof, this Intergovernmental Agreement shall automatically renew for successive one year periods unless notice of termination is given at least ninety (90) days prior to the expiration of the term then in effect. Notwithstanding anything herein to the contrary all parties acknowledge that the Will County Sheriff is an elected official and as such cannot legally bind any successor. As such, any successor to the Office of Will County Sheriff may terminate this agreement within a reasonable time after taking Office and upon ninety (90) days notice to Wilmington.

[The rest of this page left intentionally blank]

WHEREFORE, this Intergovernmental Agreement has been duly executed by the parties hereto effective as of the date first set forth above.

CITY OF WILMINGTON

COUNTY OF WILL

By: _____
Marty Orr
Mayor

By: _____
Lawrence M. Walsh
County Executive

By: _____
Paul J. Kaupas
Sheriff, Will County

ATTEST:

ATTEST:

Fran Tutor
City Clerk

Nancy Schultz Voots
County Clerk

APPENDIX A

ANNUAL COST FOR SHERIFF'S SERVICES \$7500.00
(TO BE INVOICED MONTHLY AT THE RATE OF \$ 625.00 PER MONTH)

APPENDIX B

Parcel 1:

That part of the Northeast quarter of Section 32, Township 33 North, and in Range 9 East of the Third Principal Meridian, lying northwesterly of the northwesterly right of way line of Federal Aid Interstate Route #55 Highway, in Will County, Illinois.

Parcel 2:

That part of the South 1/2 of Section 30, in Township 33 North, and in Range 9 East of the Third Principal Meridian described as beginning at the North East corner of Section 30, running South along the East section line to the East Quarter Corner, then West along the center section line for a distance of 330 feet, thence southeasterly to a point which is 330 feet South of the East quarter corner; thence North along the East section line to the East quarter corner.

Parcel 3:

That part of the North half of Section 29 described as follows:
Beginning at the Southwest corner of the Northwest quarter of said Section 29, thence East along the centerline of said Section, 3950 feet to a point; thence in a northwesterly direction, 1486.4 feet to a point 702.5 feet North of said center section line; thence in a northwesterly direction 1454.8 feet to a point 295 feet South of the South side of the drainage ditch; thence North 295 feet to the South side of said drainage ditch; thence West along the South side of said drainage ditch, 1218 feet to the West line of said Section 29; thence South along said West line, 1305 feet to the point of beginning; and also that part of the northeast quarter of Section 30, described as beginning at a point on the East line of said quarter, 1220.05 feet South of the Northeast corner thereof, thence North 85 degrees 20 minutes 45 seconds West 202.84 feet, thence North 58 degrees 56 minutes 25 seconds West 325.10 feet, thence North 64 degrees 05 minutes 23 seconds West 93.52 feet, thence South 32 degrees 14 minutes 28 seconds West 456.12 feet, thence South 30 degrees 37 minutes 36 seconds West 428.59 feet, thence South 18 degrees 37 minutes 14 seconds West 373.31 feet to the northeasterly line of Document No. R71-24864, thence South 52 degrees 40 minutes 17 seconds East 1000.78 feet along said line to a point in the South line of the Northeast quarter that is 330 feet west of the Southeast corner thereof, thence East along the said South line 330 feet to the said Southeast corner, thence North 00 degrees 45 minutes 45 seconds East 1493.91 feet to the point of beginning. Containing 120 acres more or less, all in Township 33 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois.

Parcel 4:

That part of the Southeast quarter of Section 29, in Township 33 North and in Range 9 East of the Third Principal Meridian, lying Northwest of the right of way of Highway Route I-55, excepting therefrom that part that lies North of a line described as follows:

Commencing at a point on the West line of the Southeast quarter that is 975.3 feet South of the Northwest corner of the said Southeast quarter, thence Southeasterly to a point that is 1238.8 feet East of a point that is 1199.09 feet South of the Northwest corner of the Southeast quarter of Section 29, thence Easterly along a line that is 1199.09 feet South of and parallel with the North line of the Southeast quarter to the East line of the Southeast quarter, all in Will County, Illinois.

Parcel 5:

The East 652.19 feet of the North 552.19 feet of the Southeast quarter of Section 29, in Township 33 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois.

Parcel 6:

That part of the West 1238.8 feet of the Southeast quarter of Section 29, Township 33 North, Range 9 East of the Third Principal Meridian, Wilmington Township, Will County, Illinois lying northerly of a straight East-West line intersecting the West line of said quarter 975.3 feet South of the Northwest corner of said quarter and intersecting a point 1238.8 feet East of and 1199.09 feet South of said corner and excepting the North 552.19 feet and containing 15.215 acres more or less.

Parcel 7:

The South 646.90 feet of the North 1199.09 feet of the Southeast quarter of Section 29, Township 33 North, Range 9 East of the Third Principal Meridian, Wilmington Township, Will County, Illinois lying easterly of the West 1238.80 feet of said quarter and containing 20.605 acres more or less.

Parcel 8:

The North 552.19 feet of the Southeast quarter of Section 29, excepting therefrom the East 652.19 feet of the North 552.19 feet thereof, in Township 33 North, and in Range 9 East of the Third Principal Meridian, in Will County, Illinois.

Parcel 9:

A part of Section 29 and 32, in Township 33 North, and in Range 9 East of the Third Principal Meridian, Will County, Illinois, described as follows: Beginning at the center of Section 29, in Township 33 North, and in Range 9 East of the Third Principal Meridian; thence South along the East line of the Southwest quarter of Section 29, to and crossing the South line of Section 29 and continuing South along the East line of the Northwest quarter of said Section 32 to a point that is 990 feet south of the Northeast corner of the Northwest quarter of said Section 32; thence West 990 feet; thence northwesterly to a point on the North line of the Section that is 330 feet East of the Northwest corner of Section 32; thence northwesterly to a point on the West line of Section 29 which is 660 feet North of the Southwest corner of said Section 29; thence North along the West line of Section 29 to the Northwest corner of the Southwest quarter; thence East along the North line of the Southwest quarter of section to the center of the section which, is the place of beginning. Excepting therefrom: That part of Section 29 described as beginning at the center of Section 29 in Township 33 North, Range 9 East of

the Third Principal Meridian, thence South 00 degrees 22 minutes 07 seconds East 1064.73 feet along the East line of the Southwest quarter of said Section 29, thence North 81 degrees 19 minutes 23 seconds West 720.13 feet, thence North 72 degrees 35 minutes 07 seconds West 885.46 feet, thence North 65 degrees 17 minutes 14 seconds West 763.61 feet, thence North 59 degrees 02 minutes 58 seconds West 357.42 feet, thence North 57 degrees 04 minutes 48 seconds West 126.47 feet to the West line of the said Southwest quarter, thence North 00 degrees 56 minutes 03 seconds West 94.33 feet along said West line to the Northwest corner of the said Southwest quarter, thence North 89 degrees 27 minutes 45 seconds East 2657.93 feet along the North line of said quarter to the point of beginning, all in Township 33 North, Range 9 East of the Third Principal Meridian, Wilmington Township, Will County, Illinois and containing 42.451 acres more or less.

Parcel 10:

That part of Section 29 described as beginning at the center of Section 29 in Township 33 North, Range 9 East of the Third Principal Meridian, thence South 00 degrees 22 minutes 07 seconds East 1064.73 feet along the East line of the Southwest quarter of said Section 29, thence North 81 degrees 19 minutes 23 seconds West 720.13 feet, thence North 72 degrees 35 minutes 07 seconds West 885.46 feet, thence North 65 degrees 17 minutes 14 seconds West 763.61 feet, thence North 59 degrees 02 minutes 58 seconds West 357.42 feet, thence North 57 degrees 04 minutes 48 seconds West 126.47 feet to the West line of the said Southwest quarter, thence North 00 degrees 56 minutes 03 seconds West 94.33 feet along said West line to the Northwest corner of the said Southwest quarter, thence North 89 degrees 27 minutes 45 seconds East 2657.93 feet along the North line of said quarter to the point of beginning, all in Township 33 North, Range 9 East of the Third Principal Meridian, Wilmington Township, Will County, Illinois and containing 42.451 acres more or less.

Parcel 11:

The North half of Section 29, excepting that part thereof described as follows: beginning at the Southwest corner of the Northwest quarter of said Section 29, thence East along the centerline of said section, 3950 feet to a point; thence in a northwesterly direction, 1486.4 feet to a point 702.5 feet North of said center section line; thence in a northwesterly direction 1454.8 feet to a point 295 feet South of the South side of the drainage ditch; thence North 925 feet to the South side of said drainage ditch; thence West along the South side of said drainage ditch, 1218 feet to the West line of said Section 29; thence South along said West line, 1305 feet to the point of beginning; also except that part of said North half of said Section 29; described as beginning at the Southeast corner thereof; thence South 89 degrees 54 minutes 06 seconds West along the South line of said North half, 1315.20 feet to a point 3950 feet East of the Southwest corner of said North half; thence North 59 degrees 48 minutes 53 seconds West 256.93 feet; thence North 24 degrees 54 minutes 17 seconds East 406.25 feet; thence North 89 degrees 53 minutes 50 seconds East 1366.24 feet to the East line of said section; thence South 00 degrees 00 minutes 16 seconds East along said East line 498.0 feet to the point of beginning; and also excepting that part of the Northwest quarter of Section 29, beginning at the Northwest corner of said Northwest quarter, thence South 89 degrees 38 minutes 36

seconds East 300.01 feet along the North line of said quarter, thence South 00 degrees 45 minutes 45 seconds West 1352.40 feet parallel with the West line of said quarter, thence North 62 degrees 25 minutes 01 seconds West 245.17 feet, thence North 75 degrees 46 minutes 15 seconds West 83.53 feet to the West line of said quarter, thence North 00 degrees 45 minutes 45 seconds East 1220.05 feet along said West line to the point of beginning, in Township 33 North, and in Range 9 East of the Third Principal Meridian, all in Will County, Illinois and containing 219.751 acres more or less.

Parcel 12:

A triangular parcel lying southeasterly of I-55 in the Southeast quarter of Section 29, in Township 33 North, and in Range 9 East of the Third Principal Meridian, in Will County, Illinois.

Parcel 13:

A parcel of land 50 feet wide being 25 feet in width on each side of the centerline of the Illinois Central Gulf Railroad Company's Old Northern Illinois Coal Company lead track as now located, said parcel beginning at the centerline of Highway No. 129, being also the East line of Section 33 and extending Westerly a distance of 4690 feet, more or less, to the East line of United States Highway No. 55. All located in Sections 33 and 28, in Township 33 North and in Range 9 East of the Third Principal Meridian, except the coal and other minerals beneath the surface thereof and the right to mine and remove the same, all in Will County, Illinois. Excepting therefrom: That part of the Northeast Quarter of the Northwest Quarter of Section 33, described in Document R75-11259 as: A parcel of land 50 feet wide being 25 feet in width on each side of the Centerline of the Illinois Central Gulf Railroad Company's Old Northern Illinois Coal Company lead tract as now located, said parcel beginning at the Centerline of Highway #129, being also the East line of Section 33 and extending Westerly a distance of 4690 feet, more or less, to the east line of U.S. Highway #55. All located in Section 33, in Township 33 North, and in Range 9 East of the Third Principal Meridian, except coal and other minerals beneath the surface thereof and the right to mine and remove same, all in Wilmington Township, Will County, Illinois. And also excepting therefrom: That part of the Northeast Quarter of Section 33, described in Document R75-11259 as: A parcel of land 50 feet wide being 25 feet in width on each side of the Centerline of the Illinois Central Gulf Railroad Company's Old Northern Illinois Coal Company Lead Track as now located, said parcel beginning at the Centerline of Highway #129, being also the East line of Section 33 and Extending Westerly a distance of 4690 feet, more or less, to the East line of U.S. Highway #55. All located in Section 33, Township 33 North, Range 9 East of the Third Principal Meridian, Will County, Illinois.

Parcel 14:

That part of the Southwest 1/4 of Section 28, Township 33 North, Range 9 East of the Third Principal Meridian, lying northwesterly of the North West right of way line of Federal Aid Interstate Route 55 Highway, (Route 77 Section 90R) (Commonly known as Route 66 Highway), excepting (from that part lying Southwesterly of the Northeasterly Right of Way line of the Gulf, Mobile and Ohio Railroad spur track as described by instrument dated October 22, 1927, and recorded as document no. 412009), the coal and

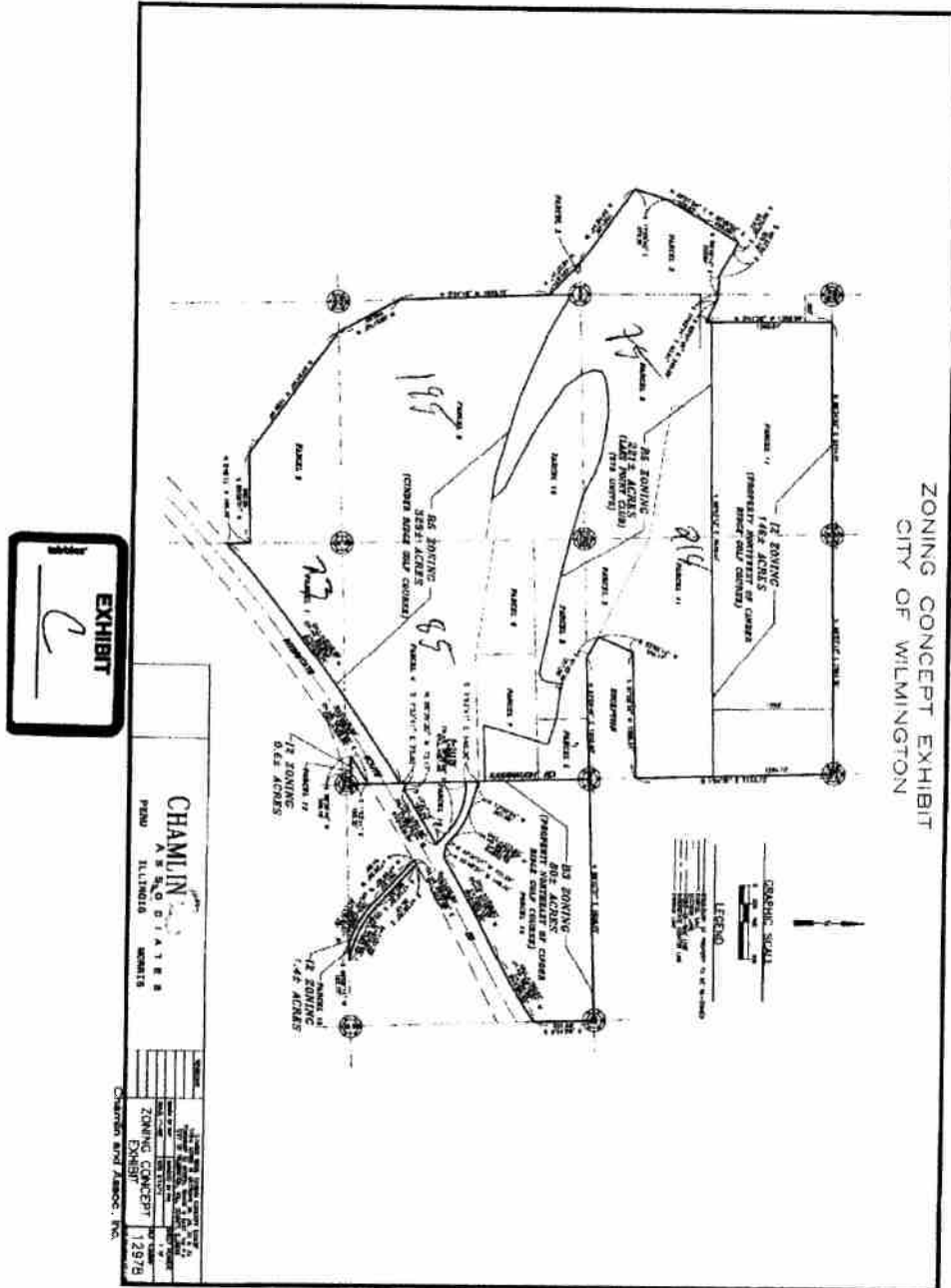


EXHIBIT
 C



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Authorizing County Executive to Negotiate a Professional Services
Agreement for a Jail Management System (JMS)**

WHEREAS, after presentations, discussions, and evaluations of many firms, the Sheriff's Office JMS Review Committee, administrative staff, participant members of the County Integration Work Group, and the County Finance Director have ranked VisionAir as its first choice for the JMS vendor; New World was recommended as its second choice; Intellitech was recommended as its third choice; and Digital Solutions was recommended as its fourth choice, and

WHEREAS, based upon recommendations and presentations at Committee, the Judicial Committee recommends that negotiations be entered into with VisionAir for the County's JMS vendor.

NOW THEREFORE BE IT RESOLVED, that the Will County Board concurs with the recommendation of the Sheriff's Office JMS Review Committee, et. al., ranking the following firms in order of qualifications to be the County's JMS vendor: (1) VisionAir; (2) New World; (3) Intellitech; and (4) Digital Solutions.

BE IT FURTHER RESOLVED, that the Will County Board hereby recommends and directs that negotiations be entered into with VisionAir at a fair and reasonable compensation, taking into account the estimated value, scope, complexity and professional nature of the services to be rendered. If said negotiations with the first ranked VisionAir prove unsuccessful then negotiations with VisionAir should cease and negotiations should begin with the second ranked firm New World. If negotiations with the second ranked firm of New World prove unsuccessful then negotiations with New World should cease and negotiations should begin with the third ranked firm of Intellitech. If negotiations with the third ranked firm of Intellitech prove unsuccessful then negotiations with Intellitech should cease and negotiations should begin with the fourth ranked firm of Digital Solutions.

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of August, 2010.

VOTE: YES: _____ NO: _____ PASS: _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

