

7-1

SANGAMON COUNTY

RESOLUTION APPROVING AGREEMENT BETWEEN THE PUBLIC SAFETY TRAINING FOUNDATION AND THE SANGAMON COUNTY FOR USE OF THE PUBLIC SAFETY TRAINING FOUNDATION FACILITIES.

WHEREAS Board of Trustees of the SANGAMON COUNTY desires to enter into an agreement with THE PUBLIC SAFETY TRAINING FOUNDATION for use of the Public Safety Training Foundation Facilities.

BE IT RESOLVED by the Trustees that the Agreement presented to the Trustees herewith, between THE PUBLIC SAFETY TRAINING FOUNDATION and Sangamon County, be and the same is hereby ratified, approved and adopted.

BE IT FURTHER RESOLVED by the Trustees that the President and Secretary be, and they are hereby, authorized and directed to sign, seal and attest the Agreement on behalf of Sangamon County.

PASSED this \_\_\_ day of \_\_\_\_\_, 2024 .

\_\_\_\_\_  
Chairman, Sangamon County Board

ATTEST:

\_\_\_\_\_  
County Clerk

Approved by the Jail

Committee January 16, 2024

\_\_\_\_\_, Chairman

**FILED**  
JAN 08 2024  
*Don Hays*  
Sangamon County Clerk

**AGREEMENT BETWEEN THE PUBLIC SAFETY TRAINING FOUNDATION,  
ICAT TRAINING FOUNDATION,  
AND SANGAMON COUNTY, ILLINOIS  
FOR USE OF THE PUBLIC SAFETY TRAINING FOUNDATION'S  
AND ICAT TRAINING FOUNDATION'S FACILITIES**

This Agreement (“**Agreement**”) is made by THE PUBLIC SAFETY TRAINING FOUNDATION, a not-for-profit corporation (the “**PSTF**”), THE ICAT TRAINING FOUNDATION, a not-for-profit corporation (the “**ICAT**”), and SANGAMON COUNTY, with reference to the following facts, and subject to the following terms and conditions:

**RECITALS**

- A. The PSTF and ICAT own various training facilities in Macon County (the “**Facilities**”).
- B. The PSTF and ICAT now desires to allow the Sangamon County Sheriff’s Office (“**SCSO**”) to use the Facilities, subject at all times to the terms and conditions of this Agreement.

**ARTICLE ONE- GENERAL TERMS**

- A. In consideration for the County’s covenants hereinafter expressed and made, the PSTF and ICAT grants the SCSO non-exclusive access to and use of the Facilities on days exclusively determined by the PSTF and ICAT and agreed to by the SCSO.
- B. The County agrees that the PSTF and ICAT shall maintain control of the Facilities and further agrees to abide by the PSTF and ICAT operational rules for the Facilities, which rules and subsequent amendments shall be provided by PSTF and ICAT personnel to the SCSO personnel in charge.

**ARTICLE TWO- PARTICULAR TERMS AND CONDITIONS**

- A. The Facilities are available to SCSO only for training of personnel employed by SCSO.
- B. The Facilities may be scheduled by SCSO personnel by contacting the PSTF Director of Training.
- C. SCSO acknowledge that other parties will also be using the Facilities.
- D. SCSO personnel shall use personal safety equipment at all times when training at the Facilities.

### **ARTICLE THREE- LIMITATIONS**

The nature of this grant is a license. This Agreement is not assignable or otherwise transferable. As part of the consideration of the PSTF and ICAT entering into this Agreement, the SCSO agrees that the Sangamon County Board shall first pass a resolution whereby the County approves the terms of this Agreement and fully indemnifies the PSTF and ICAT, as more fully set forth below, which obligations shall survive the termination or expiration of this Agreement.

### **ARTICLE FOUR- LIABILITY**

The County agrees to assume liability for any loss, cost, claims, demands, damages and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from the acts of omissions of any SCSO personnel related to the County's use of the Facilities, including tortious acts or omissions resulting in injury to or death of persons, including the agents and employees of either party herein.

Notwithstanding the indemnity obligations contained herein or assumed by this Agreement, the County has no liability, and shall not be responsible to indemnify any party for any demand, claim, suit or judgment arising out of the acts or omissions of the PSTF, ICAT, or their respective employees, agents, or contractors.

### **ARTICLE FIVE- TERMINATION**

This initial Agreement is effective upon the last occur of the County passing its approving resolutions and shall end on the last day of December 2024. This Agreement shall automatically be renewed thereafter for successive twelve-month periods unless either party gives written notice on or before December 1<sup>st</sup> of each year. This Agreement may be terminated by either party hereto at any time, by giving ten (10) days prior written notice to the other party at the address shown on the signature page.

### **ARTICLE SIX- NOTICES**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties and the addresses set forth below and are deemed submitted three (3) days after their deposit in the United States mail, postage paid.

**SANGAMON COUNTY**

**PUBLIC SAFETY TRAINING  
FOUNDATION**

Trisha A. Cook  
Chief Operating Officer  
1087 West Rotary Way  
Decatur, IL 62521

**ICAT TRAINING FOUNDATION**

Charlotte B. Ryan  
Secretary/Treasurer  
1053 West Rotary Way, STE A  
Decatur, IL 62521

**ARTICLE SEVEN - ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the PSTF, ICAT, and the County as to the Facilities and the matters set forth herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above

written.

**FOUNDATION:**

PUBLIC SAFETY TRAINING FOUNDATION

By: \_\_\_\_\_  
Name: Trisha A. Cook  
Title: Chief Operating Officer  
Date: \_\_\_\_\_

Public Safety Training Foundation  
1087 W. Rotary Way  
Decatur, IL 62521

**SANGAMON COUNTY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOUNDATION:**

ICAT TRAINING FOUNDATION

By: \_\_\_\_\_  
Name: Charlotte B. Ryan  
Title: Secretary/Treasurer  
Date: \_\_\_\_\_

ICAT Training Foundation  
1053 W. Rotary Way, STE A  
Decatur, IL 62521

**SANGAMON COUNTY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_