

VILLAGE OF BRADLEY

RESOLUTION NO. R-11-18-1


**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS
(K-9 Deployments to Other Agencies)**

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 13 DAY OF NOVEMBER, 2018

Published in pamphlet form by the order and authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois, this 13 day of NOVEMBER, 2018.

CERTIFICATE:



Michael J. LaGessee, Village Clerk

RESOLUTION NO. R-11-18-1

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS
(K-9 Deployments to Other Agencies)**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each part to the contract; Chapter 5 ILCS 220/1-8; and

WHEREAS, The Village of Bradley, Illinois owns two (2) trained and certified police canines (K-9); and

WHEREAS, the Village of Bradley has determined that it is in its best interests to enter into the attached Intergovernmental Agreements (“Intergovernmental Agreements”) with the Bourbonnais Police Department, Grant Park Police Department, Village of Herscher, Kankakee City Police Department, Kankakee County Sheriff’s Office, Momence Police Department and Village of St. Anne for K-9 Deployment.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, BY AND PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Village President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference thereto and made a part hereof.

SECTION 2. The attached Intergovernmental Agreements between the Village of Bradley and Bourbonnais Police Department, Grant Park Police Department, Village of Herscher, Kankakee City Police Department, Kankakee County Sheriff’s Office, Momence Police Department and Village of St. Anne are hereby approved, and the Village President is authorized to execute said Intergovernmental Agreement on behalf of the Village of Bradley.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED by the Board of Trustees on a roll call vote on the 13 day of NOVEMBER, 2018.

TRUSTEES:

GERALD BALTHAZOR	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
LORI GADBOIS	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
NICK ALLEN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DONALD BARBER	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input checked="" type="checkbox"/>
BRUCE ADAMS	Aye - <input type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
TOTALS:	Aye - <u>5</u>	Nay - <u>0</u>	Absent - <u>1</u>


MICHAEL J. LAGESSE, VILLAGE CLERK

APPROVED this 13 day of NOVEMBER, 2018.

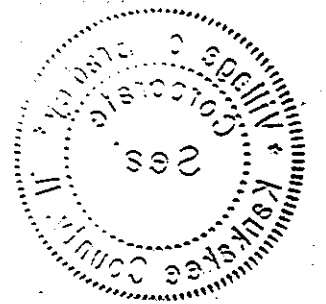



BRUCE ADAMS, VILLAGE PRESIDENT

ATTEST:

MICHAEL J. LAGESSE, VILLAGE CLERK

[Faint handwritten signature]



A-11-18-1



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 60915
Office: 815.936.5115
mtjohnston@bradleyil.org

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BRADLEY AND THE**

BOURBONNAIS POLICE DEPARTMENT

Agency Name

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each part to the contract; Chapter 5 ILCS 220/1-8; and

WHEREAS, The Village of Bradley, Illinois, owns two (2) trained and certified police canines (K-9),

WHEREAS, it is in the best interest of the Village of Bradley, IL., Police Department and the BOURBONNAIS POLICE DEPT. to work cooperatively to enforce the laws of the State of Illinois by a variety of means including that of sharing mutually owned equipment.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties agree to the following terms and provisions:

- 1) The Village of Bradley Police Department will approve the request for a K-9 to assist law enforcement agencies with "open air sniffs", article and person tracking, search warrants and public relations demonstrations, providing the following:
 - A. Request will be made through the Bradley PD dispatch as an "Agency Assist" by the requesting agency Shift Supervisor and /or Command Officer;
 - B. Request must be approved by the Bradley PD on-duty Shift Supervisor and/or Command Officer;
 - C. Request for search warrants, special enforcement details, public relations events and demonstrations must be approved by the Chief of Police.
- 2) The Bradley Police Department assumes liability for use of the K-9, provided that the handlers instructions/order and the Bradley Police Department policies are complied with. The BOURBONNAIS POLICE (Agency Name) assumes liability associated with the actions of its employees as well as any negligence or wrongful conduct attributable to Agency.



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 6.0915
Office: 815.936.5115
mjjohnston@bradleyil.org

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BRADLEY AND THE**

Grant Park Police Dept

Agency Name

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each part to the contract; Chapter 5 ILCS 220/1-8; and

WHEREAS, The Village of Bradley, Illinois, owns two (2) trained and certified police canines (K-9),

WHEREAS, it is in the best interest of the Village of Bradley, IL., Police Department and the Grant Park Police to work cooperatively to enforce the laws of the State of Illinois by a variety of means including that of sharing mutually owned equipment.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties agree to the following terms and provisions:

- 1) The Village of Bradley Police Department will approve the request for a K-9 to assist law enforcement agencies with "open air sniffs", article and person tracking, search warrants and public relations demonstrations, providing the following:
 - A. Request will be made through the Bradley PD dispatch as an "Agency Assist" by the requesting agency Shift Supervisor and /or Command Officer;
 - B. Request must be approved by the Bradley PD on-duty Shift Supervisor and/or Command Officer;
 - C. Request for search warrants, special enforcement details, public relations events and demonstrations must be approved by the Chief of Police.
- 2) The Bradley Police Department assumes liability for use of the K-9, provided that the handlers instructions/order and the Bradley Police Department policies are complied with. Grant Park Police (Agency Name) assumes liability associated with the actions of its employees as well as any negligence or wrongful conduct attributable to Agency.



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 60915
Office: 815.936.5115
mjjohnston@bradleyil.org

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BRADLEY AND THE**

Village of Herscher

Agency Name

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each part to the contract; Chapter 5 ILCS 220/1-8; and

WHEREAS, The Village of Bradley, Illinois, owns two (2) trained and certified police canines (K-9),

WHEREAS, it is in the best interest of the Village of Bradley, IL., Police Department and the *Village of Herscher* to work cooperatively to enforce the laws of the State of Illinois by a variety of means including that of sharing mutually owned equipment.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties agree to the following terms and provisions:

- 1) The Village of Bradley Police Department will approve the request for a K-9 to assist law enforcement agencies with “open air sniffs”, article and person tracking, search warrants and public relations demonstrations, providing the following:
 - A. Request will be made through the Bradley PD dispatch as an “Agency Assist” by the requesting agency Shift Supervisor and /or Command Officer;
 - B. Request must be approved by the Bradley PD on-duty Shift Supervisor and/or Command Officer;
 - C. Request for search warrants, special enforcement details, public relations events and demonstrations must be approved by the Chief of Police.

- 2) The Bradley Police Department assumes liability for use of the K-9, provided that the handlers instructions/order and the Bradley Police Department policies are complied with. *Village of Herscher* (Agency Name) assumes liability associated with the actions of its employees as well as any negligence or wrongful conduct attributable to Agency.



BRADLEY POLICE



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 60915
Office: 815.936.5115
mtjohnston@bradleyil.org

- 3) The canine handler will be required to complete a detailed case report of the assist and any action taken, and will need access to information from the requesting agency.
- 4) In the event that United States currency is seized and forfeited as the result of the use of the Bradley Police Department K-9, and pursuant to the laws of the United States and the State of Illinois, the Bradley Police Department will be included in any award of at least fifteen (15) percent of the proceeds, which will be used for training, care and maintenance of Department K-9s.
- 5) This agreement shall become effective upon the date of acceptance and shall terminate one (1) year from the date of acceptance. This agreement can be amended with written consent of both parties and renewable thirty (30) days prior to the expiration date.
- 6) This agreement may be cancelled by either part upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF the undersigned duly authorized officers have subscribed their names on behalf of the Village of Bradley Police Department, IL., and the

Village of Hershey
Agency Name

STATE OF ILLINOIS)
) SS,
VILLAGE OF BRADLEY)
Michael T. Johnston
Michael T. Johnston
Chief of Police, Village of Bradley, IL.

6/27/18
DATE

STATE OF ILLINOIS)
) SS,
Village of Hershey
Agency Name
Chad Scanton
Agency Administrator
Name: Chad Scanton
Title: Chief of Police

6-25-18
DATE



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 6.0915
Office: 815.936.5115
mtjohnston@bradleyil.org

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BRADLEY AND THE**

Kankakee City Police Department
Agency Name

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each part to the contract; Chapter 5 ILCS 220/1-8; and

WHEREAS, The Village of Bradley, Illinois, owns two (2) trained and certified police canines (K-9),

WHEREAS, it is in the best interest of the Village of Bradley, IL., Police Department and the Kankakee City Police to work cooperatively to enforce the laws of the State of Illinois by a variety of means including that of sharing mutually owned equipment.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties agree to the following terms and provisions:

- 1) The Village of Bradley Police Department will approve the request for a K-9 to assist law enforcement agencies with "open air sniffs", article and person tracking, search warrants and public relations demonstrations, providing the following:
 - A. Request will be made through the Bradley PD dispatch as an "Agency Assist" by the requesting agency Shift Supervisor and /or Command Officer;
 - B. Request must be approved by the Bradley PD on-duty Shift Supervisor and/or Command Officer;
 - C. Request for search warrants, special enforcement details, public relations events and demonstrations must be approved by the Chief of Police.

- 2) The Bradley Police Department assumes liability for use of the K-9, provided that the handlers instructions/order and the Bradley Police Department policies are complied with. Kankakee City Police (Agency Name) assumes liability associated with the actions of its employees as well as any negligence or wrongful conduct attributable to Agency.



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 6.0915
Office: 815.936.5115
mtjohnston@bradleyil.org

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BRADLEY AND THE**

Kankakee County Sheriff's Office

Agency Name

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each part to the contract; Chapter 5 ILCS 220/1-8; and

WHEREAS, The Village of Bradley, Illinois, owns two (2) trained and certified police canines (K-9),

WHEREAS, it is in the best interest of the Village of Bradley, IL., Police Department and the *Kankakee County Sheriff's Office* to work cooperatively to enforce the laws of the State of Illinois by a variety of means including that of sharing mutually owned equipment.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties agree to the following terms and provisions:

- 1) The Village of Bradley Police Department will approve the request for a K-9 to assist law enforcement agencies with "open air sniffs", article and person tracking, search warrants and public relations demonstrations, providing the following:
 - A. Request will be made through the Bradley PD dispatch as an "Agency Assist" by the requesting agency Shift Supervisor and /or Command Officer;
 - B. Request must be approved by the Bradley PD on-duty Shift Supervisor and/or Command Officer;
 - C. Request for search warrants, special enforcement details, public relations events and demonstrations must be approved by the Chief of Police.

- 2) The Bradley Police Department assumes liability for use of the K-9, provided that the handlers instructions/order and the Bradley Police Department policies are complied with. *Kankakee County Sheriff's Office* (Agency Name) assumes liability associated with the actions of its employees as well as any negligence or wrongful conduct attributable to Agency.



BRADLEY POLICE



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 6.0915
Office: 815.936.5115
mtjohnston@bradleyil.org

- 3) The canine handler will be required to complete a detailed case report of the assist and any action taken, and will need access to information from the requesting agency.
- 4) In the event that United States currency is seized and forfeited as the result of the use of the Bradley Police Department K-9, and pursuant to the laws of the United States and the State of Illinois, the Bradley Police Department will be included in any award of at least fifteen (15) percent of the proceeds, which will be used for training, care and maintenance of Department K-9s.
- 5) This agreement shall become effective upon the date of acceptance and shall terminate one (1) year from the date of acceptance. This agreement can be amended with written consent of both parties and renewable thirty (30) days prior to the expiration date.
- 6) This agreement may be cancelled by either part upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF the undersigned duly authorized officers have subscribed their names on behalf of the Village of Bradley Police Department, IL., and the

Kankakee County Sheriff's Office
Agency Name

STATE OF ILLINOIS)
) SS,
VILLAGE OF BRADLEY)
mm. [Signature]
Michael T. Johnston
Chief of Police, Village of Bradley, IL.

6/27/18
DATE

STATE OF ILLINOIS)
) SS,
Kankakee County)
Agency Name
Sheriff's Office
[Signature]
Agency Administrator
Name: Michael R. Downey
Title: Sheriff

May 17, 2018
DATE



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 6.0915
Office: 815.936.5115
mjohnton@bradleyil.org

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BRADLEY AND THE**

Momence Police Department

Agency Name

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each part to the contract; Chapter 5 ILCS 220/1-8; and

WHEREAS, The Village of Bradley, Illinois, owns two (2) trained and certified police canines (K-9),

WHEREAS, it is in the best interest of the Village of Bradley, IL., Police Department and the Momence P.D. to work cooperatively to enforce the laws of the State of Illinois by a variety of means including that of sharing mutually owned equipment.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties agree to the following terms and provisions:

- 1) The Village of Bradley Police Department will approve the request for a K-9 to assist law enforcement agencies with "open air sniffs", article and person tracking, search warrants and public relations demonstrations, providing the following:
 - A. Request will be made through the Bradley PD dispatch as an "Agency Assist" by the requesting agency Shift Supervisor and /or Command Officer;
 - B. Request must be approved by the Bradley PD on-duty Shift Supervisor and/or Command Officer;
 - C. Request for search warrants, special enforcement details, public relations events and demonstrations must be approved by the Chief of Police.

- 2) The Bradley Police Department assumes liability for use of the K-9, provided that the handlers instructions/order and the Bradley Police Department policies are complied with. Momence P.D. (Agency Name) assumes liability associated with the actions of its employees as well as any negligence or wrongful conduct attributable to Agency.



BRADLEY POLICE



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 60915
Office: 815.936.5115
mtjohnston@bradleyil.org

- 3) The canine handler will be required to complete a detailed case report of the assist and any action taken, and will need access to information from the requesting agency.
- 4) In the event that United States currency is seized and forfeited as the result of the use of the Bradley Police Department K-9, and pursuant to the laws of the United States and the State of Illinois, the Bradley Police Department will be included in any award of at least fifteen (15) percent of the proceeds, which will be used for training, care and maintenance of Department K-9s.
- 5) This agreement shall become effective upon the date of acceptance and shall terminate one (1) year from the date of acceptance. This agreement can be amended with written consent of both parties and renewable thirty (30) days prior to the expiration date.
- 6) This agreement may be cancelled by either part upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF the undersigned duly authorized officers have subscribed their names on behalf of the Village of Bradley Police Department, IL., and the

Momence Police Dept
Agency Name

STATE OF ILLINOIS)
) ss,
VILLAGE OF BRADLEY)

Michael T. Johnston
Chief of Police, Village of Bradley, IL.

6/18/18
DATE

STATE OF ILLINOIS)
) ss,
Momence P.D.
Agency Name

Brian Brucato
Agency Administrator
Name: BRIAN BRUCATO

Title: Chief

6/14/2018
DATE



Michael T. Johnston
 Chief of Police

147 S. Michigan Avenue
 Bradley, IL. 6.0915
 Office: 815.936.5115
 mtjohnston@bradleyil.org

**INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE VILLAGE OF BRADLEY AND THE
 VILLAGE OF
 ST ANNE**

 Agency Name

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 220/5 of the Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service which any of the public agencies is authorized by law to perform, provided the contract is authorized by the governing body of each part to the contract; Chapter 5 ILCS 220/1-8; and

WHEREAS, The Village of Bradley, Illinois, owns two (2) trained and certified police canines (K-9),

WHEREAS, it is in the best interest of the Village of Bradley, IL., Police Department and the ST ANNE PD to work cooperatively to enforce the laws of the State of Illinois by a variety of means including that of sharing mutually owned equipment.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties agree to the following terms and provisions:

- 1) The Village of Bradley Police Department will approve the request for a K-9 to assist law enforcement agencies with "open air sniffs", article and person tracking, search warrants and public relations demonstrations, providing the following:
 - A. Request will be made through the Bradley PD dispatch as an "Agency Assist" by the requesting agency Shift Supervisor and /or Command Officer;
 - B. Request must be approved by the Bradley PD on-duty Shift Supervisor and/or Command Officer;
 - C. Request for search warrants, special enforcement details, public relations events and demonstrations must be approved by the Chief of Police.

- 2) The Bradley Police Department assumes liability for use of the K-9, provided that the handlers instructions/order and the Bradley Police Department policies are complied with. ST ANNE PD (Agency Name) assumes liability associated with the actions of its employees as well as any negligence or wrongful conduct attributable to Agency.



BRADLEY POLICE



Michael T. Johnston
Chief of Police

147 S. Michigan Avenue
Bradley, IL. 6.0915
Office: 815.936.5115
mtjohnston@bradleyil.org

- 3) The canine handler will be required to complete a detailed case report of the assist and any action taken, and will need access to information from the requesting agency.
- 4) In the event that United States currency is seized and forfeited as the result of the use of the Bradley Police Department K-9, and pursuant to the laws of the United States and the State of Illinois, the Bradley Police Department will be included in any award of at least fifteen (15) percent of the proceeds, which will be used for training, care and maintenance of Department K-9s.
- 5) This agreement shall become effective upon the date of acceptance and shall terminate one (1) year from the date of acceptance. This agreement can be amended with written consent of both parties and renewable thirty (30) days prior to the expiration date.
- 6) This agreement may be cancelled by either part upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF the undersigned duly authorized officers have subscribed their names on behalf of the Village of Bradley Police Department, IL., and the

Village of St Anne Police Dept.
Agency Name

STATE OF ILLINOIS)
) ss,
VILLAGE OF BRADLEY)

Michael T. Johnston
Chief of Police, Village of Bradley, IL.

6/18/18
DATE

STATE OF ILLINOIS)
) ss,
VILLAGE OF ST ANNE PD
Agency Name

JASON J. FRANC
Agency Administrator
Name: JASON J. FRANC

Title: CHIEF OF POLICE ST ANNE PD

6/1/18
DATE