

Resolution # 7-1

WHEREAS, County policies and procedures require both the assigned oversight committee and the County Board to approve all Intergovernmental Agreements; and,

WHEREAS, the Sheriff's Office wishes to enter into an Intergovernmental Agreement with the Illinois Department of Agriculture for the purpose of the Sheriff's Office providing general security duties on the State Fairgrounds on a temporary basis; and

WHEREAS, the Illinois Department of Agriculture will reimburse Sangamon County for all Overtime and personnel related Fringe Benefit costs related to these duties; and

WHEREAS, as documented by the approval of this resolution, the Jail Committee has approved the Sheriff's Office request of the Intergovernmental Agreement and the committee recommends that the County Board approve the same, and;

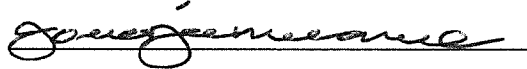
NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of May, 2022, approves the Intergovernmental Agreement detailed above. The Elected Official/Department Head is authorized to sign required documents to execute the provision of this Intergovernmental Agreement.

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Jail Committee April 19, 2022



Joel Tjelmeland, Chairman

Attached: Intergovernmental Agreement

FILED

APR 20 2022

Don / May
Sangamon County Clerk

**AGREEMENT BETWEEN THE ILLINOIS DEPARTMENT OF AGRICULTURE
AND THE SANGAMON COUNTY SHERIFF'S OFFICE**

This Intergovernmental Agreement ("Agreement") is entered into by and between the Illinois Department of Agriculture ("IDOA") and the Sangamon County Sheriff's Office ("SCSO"), (each a Party and collectively, the "Parties"), pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq) and in accordance with the Civil Administrative Code (20 ILCS 5/, et seq).

WHEREAS, IDOA may enter into contracts with other government agencies to assist in the requirements of protection and preservation of the Fairgrounds (20 ILCS 210/10);

WHEREAS, the use of the tracks on the State Fairgrounds is not a guaranteed condition of the Backstretch Barn and Stall Rental Agreement or any other contract (8 Ill. Adm. 270.685);

WHEREAS, the Director of IDOA, or a duly authorized representative, has the authority to determine for what purposes and to which individuals the facilities on the State Fairgrounds shall be rented, and the Department may restrict the use of its facilities, including the tracks, at its discretion (8 Ill. Adm. Code 270.495);

THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained herein, the Parties hereby agree to exercise and enjoy jointly their respective powers under the terms and conditions of this Agreement.

1. **PURPOSE:** The purpose of this Agreement is for the SCSO to provide general security duties on the State Fairgrounds, specifically in around the backstretch, including enforcement of the requirement that stalls and tracks can only be utilized by paying tenants with valid contracts with IDOA.
2. **TERM AND TERMINATION:**
 - a. Term: This Agreement shall be in effect from its date of execution to July 31, 2022.
 - b. Termination on Notice: This Agreement may be terminated by either Party for any or no reason upon thirty (30) day's prior written notice to the other Party.
3. **PARTY RESPONSIBILITIES:**
 - a. IDOA shall:
 - i. Provide SCSO with a list of duties to be performed by each assigned SCSO deputy.
 - ii. Provide horse owners and trainers with proper notice that no one will be able to access the tracks or utilize barn stalls without a valid contract and current payments.
 - iii. Coordinate and collaborate with SCSO by sharing information and security plans, as requested.
 - iv. Coordinate and communicate with SCSO with respect to any changes in needs, including scheduling of days and times.
 - v. Provide any additional information and attempt to provide any additional supplies needed for SCSO to fulfill its obligations under this Agreement.
 - b. SCSO Shall:
 - i. Use its best efforts to provide a SCSO Deputy to provide the duties enumerated in this Agreement.
 - ii. SCSO Deputy will provide services during the following time periods:
 - A. Days: Minimum of four days per week, preferably on a randomized basis (i.e. the four days should change from week to week). Days are subject to change depending on IDOA needs.
 - B. Hours: 6:45 a.m. to 12:45 p.m. Hours are subject to change depending on IDOA needs.

- iii. Perform patrol and enforcement duties as enumerated in the list of duties provide by IDOA, which may include identification checks, violation logs, accompanying IDOA staff with serving notices, and various other enforcement services.
- iv. Patrol the backstretch at least one time per workday to enhance visibility and security.
- v. Coordinate with IDOA to determine placement of SCSO personnel, focus areas, and other related matters.
- vi. Provide and perform any other enforcement duties, as needed and communicated by IDOA.

4. COMPENSATION:

- a. SCSO Deputies will be paid an hourly rate and fringe benefits by the SCSO.
- b. SCSO will provide IDOA with an invoice for reimbursement based on a rate of pay ranging from \$40-\$85 per hour depending on the assigned Deputy's rank, tenure, and fringe benefits.
- c. IDOA shall reimburse SCSO pursuant to the invoice for performance of the duties set forth in this Agreement.
- d. Each SCSO Deputy performing duties under this Agreement shall at all times be working as a SCSO employee.

5. CONTACT INFORMATION:

a. **IDOA:**

i. **General Security Matters:**

Tim Blackorby
217-836-1854
tim.blackorby@illinois.gov

Mark Clayton
217-720-6557
mark.clayton2@illinois.gov

ii. **Stall Rental and Horse Matters:**

Timothy Norman
217-685-0954
timothy.norman@illinois.gov

b. **SCSO:** Captain John Hayes
217-753-6855

6. AMENDMENTS: This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

7. APPROPRIATION OF FUNDS: Each Party recognizes that the other Party to this Agreement is a public body subject to the Illinois laws. Each Party's obligations and promises under this Agreement are therefore subject to the annual appropriation of funds by each Party's respective governing body. Failure of a Party to comply with the terms and conditions of this Agreement shall not be considered a breach of this Agreement if such failure is based upon a funding decision made by its governing body pursuant to the local budget process. However, if either Party becomes aware that funds will not be appropriated for the services being provided hereunder, either Party may immediately terminate this Agreement by providing the other with written notice. Such termination shall be effective on the date indicated in the written notice.

8. ASSIGNMENT: This Agreement shall not be assignable by either Party.

9. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same Agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed

original for all purposes.

- 10. ENTIRE AGREEMENT AND SEVERABILITY:** This Agreement, including any addenda thereto, constitutes the entire agreement between the Parties. Any modifications must be in writing signed by all Parties. If any provision of this Agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the intention of the parties.
- 11. FORCE MAJEURE:** Should the performance of this agreement by either party be prevented, rendered impossible or infeasible by any act, regulation, or executive order of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including animal illnesses, interruption in or delay of transportation services, war, Act of God, emergencies, or any other similar cause, it is understood and agreed that there shall be no claim for damages by either Party, and that the Parties' obligations under this Agreement for that year are deemed waived.
- 12. INDEMNIFICATION:** SCSO agrees to be responsible for, indemnify and hold IDOA, its representatives, trustees and officers harmless from any and all claims of any nature, losses, personal injury, death, and/or property damage or other property, and/or claim for any such loss or occurrence which may arise from or in connection with the services performed or to be performed or associated in any way with respect to this Agreement.
- 13. SCSO EMPLOYEES:** SCSO Deputies are and will continue to be employees of the Sheriff's Office throughout the term of this Agreement. None of the deputies are to be considered employees of the IDOA in performing services under this Agreement for any purpose whatsoever including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding (federal, state and local) and any and all state taxes.
- 14. LAWS OF ILLINOIS:** This Agreement shall be governed in all respects by the laws of the State of Illinois.
- 15. STANDARD CERTIFICATIONS:** Parties acknowledge and agree that compliance with this Section and each subsection is a material requirement and condition of this contract. By executing this Agreement, Parties certify compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance. Parties will be referred to in the below Certifications as Public Agency, which shall apply to each Party.
 - a. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.
 - b. Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580).
 - c. Public Agency certifies that the Public Agency is not participating and shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. (30 ILCS 582).
 - d. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
 - e. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
 - f. Public Agency warrants and certifies that it and, to the best of its knowledge, its agents have and will comply with Executive Order No. 1 (2007).

IN WITNESS WHEREOF, the Illinois Department of Agriculture and the Sangamon County Sheriff's

Office cause this Agreement to be executed by a duly authorized representative of the respective Parties on the dates shown below.

Illinois Department of Agriculture

Sangamon County Sheriff's Office

By: _____
Director, Jerry Costello II

By: _____
Sheriff Jack Campbell

By: _____
Legal Counsel

Date _____

Date: _____

RECEIVED
2022

APR 14 2022

Andy Goleman
SANGAMON COUNTY AUDITOR