

Resolution No. 09-18

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE  
APPROVING AN INTERGOVERNMENTAL AGREEMENT  
AMONG THE MEMBER AGENCIES OF THE  
NORTHEASTEN ILLINOIS REGIONAL CRIME LABORATORY**

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

*Section 1.* The Intergovernmental Agreement Among the Member Agencies of the Northeastern Illinois Regional Crime Laboratory between in words and figures as attached hereto as EXHIBIT A, shall be and hereby is approved.

*Section 2.* The Village President shall be and is hereby authorized to execute EXHIBIT A on behalf of the Village.

*Section 3.* This resolution shall take full force and effect upon its passage and approval as provided by law.

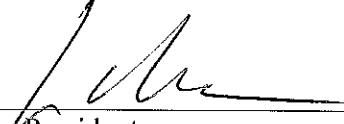
*Passed* by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 21<sup>st</sup> day of May, 2018.

AYES: Trustees Lynam, Selep, Hall and Andresen

NAYS: 0

ABSENT: Trustees Wood and Mahony

APPROVED:

  
\_\_\_\_\_  
Village President

Attest:

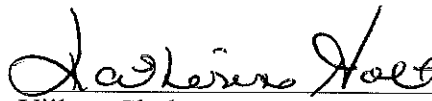
  
\_\_\_\_\_  
Village Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT AMONG THE MEMBER  
AGENCIES OF THE NORTHEASTERN ILLINOIS REGIONAL CRIME  
LABORATORY**

**THIS AGREEMENT** made and entered into by and among the member agencies or units of local government (hereinafter called Members) of the Northeastern Illinois Regional Crime Laboratory (hereinafter called the Crime Lab):

**WITNESSETH:**

**WHEREAS**, the Members recognize that the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity requires the use of certain forensic services for the analysis and identification of physical evidence; and

**WHEREAS**, the Members desire to utilize such forensic services and resources during the enforcement of laws, statutes, and ordinances and the investigation of criminal and quasi-criminal activity; and

**WHEREAS**, the Members are entering into this Intergovernmental Cooperative Agreement (the "Agreement") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); Article 5, Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1); and other applicable authority;

**NOW, THEREFORE, the Members agree as follows:**

**SECTION 1 - PURPOSE OF AGREEMENT; RECITALS**

This agreement is made in recognition of the fact that criminal investigations and other law enforcement efforts are greatly enhanced when agencies have access to the resources and the support of a specialized forensic organization. It is the purpose of this Agreement to provide the means whereby assistance is provided to the Member by the Crime Lab pursuant to the conditions of this agreement. The foregoing recitals are hereby incorporated into this Agreement as findings of the Members and the Crime Lab.

**SECTION 2 - DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as set forth in this Section.

1. **Forensic Services:** Those services provided by the Crime Lab to a Member pursuant to this Agreement that pertain to the identification, and analysis of physical evidence pursuant to the investigation or prosecution of a crime.
2. **Annual Assessment:** The fee provided for by this agreement to serve as compensation to the Crime Lab to offset the cost of operation. Costs of

operation include any costs incurred by the Crime Lab in the furtherance of its operation including costs for personnel, training, facilities, fixtures, equipment, supplies, and utilities.

An annual assessment shall be levied against all Members in accordance with the duly adopted Constitution and Bylaws of the Crime Lab.

A basic requirement of continued membership under this Agreement is the timely payment of the Annual Assessment and other established fees by the Member.

### **SECTION 3 - TERM**

The initial term of this Agreement shall be for a period commencing on the date of execution of the Agreement by the Chief Executive Officer of the Member and concluding on the Member agency's fiscal year end immediately following such date of execution.

### **SECTION 4 - ADMINISTRATION AND OPERATIONS**

The administration and operation of the Crime Lab shall be in conformance with the precepts set forth in the Constitution and Bylaws of the Crime Lab and any Standard Operating Guidelines established under the authority of those bylaws.

### **SECTION 5 - SCOPE OF RESPONSE**

The Crime Lab shall provide for forensic services as outlined in the current scope of accreditation for any official investigation conducted by the law enforcement department of a Member initiated within its corporate boundaries.

In addition to the Scope of Services, the Crime Lab will also aid agencies with the destruction of drugs and firearms. Such destruction will be completed with compliance the policies set by the Crime Lab.

### **SECTION 6 - DIRECTION OF PERSONNEL AND EQUIPMENT**

The Crime Lab Executive Director shall be responsible for supervising and directing the actions of all Crime Lab personnel and for determining the use of all equipment and resources of the Crime Lab.

### **SECTION 7 - AUTHORITY OF CRIME LAB PERSONNEL**

Each employee of the Crime Lab shall be fully authorized by the Member to perform their official duties pursuant to any official investigation conducted under the terms of this Agreement.

### **SECTION 8 - REIMBURSEMENT TO CRIME LAB**

Members shall be responsible for paying such annual fees, facility occupation and maintenance fees, capital improvement fees, and service fees as may be established from time to time pursuant to the Constitution and Bylaws of the Northeast Illinois Regional Crime Lab.

## **SECTION 9 - INDEMNIFICATION**

To the greatest extent permissible by law, the Crime Lab shall assume full and complete responsibility for the actions of its employees acting pursuant to this Agreement, including without limitation, insurance, indemnification and protection of such personnel.

## **SECTION 10 - EFFECTIVENESS; TERM**

This agreement shall be in full force and effect and legally binding on the Crime Lab and the Member as of the date written below. This Agreement shall automatically renew for a period of twelve (12) months on the first day of the subsequent fiscal year of the member agency immediately following such effective date, and each first day of the subsequent fiscal year of the member agency thereafter for a like period of twelve (12) months.

## **SECTION 11 - AMENDMENTS**

This Agreement may be amended from time to time in writing approved by resolution of the corporate authorities of each Member. Any proposed amendment shall not be effective until adopted and approved by the corporate authorities of each Member.

## **SECTION 12 - TERMINATION**

The Member may terminate this Agreement by resolution of its corporate authorities. Certified copies of any such terminating resolution shall be filed with the Executive Director of the Crime Lab and the President of its Executive Board within thirty (30) days after its passage. In the event of termination as to one Member, this Agreement shall remain binding as to the remaining Members.

Termination shall not be effective, however, until ninety (90) days after filing of certified copies to the Executive Director and President of the Executive Board. Moreover, notwithstanding such termination, a terminating Member shall remain liable and responsible for paying all fees for services provided by the Crime Lab prior to the effective date of such termination.

Further, a terminating Member shall not be entitled to any refund or return, in whole or in part, of fees or assessments paid by such Member prior to the effective date of such termination nor shall the terminating Member be entitled to receive or hold any interest in any equipment or other assets or interests of the Crime Lab.

IN WITNESS THEREOF, this Agreement has been duly executed this 21<sup>st</sup> day  
of May, 2018.

**For the Northeastern Illinois Regional Crime Laboratory**

By:   
NIRCL President

By:   
Chief Executive Officer of Member Agency

Village of East Dundee  
Member Agency Name