

RESOLUTION NO. R-2020-10

**A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A MEMORANDUM OF UNDERSTANDING (NON-EMPLOYEE DEPUTIZATION)
BETWEEN THE VILLAGE OF MAYWOOD 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 President and Board of Trustees 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 (Non-Employee Deputization) ("MOU") relative to one (1) Maywood 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, pursuant to the authority granted to the CCSO under the Illinois Counties Code, 55 ILCS 5/3-6008, and the authority granted to the Village under the applicable State laws listed below, the CCSO and the Village agree to the assignment of Maywood Police Officer Benjamin Martinez, Jr. to serve as a member of the High Intensity Drug Trafficking Area Task Force, which requires deputization as Deputy Sheriff, subject to the terms and conditions contained in the attached MOU; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the attached MOU pursuant to home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3, and find that entering into the attached MOU is in the best interests of the Village and that the commitment of one (1) Maywood Police Officer to the Task Force 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, COOK COUNTY, 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 President and Board of Trustees of the Village Maywood approve and authorize the execution of the "Memorandum of Understanding (Non-Employee Deputization)" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood (or their designees) to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The Board of Trustees further authorize and direct the President and Clerk (or their designees) to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement, and to pay all budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the Village Manager or the Village Clerk, or their designees, to submit certified copies of this Resolution and the signed MOU to the Cook County Sheriff's Office and to any other governmental agencies with jurisdiction over the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 7th day of April, 2020, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED this 7th day of April, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

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, Benjamin Martinez Jr. ("Deputized Non-Employee"), 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 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 all applicable Sheriff's Office policies and procedures 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.
- 7) 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.
- 8) 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.
- 9) 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.

- 10) 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.
- 11) 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.
- 12) 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).
- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) This MOU may be renewed annually under the same terms and conditions by the mutual written consent of the parties.
- 20) The MOU may be terminated by either party upon five (5) calendar days' notice.


- 21) Employer Agency shall not modify or amend the terms of this MOU without prior written approval of the Sheriff's Office.
- 22) 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.
- 23) 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.
- 24) 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: Chief of Police
125 S. 5th Avenue
Maywood, IL 60153
- 25) This MOU and the legal authority of those executing this MOU has been reviewed and approved by the Employer Agency's legal counsel.
- 26) 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:  # 150
 Title: *[Chief of Police / Village President]*
 Date: *3 / 11 / 2020*

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

Exhibit A

Non-Employee Deputization Agreement

INITIAL EACH TO INDICATE YOUR AGREEMENT:

BM

1) I, BENJAMIN MARTINEZ JR. ("Deputized Non-Employee"), understand, acknowledge and accept that my deputization is subject to the terms and limitations described in the Memorandum of Understanding ("MOU") between Berwyn Police Department ("Employer Agency") and the Cook County Sheriff's Office ("Sheriff's Office").

BM

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.

BM

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.

BM

4) I understand, acknowledge and accept that I must comply with all Employer Agency and Sheriff's Office policies, rules and regulations.

BM

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.

BM

6) I understand, acknowledge and agree that I have completed the Illinois Law Enforcement Training and Standards Board certified 40 Hour Firearms Training Course.

BM

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.

BM

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.

BM

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.

BM

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.

BM

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.

BM

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.

BM

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.

BM

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.

BM

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: Benjamin Martinez Jr

By: _____

Print Name: Benjamin Martinez Jr.

Title: *General Counsel*

Date: 26th - FEB - 2020

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2020-10

**A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A MEMORANDUM OF UNDERSTANDING (NON-EMPLOYEE DEPUTIZATION)
BETWEEN THE VILLAGE OF MAYWOOD 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**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 7th day of April, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 7th day of April, 2020.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 8th day of April, 2020.

Viola Mims, Village Clerk

[SEAL]