

**A RESOLUTION APPROVING A McHENRY COUNTY CRIMES AGAINST
CHILDREN TASKFORCE AGREEMENT WITH THE
McHENRY COUNTY STATE'S ATTORNEY'S OFFICE**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, the McHenry County State's Attorney's Office has established a specialized unit of Investigators to investigate any criminal complaint of physical or sexual abuse involving children up to the age of sixteen (16); and

WHEREAS, the McHenry County State's Attorney's Office is offering the services of its specialized unit of Investigators to investigate criminal complaints of physical or sexual abuse involving children up to the age of sixteen (16) at the request of any member Municipal Police Department, which services are being offered at no cost to the member Municipal Police Departments; and

WHEREAS, the President and Board of Trustees of the Village of Barrington Hills has determined that it is in the best safety interests of the Village of Barrington Hills and its residents and children to enter into the McHenry County Crimes Against Children Taskforce Agreement with the McHenry County State's Attorney's Office so that Village Police may utilize the specialized investigatory services being offered, at no cost to the Village, regarding investigations of crimes against children.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

SECTION ONE: The foregoing recitals are incorporated into, and made a part of, this Resolution.

SECTION TWO: The President and Board of Trustees of the Village of Barrington Hills hereby approve the McHenry County Crimes Against Children Taskforce Agreement with the McHenry County State's Attorney's Office attached to this Resolution as Exhibit A.

SECTION THREE: The Village Police Chief is authorized to execute the McHenry County Crimes Against Children Taskforce Agreement with the McHenry County State's Attorney's Office as referenced in Section Two of this Resolution.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.


Ayes: 5 (Hills, Riff, Croll, Konicek, Cecola)

Nays: 0

Absent: 2 (Strauss, Ekstrom)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 27th day of February, 2023.

APPROVED:


Village President

ATTEST:


Village Clerk



INTEROFFICE MEMORANDUM



Date: February 23, 2023

To: Board of Trustees

From: Chief Colditz

Subject: McHenry and Cook County – Special Assistance Agreements

Recommendation:

Board approval of two separate Resolutions, authorizing me to execute agreements with both the McHenry County State's Attorney's Office, and the Cook County Sheriff's Office.

Discussion:

The Department has the unique opportunity to enter partnerships with two specialized County units to access no-cost programs which are believed to be beneficial to the Department's mission and the delivery of services, specifically the investigation of criminal complaints of physical or sexual abuse involving children, and the response to individuals experiencing mental health crisis.

McHenry County Crimes Against Children Taskforce

The McHenry County State's Attorney's Office has established a specialized unit of investigators to investigate any criminal complaint of physical or sexual abuse involving children up to the age of sixteen. The State's Attorney's Office will assign investigators to fully investigate all cases arising from within the Department's police jurisdiction and participating agencies may assign a Department member to assist the State's Attorney's investigators during the course of an investigation.

Cook County Sheriff's Office Treatment Response Team (TRT)

Licensed clinicians are available 24 hours a day to assist individuals and their families with accessing substance use and mental health treatment. Under the Co-Responder Virtual Assistance Program, a member of the TRT connects with the individual needing assistance via a tablet or smartphone and provide assistance beyond the level of responding officers.

EXHIBIT A

**McHENRY COUNTY CRIMES AGAINST CHILDREN TASKFORCE AGREEMENT WITH
THE McHENRY COUNTY STATE'S ATTORNEY'S OFFICE**



OFFICE OF THE STATE'S ATTORNEY
McHENRY COUNTY
PATRICK D. KENNEALLY

McHENRY COUNTY CRIMES AGAINST CHILDREN TASKFORCE AGREEMENT

THIS AGREEMENT by and between the Barrington Hills Police Department, Bull Valley Police Department, Cary Police Department, Crystal Lake Park District Police Department, Fox River Grove Police Department, Harvard Police Department, Hebron Police Department, Holiday Hills Police Department, Island Lake Police Department, Johnsburg Police Department, Lakemoor Police Department, Lakewood Police Department, McCullom Lake Police Department, McHenry County Conservation District Police Department, Oakwood Hills Police Department, Prairie Grove Police Department, Richmond Police Department, Spring Grove Police Department, Union Police Department, and Wonder Lake Police Department (hereinafter "participating agencies") and the McHenry County State's Attorney's Office.

WHEREAS, the State's Attorney and the aforementioned police departments are authorized by the terms and provisions of 5 ILCS 220/5 *et seq.* to perform jointly any governmental purposes or undertakings any of them could do singularly.

WHEREAS, the State's Attorney and aforementioned police departments have each determined it to be in their best interests and the best interests of residents to cooperate in the investigation of violent crimes against children,

WHEREAS, violent crime is an expansive problem that is more effectively confronted through agency cooperation;

WHEREAS, the aforementioned police departments are requesting the assistance of the State's Attorney's Office in investigating violent crimes against children.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The McHenry County State's Attorney's Office shall assign investigators to fully investigate all cases arising from within the geographic boundaries of the participating agencies' police jurisdiction relating to any criminal complaint of physical or sexual abuse:
 - A) of a child 12 years of age or younger; or
 - B) of an alleged victim between the ages of 13-16 where there is more than five (5) years age difference between the alleged victim and suspect or the offender is a family member, caretaker, or person in authority.
2. Investigators shall be exclusively employed, supervised, and directed by the State's Attorney and/or his assign or designee.
3. The participating agencies agree to provide the State's Attorney's investigators with full access to its facilities and recording equipment for purposes of interviewing subjects, detaining suspects, or any other necessary investigatory activity.
4. The participating agencies agree to securely and safely store any evidence that is acquired as part of an investigation.
5. A participating agency that has referred a case pursuant to this Agreement may assign a member from their agency to assist the State's Attorney investigators during the course of an investigation. The State's Attorney's investigators shall cooperate with the assigned member from the participating agency and, at the member's request and discretion, include said member in any and all investigatory activities.

6. Any police officers from a participating agency assisting in an investigation or otherwise acting under this Agreement shall continue to be covered by their employing agency for the purposes of salary, overtime, worker's compensation, unemployment compensation, disability benefits, and other employee benefits and civil liability, and shall be considered to be acting in the ordinary course of their employment with the participating agency.
7. All expenses and criminal or civil liability related to a participating agency's police officer's assistance, or any other act done by a participating agency or the participating agency's employee, assign, or designee on account of or in furtherance of this Agreement shall be borne by the participating agency.
8. Each party to this Agreement shall bear the costs of its own defense. This Agreement shall not be construed as seeking to either enlarge or diminish an obligation or duty owed by one party with respect to third parties or to increase the liability of any party beyond that which is imposed by law.
9. Each party (in such capacity the "Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other party (in such capacity the "Indemnified Party") and any of its subsidiaries and affiliates and the respective officers, directors and employees of each of the foregoing entities from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorney's fees and costs of defense) in any manner arising out of or resulting from performance of the Services contemplated herein, provided that any such claim, demand, liability, loss, damage, suit, judgment, cost or expense (1) is attributed to bodily injury, sickness, disease or death of any person, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused by

any act or omission of the Indemnifying Party.

10. The terms of this agreement shall be effective and binding from the date of its execution by the McHenry County State's Attorney's Office and terminate one year thereafter, unless terminated earlier by a participating agency pursuant to section 16, below.
11. This Agreement shall not be construed as to create a joint venture, partnership, or employment relationship of any kind between the parties hereto.
12. All parties to this Agreement shall maintain for the duration of this Agreement, and any extensions thereof, at their own expense, all law enforcement insurance required by law and insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:
 - A) Commercial General Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - B) Business Auto Liability, to include, but not be limited to, Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than

\$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and

C) Workers Compensation Insurance to cover all employees, including independent contractors working in a law enforcement capacity, that meets statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$100,000 for each incident

13. In the event that any of the terms or conditions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.
14. This Agreement represents the entire Agreement between the parties hereto. No oral representations, promises, terms or Agreements have been made, and any such representations, promises, terms or Agreements shall be of no force and effect.
15. If any of the terms of this Agreement conflict with any of the terms of any other written Agreement between the parties, hereto, the terms of this Agreement shall apply.
16. This Agreement shall be subject to and governed by the laws of the State of Illinois and venue for any disputes arising under this Agreement shall be in the 22nd Judicial Circuit, McHenry County, Illinois.
17. This Agreement may be terminated by any party hereto upon written notice. Such termination shall be without penalty and shall not be construed so as to entitle any party to damages or other compensation.

Barrington Hills Police Department

(Sign)

(Print)

Bull Valley Police Department

(Sign)

(Print)

Cary Police Department

(Sign)

(Print)

Crystal Lake Park District Police Department

(Sign)

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Fox River Grove Police Department

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Harvard Police Department

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Hebron Police Department

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Holiday Hills Police Department

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Island Lake Police Department

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Johnsburg Police Department

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Lakemoor Police Department

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Lakewood Police Department

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McCullom Lake Police Department

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McHenry County Conservation Police Department

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Oakwood Hills Police Department

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Prairie Grove Police Department

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Richmond Police Department

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Spring Grove Police Department

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Union Police Department

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Wonder Lake Police Department

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McHenry County State's Attorney's Office

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