

JUDICIAL COMMITTEE

RESOLUTIONS



**Judicial Committee
Resolution #10-18**

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

**RE: Authorizing the County Executive to Execute Intergovernmental Cooperation
Agreement for Law Enforcement Services Between the County of Will
and the Godley Park District**

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 Godley Park District has requested that the County of Will enter into an Intergovernmental Cooperation Agreement for Law Enforcement Services between the County of Will and the Godley Park District, 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 Godley Park District, 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 21st day of January, 2010.

Vote: Yes _____ No _____ Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2010.

Lawrence M. Walsh
Will County Executive

RESOLUTION NO. 101
**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT FOR LAW
ENFORCEMENT SERVICES BETWEEN THE COUNTY OF WILL AND THE
GODLEY PARK DISTRICT**

WHEREAS, in the conduct of the business of the Park District, it is necessary that park patrons and employees, buildings, grounds and other park property be protected and that a safe environment be maintained; and

WHEREAS, the Board of Park Commissioners of the Godley Park District hereby finds and declares that it is in best interests of the Park District to enter into an Intergovernmental Agreement with the County of Will for law enforcement services, a copy of which is attached hereto as Exhibit 1 and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF GODLEY PARK DISTRICT, WILL AND GRUNDY COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: The Intergovernmental Agreement for Law Enforcement Services Between the County of Will and the Godley Park District attached hereto as Exhibit 1 shall be and is hereby approved, and the President and Secretary of the Board of Park Commissioners are hereby authorized and directed to execute the Intergovernmental Agreement and the Resolution in substantially the form attached hereto.

SECTION TWO: All policies and resolutions of the Park District which conflict with the provisions of this resolution shall be and are hereby repealed to the extent of such conflict.

SECTION THREE: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 22ND day of September, 2009.

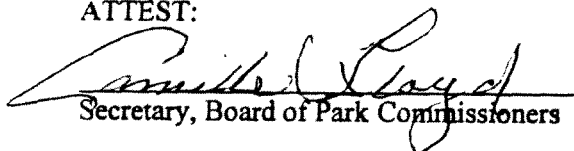
AYES: FLOYD, STANFORD, SCHOTT

NAYS: Ø

ABSENT: KRUG, ALTON

APPROVED THIS 22^N day of September, 2009.

ATTEST:


Secretary, Board of Park Commissioners


President, Board of Park Commissioners

**INTERGOVERNMENTAL COOPERATION AGREEMENT FOR LAW
ENFORCEMENT SERVICES BETWEEN THE COUNTY OF WILL AND THE
GODLEY PARK DISTRICT**

THIS AGREEMENT, dated this ____ day of _____, 2009 is made by and between the COUNTY OF WILL, hereinafter referred to as "County," and the GODLEY PARK DISTRICT, hereinafter referred to as "Park District."

WHEREAS, the Godley Park District 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 Godley Park District desirous of contracting with the County for the performance of the hereinafter described law enforcement functions within 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. "Park District" means the Godley Park District, 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 corporate limits of the Park District, within Will County, to the extent and in the manner set forth in this Agreement and Appendix A, which is attached and incorporated herein. 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 the Park District 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 incident 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 the Park District 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, the Park District shall be consulted and a mutual determination thereof shall be made by both the Sheriff and the Park District. 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, the Park District may provide additional resources for the County to utilize in performance of the services.

5. The Park District 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 in said Park District, such quarters may be used by the Sheriff in connection with the performance of his duties in territory outside the Park District, provided, however, that the performance of such outside duties shall be an incidental and not principal use of Park District property and facilities and shall not be at any additional cost to the Park District. Notwithstanding the foregoing, it is mutually agreed that in all instances where, at the request of the Park District, special supplies, stationary, notices, forms, and the like must be issued in the name of said Park District, the same shall be supplied by the Park District 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 Park District 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 the other Park District 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 Park District officials, the Sheriff shall render such assistance as may be reasonable, necessary and consistent with the ordinances of the Park District. 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 Park District 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 Park District and County Ordinances and State Statutes shall be the property of the County.

7. The Sheriff shall provide to the Park District 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 the Park District with respect to the deputies' activities as may be reasonably required by the Park District. 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 the Park District 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 the Park District 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 the Park District shall be County employees. No person employed hereunder for law enforcement services in the Park District shall have any right to any pension or other direct compensation from the Park District or any status as an employee of the Park District. 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 the Park District while performing such service for the Park District, provided such service is within the scope of this Agreement and is a law enforcement service.

10. The Park District 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 said Park District. The Park District 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. The Park District shall advise their CGL or Professional Liability carrier

that the Park District 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. The Park District 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. Except as otherwise provided for in this Agreement, neither party shall be liable for the negligent or wrongful acts or omissions of the other in the performance of this Agreement.

12. County shall indemnify, defend and hold harmless the Park District 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 County 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 the park District) arising from or connected with any alleged act and/or omission of County, its officers, directors, employees or agents in connection with the law enforcement services to be performed under 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. The Park District 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 Park District 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 any alleged act and/or omission of the Park District, its officers, directors, employees, or agents occurring during 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.

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

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

16. The Park District shall pay for such services as are required and requested and provided under the terms of this service agreement at the initial rate of One Thousand Two Hundred Dollars (\$1200) 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 _____ 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 the Park District no less than sixty (60) days prior to the effective date of said increase.

17. The cost of other services requested by the Park District 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 the Park District's rate category.

18. The County, through the Auditor, shall render to the Park District, within ten days after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the Park District 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.

19. The terms and provisions set forth in the Intergovernmental Agreement shall commence on _____, 2009, and remain in full force and effect until _____, 2011, and shall automatically renew for successive one (1) year periods thereafter unless terminated as provided herein. 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 unless notice of termination is given at least ninety (90) days prior to the expiration of the term then in effect..

[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.

GODLEY PARK DISTRICT

COUNTY OF WILL

By: Edna Alton
Edna Alton
President

By: _____
Lawrence M. Walsh
County Executive

By: Paul Kaupas
Sheriff Paul J. Kaupas

ATTEST:

ATTEST:

Camille Floyd
Camille Floyd
Secretary

Nancy Schultz Voots
County Clerk

