



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

***Authorizing an Intergovernmental Agreement between the Village of Orland Park
and the Will County Sheriff's Office in Regard to Investigation of Officer-Involved
Deaths and Shootings***

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, pursuant to the Police and Community Relations Improvement Act, 50 ILCS 727/1-1 et seq., no investigator involved in the investigation of an officer-involved death may be employed by the law enforcement agency that employs the police officer involved in the officer-involved death, and

WHEREAS, the Village of Orland Park desires to enter into this Intergovernmental Agreement, to authorize the Will County Sheriff's Office to conduct investigations of Village police officer-involved shootings occurring within those portions of the Village located in the County of Will, and

WHEREAS, the Executive Committee concurs with this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the Intergovernmental Agreement between the County of Will and the Village of Orland Park in regard to investigation of officer-involved deaths and shootings, in the form substantially attached hereto, subject to the review and approval of the Will County State's Attorney's Office.

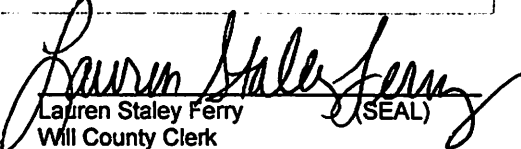
BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

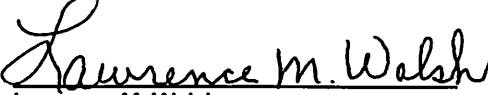
Adopted by the Will County Board this 20th day of June, 2019.

AYES:	Ogalla, Summers, Koch, Moustis, Rice, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Dollinger, Marcum, Berkowicz, Cowan, Tuminello, Weigel, Ferry, Kaulidis
ABSENT:	Moran

Result: Approved - [Unanimous]

Approved this 25th day of June, 2019.


Lauren Staley Ferry (SEAL)
Will County Clerk


Lawrence M. Walsh
Will County Executive

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ORLAND PARK AND THE WILL COUNTY SHERIFF'S OFFICE IN
REGARD TO INVESTIGATION OF OFFICER-INVOLVED DEATHS AND SHOOTINGS**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this ____ day of _____, 2019, by and between the Village of Orland Park (hereinafter referred to as "Village"), the County of Will (hereinafter referred to as the County), and the Will County Sheriff's Office (hereinafter referred to as "WCSEO"). The Village, the County and WCSEO are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, pursuant to the Police and Community Relations Improvement Act ("Act"), 50 ILCS 727/1-1 *et seq.*, no investigator involved in the investigation of an officer-involved death may be employed by the law enforcement agency that employs the police officer involved in the officer-involved death; and

WHEREAS, as a matter of policy, the Village desires to also authorize an independent law enforcement agency to investigate officer-involved shootings to conduct investigations of Village police officer-involved shootings occurring within those portions of the Village located in the County of Will; and

WHEREAS, the Village and County desire to enter into this Agreement to authorize the WCSEO to conduct investigations of Village police officer-involved deaths and Village police officer-involved shootings occurring within those portions of the Village located in the County of Will, pursuant to and in compliance with the Act, and the WCSEO is willing and able to conduct the investigations; and

WHEREAS, it is in the best interest of the Village and the County to enter into this Agreement; and

WHEREAS, the Parties to this Agreement desire to set forth their respective rights and duties concerning the investigation of Village police officer-involved deaths and shootings occurring in Will County, Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

I. INCORPORATION OF PREAMBLES

The preambles, as set forth above, are incorporated into this Agreement by reference and are made a part of this Agreement.

II. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

"Officer-involved death" means any death occurring within those portions of the Village located in the County of Will of an individual that results from an action or directly from an intentional omission, including unreasonable delay in seeking medical treatment for an individual in custody or where the need for medical treatment is readily apparent, of a Village police officer while the officer is on duty, or otherwise acting within the scope of his or her employment, or while the officer is off duty, but performing activities that are within the scope of his or her law enforcement duties. "Officer-involved death" includes any death resulting from a motor vehicle accident, if the Village police officer was engaged in law enforcement activity involving the individual or the individual's vehicle in the process of apprehension or attempt to apprehend.

"Officer-involved shooting" means any instance occurring within those portions of the Village located in the County of Will when a Village police officer discharges his or her firearm causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty.

III. VILLAGE RESPONSIBILITIES

A. Procedure To Activate WCSO Investigation Team.

1. To Activate the WCSO investigation team in the event of a police-officer involved death or shooting, the Village Police Department shall contact the WCSO dispatch and provide the type of incident, the location of the incident and provide the direct telephone number of the Village officer in charge.
2. Within five (5) days of the telephone request to activate the WCSO investigation team, the Village Chief of Police or the Chief's designee shall deliver a letter to the WCSO formally requesting that the police-officer involved death or shooting be investigated by the WCSO.

B. Non-Interference With WCSO Investigation. The Village on-scene police supervisor shall ask the Village police officer(s) involved in the officer-involved shooting or death the Public Safety Questions outlined in the Village Police Department's General Orders. However, the Village Police Department shall not conduct any further interviews of Village police officers involved in an officer-involved shooting or death, including witness officers, beyond the Public Safety Questions required by the Village Police Department General Orders. The Village Police Department shall otherwise defer to the WCSO in any investigation conducted under this Agreement.

C. Collection and Preservation of Evidence.

1. The crime scene investigator, or the Village on-scene police supervisor if a crime scene investigator is not immediately available, shall take photographs of the Village police-officer(s) directly involved in the officer-involved shooting or death prior to the officer(s) being transported to the hospital, unless doing so would interfere with the urgent medical needs of the officer(s).
2. The Village on-scene police supervisor shall collect the weapons and magazines of the Village police officer(s) involved in the officer-involved shooting or death and the items shall be turned over to the WCSO investigators at the earliest practicable time.

3. The Village on-scene police supervisor shall order all Village police officers involved in the officer-involved shooting or death not to discuss the details of the incident with other involved officers, peers or support personnel until after they have given their official statements to the WCSO investigators.
 4. The Village Police Department shall make all Village police officers on the scene of an officer-involved shooting or death available for interviews by the WCSO investigators; however, no such officer(s) directly involved in a deadly use of force shall be interviewed until after a minimum of two (2) sleep cycles.
 5. The Village Police Department shall be responsible for obtaining the names and contact information for all witnesses to an officer-involved shooting or death.
 6. The Village Police Department shall be responsible for safeguarding any firearms, ammunition, additional magazines or other weapons possessed by the person who was shot or killed in an officer-involved shooting or death until such time as the items can be turned over to the WCSO investigators.
 7. The Village Police Department shall not collect any physical evidence related to an officer-involved shooting or death, unless doing so is necessary to prevent the loss or destruction of the evidence. Rather, the Village Police Department shall secure the scene of the incident and start a crime scene log, pending the arrival of the WCSO investigators.
 8. The Village Police Department shall provide three (3) copies of all reports prepared by the Village Police Department related to an officer-involved shooting or death to the WCSO investigators.
 9. The Village Police Department shall provide three (3) copies of all pertinent photographs and audio and electronic recordings to the WCSO investigators including, without limitation, the following: in-car/dash cam videos, crime scene photographs, body camera recordings, holding cell surveillance, Taser cameras, 911 audio recordings, PDT/mobile computer traffic, MDT text traffic CAD printouts, radio traffic and event queries.
- D. The Village Police Department shall be responsible for Coroner notification and media inquiries.

IV. COUNTY/WCSO RESPONSIBILITIES

A. Response and Investigation.

1. Upon being notified by the Village of an officer-involved shooting or death through WSCO dispatch, the WCSO shall respond to the scene of the incident by dispatching an investigation team that meets the requirements of the Act, as may be amended, including, without limitation, that the lead investigator shall be a person certified by the Illinois Law Enforcement Training Standards Board ("Board") as a Lead Homicide Investigator, or similar training approved by the Board or the Department of State Police, or similar training provided at a Board certified school.

2. Further, if the officer-involved shooting or death being investigated involves a motor vehicle accident, one of the WCSO investigators shall be certified by the Board as a Crash Reconstruction Specialist, or similar training approved by the Board or the Department of State Police, or similar training provided at a Board certified school.
 3. The WCSO shall use members of its Crime Scene Services Unit to process the crime scene.
 4. The WCSO shall conduct interviews of all police officers who were on the scene or responded to the scene of the officer-involved shooting or death; however, no such interview shall be conducted of a Village police officer directly involved in a deadly use of force until after a minimum of two (2) sleep cycles.
 5. The WCSO shall interview all fire department and medical personnel who responded to the scene, and shall use its best efforts to conduct the interviews as soon as possible.
 6. The WCSO shall take all other prudent investigative actions necessary or proper for the completion of an investigation conducted under this Agreement.
- B. Investigation Report of Officer-Involved Death. With respect to an officer-involved death, the WCSO investigators shall, in an expeditious manner, complete its investigation report and provide a copy to the Will County State's Attorney. In the event that the State's Attorney, or a designated special prosecutor, determines that there is no basis to prosecute the law enforcement officer involved in an officer-involved death, the WCSO shall publicly release the report, subject to any applicable limitations imposed by law.
 - C. Investigation Report of Officer-Involved Shooting. With respect to an officer-involved shooting, the WCSO investigators shall, in an expeditious manner, complete its investigation report and provide a copy to the Village Chief of Police.
 - D. Limited Scope of WCSO Investigation. An investigation conducted by the WCSO under this Agreement is limited to a use of force investigation to determine whether a use of force was justified under the circumstances. The WCSO shall have no obligation to, nor shall it, conduct a criminal investigation related to an officer-involved shooting or death. The WCSO shall also have no obligation to, nor shall it, conduct an internal investigation on behalf of the Village related to an officer-involved shooting or death and whether discipline should be imposed on a police officer.

V. GENERAL TERMS AND CONDITIONS

A. Employment Status of County Employees

While performing services under this Agreement, WCSO investigators and all other WCSO and County personnel (collectively "County Employees") shall remain solely the employees of the WCSO and the County and nothing contained in this Agreement shall be construed to create an

employment relationship of any kind between the Village and any County Employee performing services under this Agreement. Accordingly, the WCSO and the County shall remain the sole employer of the County Employees performing services under this Agreement for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Illinois Public Employment Disability Act (5 ILCS 345/1, et seq.) and the Worker's Compensation Act (820 ILCS 305/1, et seq.).

B. Reciprocal Indemnification.

Village Indemnification of WCSO and County. As a material inducement for the County and WCSO to enter into this Agreement, the Village agrees to defend, indemnify and hold harmless the WCSO and the County, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the WCSO, its representatives, officers, trustees, agents and employees. Nothing herein shall prohibit the WCSO and the County from retaining counsel of its choosing or participating in its own defense. This obligation shall survive the termination of this Agreement.

WCSO Indemnification of Village. As a material inducement for the Village to enter into this Agreement, the WCSO agrees to defend, indemnify and hold harmless the Village, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the WCSO's performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Village, its representatives, officers, trustees, agents and employees. Nothing herein shall prohibit Village from retaining counsel of its choosing or participating in its own defense. This obligation shall survive the termination of this Agreement.

- C. Third Parties and Defenses. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which either Party may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.
- D. Notices. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

B. If to the WCSO

Chief of Police
Village of Orland Park
15100 S. Ravinia
Orland Park, Illinois 60462

Sheriff
County of Will
16911 W. Laraway Road
Joliet, Illinois 60433

C. If to the County

County Executive
County of Will
302 N. Chicago Street
Joliet, Illinois 60432

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

- E. Termination. Either Party may terminate this Agreement for any reason upon 60 days written notice to the other party. Notwithstanding notice of such termination, the WCSO shall complete any investigation commenced on or prior to the effective date of termination. In addition, either Party has the right to terminate this Agreement for cause by written notice to the other Party in the event of a material breach of the Agreement. Notice of termination for cause shall identify the material breach and the non-breaching Party shall provide the breaching Party with seven (7) days to cure the material breach. In the event that the breaching Party fails to cure within seven (7) days, this Agreement shall be terminated for cause, unless the non-breaching party extends the time to cure in writing; however, the WCSO shall be required to complete any investigation pending on the date of termination for cause if so directed by the Village Chief of Police or his/her designee, unless such breach continues and materially interferes with the WCSO's ability to complete said investigation.
- F. Counterparts. This Agreement shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- G. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
- H. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below.
- I. Venue. The venue for any lawsuit arising out of or related to this Agreement shall be the 12th Judicial Circuit, Will County, Illinois.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; the County, by its Board and pursuant to authority granted by law, has caused a Resolution to be passed authorizing this Agreement to be signed by its Executive and attested by its Clerk, and the WCSO pursuant to authority granted by law, has caused this Agreement to be signed by the Sheriff.

VILLAGE OF ORLAND PARK

By: _____

Date: _____

Attest: _____

COUNTY OF WILL

By: Lawrence M. Walsh

Date: June 25, 2019

Attest: Lauren Staley Long

WILL COUNTY SHERIFF'S OFFICE

By: Mike Kelly

Date: 6/25/2019