

STATE OF ILLINOIS, } ss.  
COUNTY OF WINNEBAGO }

*I, MARGIE M. MULLINS, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:*

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR POLICE SERVICES WITH THE VILLAGE OF MACHESNEY PARK, ILLIOIS

*with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,*

this 23rd DAY OF JUNE, 2017.

MARGIE M. MULLINS, Winnebago County Clerk

BY: Angela Reing Deputy County Clerk



**RESOLUTION**  
**of the**  
**COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

**2017 CR 084**

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**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTER-  
GOVERNMENTAL COOPERATION AGREEMENT FOR POLICE  
SERVICES WITH THE VILLAGE OF MACHESNEY PARK, ILLINOIS**

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**WHEREAS**, the Village of Machesney Park is a non-home rule unit of local government within the State of Illinois; and

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

**WHEREAS**, the Village of Machesney Park currently contracts with the County of Winnebago for police protection and law enforcement services within the Village of Machesney Park; and

**WHEREAS**, pursuant to Section 10, Article VII of the 1970 Illinois Constitution and 5 ILCS 220/1 et seq., units of local government are authorized to enter into intergovernmental cooperation agreements of this nature; and

**WHEREAS**, the Village of Machesney Park has indicated its desire to extend the aforesaid contract, under similar terms and conditions; and

**WHEREAS**, the Winnebago County Sheriff has expressed his willingness to continue to contract with the Village of Machesney Park to provide an enhanced level of law enforcement services to the Village.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois, that the Chairman of the County Board is hereby authorized and directed to execute, on behalf of the County of Winnebago, an Intergovernmental Cooperation Agreement for law enforcement services and police protection with the Village of Machesney Park, Illinois.

**BE IT FURTHER RESOLVED**, that any Agreement entered into pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Agreement attached hereto as "Exhibit A".

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED**, , that the Clerk of the County Board is hereby directed to prepare and deliver certified copies of this Resolution to the President of the Village Board of Trustees of Machesney Park, Illinois, the Winnebago County Sheriff, the Winnebago County Treasurer, and the Winnebago County Auditor.

Respectfully Submitted,  
**FINANCE COMMITTEE and PUBLIC  
SAFETY COMMITTEE**

**(AGREE)**

**(DISAGREE)**

  
\_\_\_\_\_  
TED BIONDO, CHAIRMAN

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TED BIONDO, CHAIRMAN

  
\_\_\_\_\_  
GARY JURY

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GARY JURY

\_\_\_\_\_  
JOE HOFFMAN

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JOE HOFFMAN

  
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BURT GERL

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DAVE BOOMER

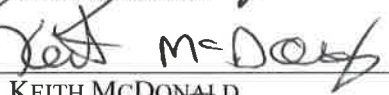
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DAVE BOOMER

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STEVE SCHULTZ

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STEVE SCHULTZ

  
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JAIME SALGADO

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JAIME SALGADO

  
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KEITH McDONALD

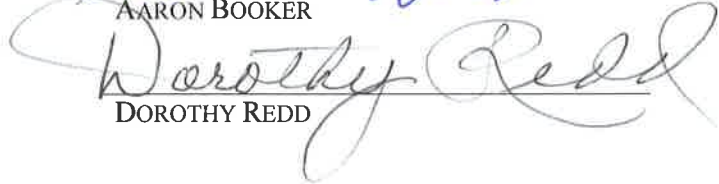
\_\_\_\_\_  
KEITH McDONALD

  
\_\_\_\_\_  
DAVE FIDUCCIA,  
PUBLIC SAFETY CHAIRMAN

\_\_\_\_\_  
DAVE FIDUCCIA,  
PUBLIC SAFETY CHAIRMAN

  
AARON BOOKER

\_\_\_\_\_  
AARON BOOKER

  
DOROTHY REDD

\_\_\_\_\_  
DOROTHY REDD

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FRED WESCOTT

\_\_\_\_\_  
FRED WESCOTT


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ELI NICOLosi

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ELI NICOLosi


  
DAN FELLARS

\_\_\_\_\_  
DAN FELLARS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 22nd day of June 2017.

  
FRANK HANEY  
CHAIRMAN OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

  
MARGIE M. MULLINS  
CLERK OF THE COUNTY BOARD  
OF THE COUNTY OF WINNEBAGO, ILLINOIS

**INTERGOVERNMENTAL COOPERATION AGREEMENT**  
**FOR POLICE SERVICES**

THIS AGREEMENT is made by and between the County of Winnebago, a body politic and corporate, and the Winnebago County Sheriff, hereinafter collectively referred to as the "County", and the Village of Machesney Park, a non-home rule unit of local government, hereinafter referred to as the "Village", WITNESSETH;

WHEREAS, the County has furnished police protection and law enforcement services to the Village both prior to, and subsequent to, the incorporation of the Village; and

WHEREAS, the Village desires to extend its contract with the County for the furnishing of police protection and law enforcement services within the Village; and

WHEREAS, the Winnebago County Sheriff desires to extend the police services contract with the Village; 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 (5 ILCS 220/1, et seq.).

NOW THEREFORE, in consideration of the mutual promises and covenants provided herein, the County and the Village hereby agree as follows:

I. The County shall furnish, supply, and provide the Village with general police protection and law enforcement services under the following guidelines:

A. The general police protection and law enforcement services provided herein to the Village shall, unless specifically provided otherwise, consist only of that type of police protection and law enforcement services within the jurisdiction of and customarily afforded by the Sheriff as authorized by prevailing law.

B. The County shall furnish, supply, and provide the Village with all police personnel, supervision, equipment, communications facilities and supplies necessary to effectively maintain the level of police protection and law enforcement services to be rendered herein, all of which shall be from personnel, services, and facilities available to and customarily used by the Sheriff.

C. The County shall provide the necessary supportive police services and equipment required herein, but only from sources and facilities available to and customarily used by the Sheriff.

D. The Sheriff shall prepare and present to the Village monthly reports of all police activities occurring in said Village and shall include upon request with said monthly reports a copy of all case reports applicable to such activities; provided that any such records shall be of the type and style customarily prepared and maintained by the Sheriff.

E. The services provided herein shall include, but shall not be limited to: traffic enforcement, license inspection and enforcement, and ordinance enforcement.

F. The Village may request the County furnish additional police services.

G. All County personnel assigned to provide the police protection and law enforcement services contemplated by this Agreement shall, when applicable, issue traffic citations under the ordinances of the Village, and shall otherwise enforce all other criminal statutes and County ordinances, or local ordinances, for acts occurring in the Village; 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 prosecuted in that Court having jurisdiction and all revenue from Court actions arising out of such prosecutions, as provided by law, shall be the property of said Village.

II. All County personnel assigned to provide the police protection and law enforcement services herein shall be members of the Winnebago County Sheriff's Department and shall operate under the general supervision of the Winnebago County Sheriff under the following guidelines:

A. The County personnel assigned herein for the purpose of performing their required services, and so as to give official status to their actions, shall be deemed to be agents of the Village.

B. No County personnel shall have, by reason of their assignment to the Village, any pension, civil service, or other employment status, rights, or benefits from the Village.

III. During the term of this contract, there shall be **twenty-nine (29) sworn officers** and **one (1) secretary** assigned to the Village pursuant to the terms of this Agreement. The officers shall consist of **twenty-two (22) patrol officers, two (2) School Resource Officers, three (3) detectives, one (1) 50% Sergeant** whereby at least fifty percent (50%) of the Sergeant's duties shall pertain directly to the Village law enforcement services, and **one (1) Machesney Park Division Supervisor** (currently ranked Lieutenant).

Eight (8) of the aforesaid twenty-two (22) patrol officers assigned by the Winnebago County Sheriff to the Village of Machesney Park area pursuant to this Agreement shall be within the entry level classification for new officers with the Winnebago County Sheriff's Department. All of the other officers assigned by the Winnebago County Sheriff to the Village of Machesney Park pursuant to this Agreement shall have a minimum of three (3) years active experience with the Winnebago County Sheriff's Department; unless otherwise mutually agreed to by the Sheriff and the President of the Village Board of Machesney Park, Illinois, after the President receives approval of the Village Board.

IV. Notwithstanding anything herein to the contrary, the Sheriff shall retain control over all matters incidental to the performance of the police protection and law enforcement services provided for herein, including, but not limited to, the personnel assigned, the methods of rendering such services, the level of standards of performance, the discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies relevant herein. At no time shall any officer, official, or employee of the Village undertake to direct any of the assigned personnel as to matters incidental to the performance of police protection and law enforcement services.

V. The Village agrees to hold the County harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the County for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Village personnel working under this Agreement who are not County personnel assigned herein for the purpose of performing their required services. The Village shall not be required to provide worker's compensation insurance or worker's compensation benefits to the officers assigned to the Village nor shall the Village be required to provide general liability or police liability insurance.

VI. The County agrees to hold the Village harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the Village for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of County personnel working under this Agreement.

VII. The County agrees to keep in force during the term of this Agreement, to satisfaction of the Village, public liability insurance and automobile liability insurance covering



bodily injury and property damage or self-insurance reserves that are sufficient to fulfill all of the County's obligations under the terms of this Agreement, and worker's compensation and related insurance coverage at amounts required by statute. The County agrees to provide a Certificate of Insurance with the Village of Machesney Park named as an additional insured or evidence of sufficient self-insurance reserves covering the Village on appropriate request. The County's failure to maintain the above insurance or have sufficient reserves shall constitute default and the Village may cancel this Agreement.

VIII. The Village will cooperate in providing space for a substation to the Winnebago County Sheriff's Department at the Village Hall located in Machesney Park, Illinois. Vehicles assigned to the Village of Machesney Park shall bear an insignia of the Machesney Park Division of the Winnebago County Sheriff's Office.

IX. The County and the Sheriff, and their officers and employees, shall not be deemed to assume any liability for the contractual or tortuous acts of the Village, its officers, agents, or employees.

X. The Village shall compensate the County for the services rendered hereunder by paying to the County the sum of **\$3,481,366.08** for the period from May 1, 2017 through April 30, 2018, payable as follows: **\$290,113.84** to be paid on the first day of each month. The costs reflect actual personnel costs, excluding the costs of replacing officers while at basic training school, or while on vacation, sick time, training days, or other authorized absences. There shall be an additional cost for the replacement of any officer who is assigned to the Machesney Park village patrol who is absent for any reason stated above; provided, however, such replacement shall not be made unless the additional cost is first approved by the Village. The parties hereto also agree that the consideration of the Village for this contract shall be adjusted whenever necessary, including retroactively, to reflect any actual increase or decrease

in the personnel costs incurred by the County in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between the County and its Deputy Sheriffs.

In addition to the monthly costs provided for above, the Village shall pay for the actual cost of two (2) squad cars, in an amount not to exceed the sum of **\$54,500.00**. The Village shall be given the option of either receiving credit against the actual costs for such vehicles in the amount of the auction proceeds of the vehicle being replaced (if any), or receiving title for the vehicle being replaced (if any). If the Village chooses the receipt of title option, the Village shall pay the total cost of the new vehicle purchased. Such vehicles and equipment may be purchased by the County when it determines that it is cost effective to do so and the Village shall pay for such vehicles and equipment when they are delivered and placed into services, with the benefit of services to the Village, by the County.

XI. The County shall pay all compensation expenses of the personnel assigned to the Village hereunder unless otherwise provided. The parties hereto agree to abide by the requirements of Section 504 of the Federal Rehabilitation Act and will not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

XII. The Village and the County agree that if the Harlem School District No. 122 and/or any other governmental body other than the County applies for and receives grant monies to be applied to police services in the Village, including, but not limited to, salary for a Resource Officer, such grant monies shall be paid directly to the Village to offset said salary or other expenses as is appropriate, under said grant.

XIII. The willful neglect, failure, or refusal by either party to perform any material provision of this Agreement shall give the other party the power to terminate this Agreement and seek compensation for damages suffered by reason of such breach.

XIV. The Village of Machesney Park shall prosecute all Village traffic tickets and Village ordinance violations, except in such cases as the parties hereto subsequently agree to prosecution by the State's Attorney of Winnebago County.

XV. The Village, pursuant to Village Code section 12.3801 et seq, has established an impound fee for seized or impounded vehicles. The impound fee is set at \$350 and is to be imposed pursuant to section 12.3803 of the Code. The Village and the County agree that the impound fee for vehicles impounded within the corporate limits of the Village shall be forwarded to the Village pursuant to the procedures established for said purpose. No additional impound (or other) fee shall be imposed by the County on such vehicles. Further, any other fees, fines, penalties, or miscellaneous revenues, generated by officers assigned to the village, while performing their duties within the village limits, shall belong to and ultimately shall be forwarded or tendered by any appropriate means to the Village.

XVI. This Agreement may be terminated by either party upon written notice of a termination date provided to the other party at least two (2) years prior to such termination.

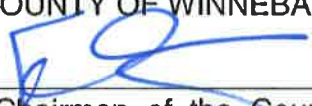
XVII. This agreement shall be effective as of the first day of May 2017, upon its approval by the County Board, the Sheriff of Winnebago County, Illinois, and the Village Board of Machesney Park, Illinois, and shall be renewable, upon the same terms as contained in this Agreement, as of the first day of May 2018; and again on the first day of May each subsequent year.

XVIII. This Agreement replaces and supersedes any previous intergovernmental Cooperation Agreement for Police Services entered into by and between the County and the Village.


IN WITNESS WHEREOF, the County of Winnebago, by Resolution duly adopted by the County Board, caused this Agreement to be signed by its Chairman and attested by its Clerk on this 23<sup>rd</sup> day of June, 2017.

IN WITNESS WHEREOF, the Village of Machesney Park, by Resolution adopted by the Village Board, caused this Agreement to be signed by its President and attested by its Clerk on this \_\_\_ day of May, 2017.

THE COUNTY OF WINNEBAGO

BY:   
Chairman of the County Board of  
the County of Winnebago, Illinois

ATTEST:

  
Margie Mullins, Clerk of the County  
Board of the County of Winnebago,  
Illinois

WINNEBAGO COUNTY SHERIFF

BY: \_\_\_\_\_  
Gary Caruana  
Sheriff, Winnebago County

VILLAGE OF MACHESNEY PARK

BY: \_\_\_\_\_  
President of the Board of Trustees  
Village of Machesney Park, Illinois

ATTEST:

\_\_\_\_\_  
Lori J. Mitchell, Village Clerk for the  
Village of Machesney Park, Illinois

**MACHESNEY PARK FY 2018 BUDGET  
MAY 1, 2017 THRU APRIL 30, 2018**

|                                     | <u>Budget FY<br/>2016-2017</u> | <u>Budget FY<br/>2017-2018</u> | <u>Difference</u>   | <u>Percentage<br/>Difference</u> |
|-------------------------------------|--------------------------------|--------------------------------|---------------------|----------------------------------|
| Lieutenant                          | \$157,107.49                   | \$171,484.72                   | \$14,377.23         | 9.15%                            |
| Sergeant (50%)                      | \$81,399.85                    | \$81,667.61                    | \$267.76            | 0.33%                            |
| Detective (3)                       | \$442,309.65                   | \$443,943.85                   | \$1,634.20          | 0.37%                            |
| School Resource Officer (2)         | \$215,639.98                   | \$216,776.97                   | \$1,136.99          | 0.53%                            |
| Patrol Officers (14)                | \$1,450,011.51                 | \$1,458,006.08                 | \$7,994.57          | 0.55%                            |
| Entry Officers (8)                  | \$663,778.37                   | \$665,553.13                   | \$1,774.76          | 0.27%                            |
| Secretary                           | \$29,411.26                    | \$35,033.03                    | \$5,621.77          | 19.11%                           |
| Night Differential - 12 @ .75/hr    | \$19,710.00                    | \$19,710.00                    | \$0.00              | 0.00%                            |
| Overtime                            | <u>\$93,500.00</u>             | <u>\$93,500.00</u>             | \$0.00              | 0.00%                            |
| <b>Total Pay and Benefit Costs</b>  | <b>\$3,152,868.11</b>          | <b>\$3,185,675.39</b>          | <b>\$32,807.28</b>  | <b>1.04%</b>                     |
| Vehicle Maintenance                 | \$5,240.00                     | \$0.00                         | -\$5,240.00         | -100.00%                         |
| Fuel/Car Washes                     | <u>\$67,732.00</u>             | <u>\$55,107.00</u>             | -\$12,625.00        | -18.64%                          |
| <b>Total Maintenance Costs</b>      | <b>\$72,972.00</b>             | <b>\$55,107.00</b>             | <b>-\$17,865.00</b> | <b>-24.48%</b>                   |
| 911 Dispatch                        | \$154,503.77                   | \$157,563.25                   | \$3,059.48          | 1.98%                            |
| Records Costs                       | \$68,794.18                    | \$70,156.44                    | \$1,362.26          | 1.98%                            |
| Report Forms                        | \$800.00                       | \$800.00                       | \$0.00              | 0.00%                            |
| MDT Alert Service                   | \$4,524.00                     | \$4,524.00                     | \$0.00              | 0.00%                            |
| Cruiser Maintenance Fee             | \$1,300.00                     | \$1,300.00                     | \$0.00              | 0.00%                            |
| Verizon Network Cards               | \$6,240.00                     | \$6,240.00                     | \$0.00              | 0.00%                            |
| <b>Total Misc. Costs</b>            | <b>\$236,161.95</b>            | <b>\$240,583.69</b>            | <b>\$4,421.74</b>   | <b>1.87%</b>                     |
| <b>Total Fiscal Year Budget</b>     | <b>\$3,462,002.06</b>          | <b>\$3,481,366.08</b>          | <b>\$19,364.02</b>  | <b>0.56%</b>                     |
| <b>Total FY Budget Monthly Cost</b> | <b>\$288,500.17</b>            | <b>\$290,113.84</b>            | <b>\$1,613.67</b>   | <b>0.56%</b>                     |