

RESOLUTION NO. R-2016-35

ORIGINAL

**A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN
THE VILLAGE OF MAYWOOD, THE MAYWOOD POLICE DEPARTMENT
AND THE COOK COUNTY SHERIFF'S OFFICE IN REGARD TO
PARTICIPATION OF ONE MAYWOOD POLICE OFFICER ON
THE COOK COUNTY HIGH INTENSITY DRUG TRAFFICKING AREA TASK FORCE**

WHEREAS, the Corporate Authorities of the Village of Maywood (the "Village"), the Maywood Police Department ("MPD") and the Cook County Sheriff's Office ("CCSO") mutually desire to enter into a Memorandum of Understanding ("MOU") relative to one (1) MPD Police Officer serving on the Cook County Sheriff's Office High Intensity Drug Trafficking Area Task Force ("Task Force"). The MOU contains all of the terms, conditions and obligations that the Parties will be responsible for as part of their participation in the MOU and the Task Force. A copy of the MOU is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to enter into the attached MOU pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and finds that entering into the attached MOU is in the best interests of the Village and that the commitment of one (1) MPD Police Officer to the Task Force, subject to the terms and conditions set forth in the MOU, will further enhance and protect the health, welfare and safety of the Village, its residents, property owners, business owners and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Corporate Authorities of the Village Maywood approve of the MOU attached hereto as **Exhibit "A"** and made a part hereof. Further, the Corporate Authorities of the Village of Maywood authorize and direct the Village President, the Police Chief and the Village Attorney, or his/her designees, to execute said MOU and to execute and deliver all other instruments and documents to the Cook County Sheriff's Office that are necessary to fulfill the Village's obligations under the MOU.

ADOPTED this 18th day of October, 2016, pursuant to a roll call vote as follows:

AYES: Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., A. Dorris,
I. Brandon, M. Rogers, M. Lightford and R. Rivers

NAYS: None

ABSENT: None

APPROVED this 19th day of October, 2016 by the Village President of the Village of
Maywood, and attested by the Village Clerk on the same day.



Village President

ATTEST:



Village Clerk

The seal is circular with a double-line border. The outer ring contains the text "VILLAGE OF MAYWOOD" at the top and "COOK COUNTY, ILLINOIS" at the bottom. The inner ring contains the word "SEAL" at the bottom. The center of the seal features the word "INCORPORATED" above a date, which is partially obscured by the signature.

[SEAL]

Exhibit "A"

**MEMORANDUM OF UNDERSTANDING
Non-Employee Deputization**

(attached)

MEMORANDUM OF UNDERSTANDING
Non-Employee Deputization

This Memorandum of Understanding ("MOU") is entered into by and between the MAYWOOD POLICE DEPARTMENT ("Employer Agency") and the COOK COUNTY SHERIFF'S OFFICE ("Sheriff's Office"), on the terms and conditions below:

- 1) This MOU is entered into pursuant to authority granted to public agencies, which is defined to include, among other things, "any unit of local government as defined in the Illinois Constitution of 1970," under 5 ILCS 220/3.
- 2) Pursuant to the authority granted under 55 ILCS 5/3-6008, the Sheriff's Office agrees to appoint the employee of the Employer Agency, [REDACTED] as Deputy Sheriff, subject to the terms and conditions contained herein and the incorporated Non-Employee Deputization Agreement, attached as Exhibit A.
- 3) Employer Agency represents that Deputized Non-Employee is assigned to be a member of the High Intensity Drug Trafficking Area Task Force ("Task Force") and requires deputization in order to conduct criminal investigations and make Task Force related arrests within Cook County, but outside the Employer Agency's jurisdiction. Thus, deputization of the Deputized Non-Employee is necessary for the Deputized Non-Employee to carry out his or her Task Force duties. Employer Agency further represents that the services provided by the Deputized Non-Employee include a law enforcement function, which is listed on each Deputized Non-Employee's application, attached as Exhibit B.
- 4) Deputized Non-Employee shall be authorized to carry weapons pursuant to their law enforcement function for the Task Force and shall comply with all applicable state and federal laws and Employer Agency policies, rules and regulations related to the carrying and use of weapons.
- 5) Employer Agency represents and warrants that Deputized Non-Employee successfully completed the Illinois Law Enforcement Training and Standards Board certified 40 Hour Firearms Training Course and subsequent annual certification.
- 6) The Deputized Non-Employee shall have the power of arrest, pursuant to his Task Force duties, only while on-duty with the Task Force, except to the extent that Deputized Non-Employee already has arrest powers within Employer Agency's jurisdiction. Deputized Non-Employee shall comply with all Employer Agency's policies, rules and regulations while on-duty with the Task Force. Deputized Non-Employee will also adhere to the Sheriff's Office general order No. 11.2.20.0 regarding Rules of Conduct. Where there is a conflict between the standards or requirements of the Employer Agency and the Sheriff's Office, the standard or requirement that provides the greatest organizational protection or benefit will apply, unless the Sheriff's Office and the Employer Agency jointly resolve the conflict otherwise. Employer Agency represents that the Deputized Non-Employee has received Illinois Law Enforcement Training and Standards Board approved Law Enforcement Officer training pursuant to 50 ILCS 705/8.1.
- 7) The Sheriff's Office agrees to provide the Deputized Non-Employee with a Sheriff's Office identification card and badge, attached as Exhibit C, which may be renewed annually only by submission of a renewal application for deputization, approval of that renewal application and the renewal of this MOU. The Deputized Non-Employee must surrender such identification card and badge to the Sheriff's Office immediately upon termination, resignation, change of assignment, change of title, suspension, or other separation from Employer Agency or the Task Force.
- 8) The Employer Agency agrees to immediately report to the Sheriff's Office any incident or public complaint against a Deputized Non-Employee, which involves the powers bestowed by virtue of

his or her deputization, or actions attempted or taken by the Deputized Non-Employee, which are directly or indirectly related to such Deputized Non-Employee's Deputy Sheriff status.

- 9) The Employer Agency shall assume all liability for and shall indemnify, hold harmless and defend the Sheriff's Office, its officials, employees and agents against any and all losses, liabilities, claims, suits, actions, damages, judgments, costs, charges and expenses (including litigation costs, attorney's fees and pre-judgment interest) from or in connection with the Deputized Non-Employee's acts or omissions (the "claim(s)") that may be suffered by the Sheriff's Office arising out of or resulting from the deputization of the Deputized Non-Employee. The indemnity provision shall apply to any and all claim(s) brought or filed against the Sheriff's Office and/or the Sheriff with respect to the deputization of such Deputized Non-Employee, whether such claim(s) are rightfully or wrongfully brought or filed. This indemnity provision is applicable to the full extent allowed by the laws of the State of Illinois and the United States.
- 10) The Employer Agency shall not compromise or settle any claim(s) on behalf of the Sheriff's Office and/or the Sheriff without the Sheriff's Office's prior written approval.
- 11) The Employer Agency shall give the Sheriff's Office notice of any claim(s) for which the Sheriff's Office is entitled to indemnification pursuant to this MOU. Such notice shall be given within 48 hours after the Employer Agency has knowledge of such claim(s) and shall provide all pertinent information regarding such claim(s), including the nature, history and factual circumstances thereof and indemnify and address of the claimant(s) and the counsel to such claimant(s).
- 12) The Sheriff's Office shall not be responsible for any costs, financial obligations, or claim(s), associated with the employment of any Deputized Non-Employee. Nothing herein shall be deemed or construed by the Employer Agency, Deputized Non-Employee, Sheriff's Office nor by any third party, as creating the relationship of employer and employee, principal or agent, or of joint venture, between the Deputized Non-Employee and the Sheriff's Office, or any relationship between Deputized Non-Employee and the Sheriff's Office other than that of independent contractor.
- 13) The provisions of this MOU shall be in full force and effect for a term of one (1) year, beginning upon execution of this Agreement by Employer Agency and the Sheriff's Office.
- 14) The Employer Agency and Deputized Non-Employee shall immediately notify the Sheriff's Office in writing when any Deputized Non-Employee resigns, retires, changes assignment, obtains any leave of absence or is terminated. Termination of the Deputized Non-Employee shall not relieve the Employer Agency from the indemnities required hereunder resulting from any claim(s) which took place during the term of this MOU.
- 15) The Employer Agency and Deputized Non-Employee shall immediately notify the Sheriff's Office in writing when any Deputized Non-Employee is arrested for and/or convicted of any crime.
- 16) The Employer Agency and Deputized Non-Employee shall immediately notify the Sheriff's Office in writing, within 48 hours, of any change in a Deputized Non-Employee's name, address, weapon, or other information contained in his or her application.
- 17) A lost or stolen identification card and/or badge must be reported to the local law enforcement agency in whose jurisdiction the loss occurs. The Sheriff's Office must be notified in writing within twenty four (24) hours of any loss of identification card and/or badge with a copy of the police report attached.
- 18) This MOU may be renewed annually under the same terms and conditions by the mutual written consent of the parties.

- 19) The MOU may be terminated by either party upon five (5) calendar days' notice.
- 20) Employer Agency shall not modify or amend the terms of this MOU without prior written approval of the Sheriff's Office.
- 21) In the event that any provision of this MOU is held invalid, illegal or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.
- 22) Waiver by either party of any term or condition of this MOU shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this MOU.
- 23) Notice regarding this MOU must be sent to:
 - a. Cook County Sheriff's Office
Attn: Legal Department
Richard J. Daley Center
Room 704, Chicago, Illinois, 60602
 - b. Maywood Police Department
Attn: _____

- 24) This MOU and the legal authority of those executing this MOU has been reviewed and approved by the Employer Agency's legal counsel.
- 25) This MOU shall be governed, construed and enforced in accordance with Illinois law, without regard to its conflict of laws rules.

IT IS SO AGREED:

COOK COUNTY SHERIFF'S OFFICE

By: _____
 Title: *General Counsel*
 Date: _____

MAYWOOD POLICE DEPARTMENT

By: _____
 Title: **Valdimir Talley, Jr.**
[Chief of Police / Village President]
 Date: _____

By: _____
 Title: *General Counsel*
 Date: _____

Exhibit A

Non-Employee Deputization Agreement

INITIAL EACH TO INDICATE YOUR AGREEMENT:

- 1) I, [REDACTED], understand, acknowledge and accept that my deputization is subject to the terms and limitations described in the Memorandum of Understanding ("MOU") between Maywood Police Department ("Employer Agency") and the Cook County Sheriff's Office ("Sheriff's Office").
- 2) I understand, acknowledge and accept that I must surrender such identification card and badge to the Sheriff's Office immediately upon termination, resignation, change of assignment, change of title, suspension or other separation from Employer Agency or the Task Force.
- 3) I understand, acknowledge and accept that I am only authorized to carry a firearm while on-duty conducting law enforcement services for the Task Force.
- 4) I understand, acknowledge and accept that I must comply with all Employer Agency and Sheriff's Office policies, rules and regulations.
- 5) I understand, acknowledge and accept that my arrest powers within Cook County, but outside Employer Agency's jurisdiction, are limited to while I am on-duty conducting law enforcement services for the Task Force.
- 6) I understand, acknowledge and accept that I must annually complete the Illinois Law Enforcement Training and Standards Board certified 40 Hour Firearms Training Course.
- 7) I understand, acknowledge and accept that my identification card and badge must be renewed annually only by submission and approval of a renewal application for deputization and renewal of the MOU.
- 8) I understand, acknowledge and accept that my deputization does not create the relationship of employer and employee(s), principal or agent, or of joint venture, between the Sheriff's Office and me, or any relationship other than that of independent contractor.
- 9) I understand, acknowledge and accept that this Non-Employee Deputization Agreement shall be in full force and effect upon full execution of this Agreement for a term of one (1) year, but may be terminated by either party for any reason whatsoever.
- 10) I understand, acknowledge and accept that I must immediately notify the Sheriff's Office in writing when I resign, retire, change assignment, obtain any leave of absence or am terminated from the Employer Agency or Task Force.
- 11) I understand, acknowledge and accept that I must immediately notify the Sheriff's Office when I am arrested for any crime and/or convicted.
- 12) I understand, acknowledge and accept that I must immediately notify the Sheriff's Office in writing, within 48 hours, of any change my name, address, weapon, or other information contained in his or her application.



13) I understand, acknowledge and accept that if my identification card and badge and/or badge are lost or stolen, I must report to the local law enforcement agency in whose jurisdiction the loss occurs, and I must notify the Sheriff's Office in writing within twenty-four (24) hours of any loss of identification card and badge with a copy of the police report attached.



14) I understand, acknowledge and accept that if any information or certifications provided pursuant to my application, including my FOID Card, are no longer valid, my deputization is immediately terminated and I must immediately surrender my identification card and badge to the Department of Human Resources at the Sheriff's Office.

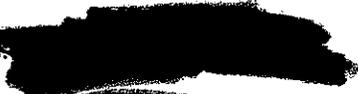


15) I represent and certify that the identification card and badge, copies of which are attached as Exhibit C, are the ONLY identification and badge I have in my possession from the Sheriff's Office. All other identification cards and badges previously issued by any department of the Sheriff's Office is hereby voided and must be surrendered to the Department of Human Resources of the Sheriff's Office.

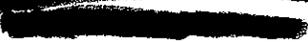
IT IS SO AGREED:

Deputized Non-Employee

Cook County Sheriff's Office

Signature: 

By: _____

Print Name: 

Title: *General Counsel*

Date: _____

Date: _____

Exhibit B
Application for Deputization



**COOK COUNTY SHERIFF'S OFFICE
APPLICATION FOR NON-CCSO EMPLOYEE DEPUTIZATION AND CREDENTIALS**

RENEWAL

APPLICANT INFORMATION

Name	Date of Birth	Social Security Number
Residential Address	Telephone	Driver's License Number

APPLICANT'S CURRENT EMPLOYMENT INFORMATION

Current Employer Agency Sponsoring Deputization

Applicant's Position Title

Star Number (if applicable)

Start Date of Employment

Department Head

Telephone

Describe Job Function and Need for Deputization:

Describe Need for Arrest Powers:

Describe Need to Carry Firearm:

CONTINUE ON SEPARATE SHEET OR ATTACH JOB DESCRIPTION IF NECESSARY

APPLICANT'S FIREARM INFORMATION

Firearm Owner's Identification (FOID) Card Number	FOID Expiration Date
Firearm Make and Model	Serial Number

APPLICANT'S PRIOR EMPLOYMENT

Prior Employment	Dates of Employment
Reason for Leaving	Start Date: End Date:

Have you been terminated from any employment based upon disciplinary findings or as the result of a disciplinary proceeding?

YES NO If YES, attach a detailed explanation, including employer, date of discharge, description of incident leading to disciplinary action and termination.

APPLICANT'S TRAINING AND QUALIFICATIONS

Police Academy Attended (Attach Copy of Diploma/Certificate)	Dates Attended
Mandatory 40 Hour Firearms Course Completed (Public Act 79-652)?	

NO YES - Attach Copy of Certificate PASS FAIL SCORE: _____

CRIMINAL/MENTAL HEALTH HISTORY

Have you been convicted of a crime under the laws of this state, another jurisdiction, by a court martial while in the military service, or are you now involved in any pending legal cases? (Traffic violations for which you paid a fine of \$100 or less may be omitted.)

NO YES If YES, attached a detailed explanation, including date of charge, court location, court findings and disposition.

Are you now, or have you ever been, addicted to narcotics or prescription drugs? NO YES

In the last 5 years, have you been treated for mental illness (as defined in 405 ILCS 1-128 and 1-129), or been a patient of a state or privately operated mental health facility (as defined in 405 ILCS 1-114)? NO YES

CHAPTER 32: POLICE DEPARTMENT

Section

- 32.01 Department established
- 32.02 Offices created
- 32.03 Regulations
- 32.04 Bonds
- 32.05 Auxiliary police officers; part-time police officers
- 32.06 Execution of orders of Director of Community Development
- 32.07 Reports
- 32.08 Record of persons arrested
- 32.09 Police serving process
- 32.10 Interference with police officers
- 32.11 Aid to Fire Department
- 32.12 Authority to arrest
- 32.13 Arresting officers as witnesses
- 32.14 Assistance to Police
- 32.15 Police pension fund
- 32.16 Village jail
- 32.17 Medical and hospital care
- 32.18 Payment or allowance to families or dependents of police officers killed or fatally injured in performance of their duties
- 32.19 False security system alarm rates
- 32.20 Administrative booking fee
- 32.21 Authority to dispose of lost, stolen or abandoned personal property

Cross-reference:

*Police and fire lateral hiring program,
see § 35.12*

§ 32.01 DEPARTMENT ESTABLISHED.

There is created and established a Police Department consisting of 1 Chief of Police, 3 Lieutenants, 6 Sergeants and 54 Patrol Officers (who

shall be regarded as officers of the Village) and such other personnel, such as Deputy Chief of Police and 1 or more Police Commander(s) and other employees of the Police Department, as may be from time to time provided for by the corporate authorities. (1997 Code, § 4.01) (Ord. 89-2, passed - -; Am. Ord. 89-6, passed 5-22-1986; Am. Ord. passed 5-13-1993; Am. Ord. passed 8-30-1994; Am. Ord. C0-03-18, passed 9-8-2003)

§ 32.02 OFFICES CREATED.

There are created the respective offices of Chief of Police, Deputy Chief of Police, Commander, Lieutenant, Sergeant and Patrol Officer. (1997 Code, § 4.02) (Ord. 86-6, passed 5-22-1986; Am. Ord. passed 8-30-1994)

§ 32.03 REGULATIONS.

The Police Chief shall make such rules and regulations for the conduct and guidance of the Police Department personnel as he shall deem advisable and such rules and regulations, when approved by the Village Manager, shall be binding on the members. (1997 Code, § 4.04)

§ 32.04 BONDS.

Before entering upon the duties of their respective offices each officer shall execute a bond to the Village in amounts to be prescribed by the Board of Police and Fire Commissioners at the time of their appointment. (1997 Code, § 4.05)

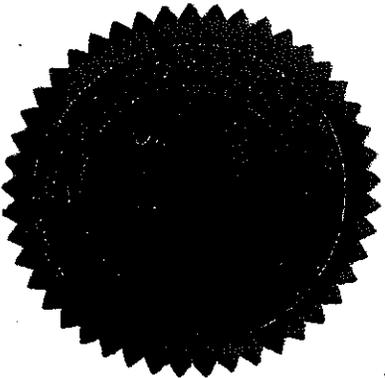
Official Commission

The Village of Maywood

To All to Whom these Presents Shall Come:

Valdimir Talley, Jr. having been duly appointed to the office of *Chief of Police* in and for the Village of Maywood in the County of Cook and State of Illinois, for the term from the 16th day of December, 2013, until *his* successor shall have been duly appointed and qualified, is hereby fully authorized and empowered to assume and perform all the duties of *his* said office, according to the Law and Ordinances of said Village of Maywood and all persons are required to respect *him* in the discharge of *his* said duties.

Given under my hand and the Corporate Seal of said Village of Maywood this 16th day of December, 2013.



Attest:

A handwritten signature in cursive script, appearing to read "Edwenna Perkins".

Mayor Edwenna Perkins

, Clerk.



State of Illinois

CERTIFICATE

[REDACTED]

Awarded to

by the ILLINOIS LAW ENFORCEMENT
TRAINING AND STANDARDS BOARD

In recognition of the successful completion of the 40 hour course in

Mandatory Firearms Training P.A. 79-652 & P.A. 84-487

at _____ from _____ to _____
Cook County Sheriff's Police

[REDACTED]

**Cook County Sheriff's Police Department
Training Academy**

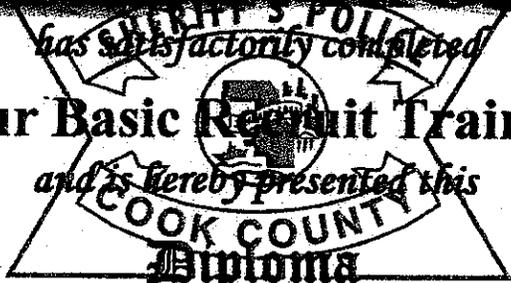
This is to Certify that



has satisfactorily completed

The 400 Hour Basic Recruit Training Course

and is hereby presented this



Diploma

Given this day



FIREARM OWNER'S IDENTIFICATION CARD

[REDACTED]

CAUTION: This card does not permit bearer to UNLAWFULLY carry or use firearms. This does not authorize the carrying of a concealed weapon.

ILLINOIS STATE POLICE

Exhibit C

Copy of Identification Card and Badge



OFFICIAL COMMISSION

Village of Maywood

[REDACTED]

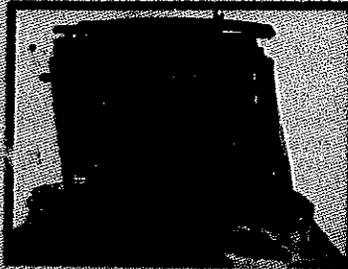
[REDACTED]

ISSUED:

[REDACTED]

Birthdate:

[REDACTED]



EXPIRES:

[REDACTED]

