

FILED

JUL 03 2018

Don Henry
Sangamon County Clerk

10-1

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN

THE VILLAGE OF ROCHESTER, ILLINOIS

AND

THE ILLINOIS STATE POLICE

REGARDING POLICING OF ILLINOIS ROUTE 29 NEAR THE VILLAGE

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JUL 02 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and between THE VILLAGE OF ROCHESTER, an Illinois Municipal Corporation, the SANGAMON COUNTY SHERIFF, an agency of the County of Sangamon, Illinois, a body politic, and ILLINOIS STATE POLICE, in the State of Illinois, a unit of state government under the laws of the State of Illinois.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 permits and expressly authorizes the Village to participate in cooperative activities with other units of local government, in any manner not prohibited by law or by ordinance; and

WHEREAS, Illinois statutes provide that public agencies may share powers through intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and,

WHEREAS, the Village is a unit of local government and a public agency of the State of Illinois that operates a police force including police officers, vehicles, and equipment; and,

WHEREAS, the Illinois State Police is a unit of state government and a public agency under the State of Illinois; and,

WHEREAS, the County of Sangamon is a body politic and the Sangamon County Sheriff is a public agency of the County of Sangamon; and,

WHEREAS, the Illinois Vehicle Code prohibits the use of electronic communication devices while operating a vehicle on a roadway; and,

WHEREAS, the Village desires that its laws, ordinances, rules and regulations, as well as those of the Village and the State of Illinois be enforced within the Village as well as on the roadways immediately leading to and coming from the Village; and,

WHEREAS, the Village has received a grant to better enforce distracted driving, including driving while operating an electronic communication device, in and through its corporate limits; and,

WHEREAS, the primary means of ingress and egress to the Village is Illinois State Route 29, jurisdiction over which immediately outside of the Village belongs to the Illinois State

Police and Sangamon County Sheriff; and,

WHEREAS, the Village has determined that it is feasible and appropriate that, for the duration of the aforementioned grant, its police officers enforce the laws, ordinances, rules and regulations of the Village and State of Illinois for up to 1.5 miles outside its corporate limits; and

WHEREAS, the Illinois State Police has the authority to enter into and perform the terms of this Agreement and believes it to be in the best interest of the citizens of the Village and the State of Illinois; and

WHEREAS, the Sangamon County Sheriff has the authority to enter into and perform the terms of this Agreement and believes it to be in the best interest of the citizens of the Village and the State of Illinois.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Incorporation. The preamble "Whereas" findings set forth hereinabove are hereby declared to be adopted by the parties as part of this Agreement, as if said preamble findings were expressly set forth verbatim in the body of this Intergovernmental Cooperation Agreement.

2. Scope of Services. Village police officers shall be authorized at all times to enforce the laws, ordinances, rules, and regulations of the Village, State of Illinois, and United States for up to 1.5 miles beyond the corporate limits of the Village along Illinois Route 29 for the duration of the grant it received to enforce distracted driving, in twelve (12) month intervals with renewal if the grant extends beyond twelve (12) months. State of Illinois and County of Sangamon shall make no payment to the Village for the enforcement services contained herein, and the Village shall have no duty to enforce the laws, ordinances, Village, State of Illinois, and United States beyond its corporate limits.

3. Command. The Village police officers shall remain under the command of the Village's Chief of Police at all times. The Village police officers shall remain employees and agents of the Village. As employees of the Village, the police officers shall have full and exclusive control over the specific means, manner, and methods used in providing the law enforcement and police services contemplated by this Agreement. It is further understood that the Village police officers are not agents or employees of the State or County and are therefore not entitled to any benefits provided to employees of the State or County.

4. Authority. Village police officers, acting hereunder to enforce the laws on State Route 29, shall be conservators of the peace within and upon such property controlled by the State and shall have the power to issue tickets, make arrests on view of the offense, or upon probable cause or warrants, for violation of any of the laws, rules, regulations, or ordinances of the Village or State, or for any breach of the peace, in the same manner as Illinois State Police and/or Sangamon County Sheriff organized and existing under the general laws of the State of Illinois.

5. Immunities Retained. The Village, Sangamon County Sheriff, and the Illinois State Police and all employees, agents, and volunteers thereof shall in all circumstances, both inside and outside the corporate limits of the Village, possess, retain, and to the extent that may be necessary, transfer all of their common law and statutory immunities and defenses from liability for civil actions, including, but not limited to, all such defenses and immunities contained in the “Local Governmental and Governmental Employees Tort Immunity Act”, 745 ILCS 10/1-101 *et seq.*, to the end that the Illinois State Police, the Sangamon County Sheriff, the Village, and all employees, agents and volunteers thereof shall fully enjoy and benefit from all such common law and statutory defenses and immunities.

6. Approval of Agreement. This Intergovernmental Cooperation Agreement shall not become effective until first approved by appropriate ordinance or resolution of the governing bodies of the Village, the Sangamon County Sheriff, and the Illinois State Police. Upon approval, copies of this Intergovernmental Cooperation Agreement shall be filed with each agency’s appropriate Clerk.

7. Term. The term of this Intergovernmental Cooperation Agreement shall be twelve (12) months. If the Village’s grant extends beyond the Term of this Intergovernmental Cooperation Agreement, then this Intergovernmental Cooperation Agreement shall automatically renew for a subsequent twelve (12) month term. This Intergovernmental Cooperation Agreement shall continue to automatically renew upon such terms until the Village’s grant expires or is terminated.

8. Termination. Upon approval of the governing bodies of the Village, Sangamon County Sheriff, and the Illinois State Police, this Intergovernmental Cooperation Agreement shall remain in full force and effect until one of the following:

- (a) It is terminated by action of the governing body of any party upon thirty (30) days written notice to the other, with or without cause.
- (b) The Village’s grant for policing for distracted driving expires.

9. Choice of Law. This Intergovernmental Cooperation Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

10. No Third-Party Beneficiary. This Intergovernmental Cooperation Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

IN WITNESS WHEREOF, the Village of Rochester, Illinois, the Sangamon County Sheriff, and the Illinois State Police have approved this Intergovernmental Cooperation Agreement as of the date and year first above written.

ILLINOIS STATE POLICE

VILLAGE OF ROCHESTER

By: _____
Its _____

By: _____
Joseph C. Suerdieck, President

ATTEST:

ATTEST:

By: _____
Its _____

By: _____
Its _____

SANGAMON COUNTY SHERIFF

By: _____
Its _____

ATTEST:

By: _____
Its _____