

**HIREBACK AGREEMENT  
BETWEEN THE COUNTY OF COOK COUNTY,  
ON BEHALF OF THE COOK COUNTY SHERIFF'S OFFICE  
AND MAINE TOWNSHIP**

This Agreement is made and entered into on this 13<sup>th</sup> day of June, 2021, by and between the County of Cook, a body politic and corporate, ("Cook County"), on behalf of the Cook County Sheriff's Office ("CCSO"), and Maine Township, a body politic and corporate ("Maine").

**I. PURPOSE**

The purpose of this agreement is to memorialize the terms under which the CCSO will provide Extra Duty Police Services to Maine.

**II. DEFINITIONS**

"Extra Duty" means duty performed by uniformed Cook County Sheriff's Police Department ("CCSPD") officers outside of official hours of duty assigned by the CCSPD, which shall not overlap, conflict, interfere or jeopardize the hours of duty officially assigned by the CCSPD.

"Police Service" means enforcement of state and local laws within Orland's jurisdiction, including patrol.

**III. OBLIGATIONS AND RESPONSIBILITIES OF THE COOK COUNTY SHERIFF'S OFFICE**

- A. *Assignment of Extra Duty CCSPD Officers:* The CCSO will assign CCSPD officers to Extra Duty Police Services ("Extra Duty Officers") within Maine's jurisdiction and those officers will be responsible for all calls for service and enforcement action for all "on view" criminal activity.
1. CCSO may assign any sworn uniformed CCSPD officer to Extra Duty Police Service.
  2. CCSO will assign CCSPD radio call number for Extra Duty Police Services.
  3. If applicable, the assigned Extra Duty Officers will assist and coordinate with the respective primary police jurisdictions to ensure proper follow up involving all police matters in Maine during his or her assigned hours.
- B. *Hours of Police Service by Extra Duty Officers:* The CCSO will assign one (1) CCSPD officer and one (1) police car to Extra Duty Police Services in Maine five (5) days per week from Wednesday through Sunday between the hours of 8:00 p.m. and 1:00 a.m.
- C. *Area to Be Staffed:* The Extra Duty Officers will patrol within the jurisdictions of Maine, in the specific area set forth on Exhibit A and will assist the CCSPD regularly assigned patrol in all calls for police service and on view criminal activity.
- D. *Equipment:* Each Extra Duty Officer will perform the duties required of a CCSPD police officer with the same quality of equipment CCSPD provides for its own police activity.

- E. *Supervision and Control of Extra Duty Officers*: Each Extra Duty Officer shall be supervised on a daily continuing basis by the regular CCSPD supervisory personnel on duty, and will be subject to the CCSPD rules and regulations while on and off duty and at all times under the exclusive control of the Chief/designee of the CCSPD. They will also respond to calls for services at the request of Maine staff.
- F. *Liability and Responsibility for Action of Extra Duty Officers; Indemnification*:
1. Cook County shall be responsible for the acts of CCSPD officers while on assigned Extra Duty Police Services.
  2. Maine will indemnify, defend, and hold harmless CCSO against any and all claims and causes of action resulting from acts or omissions of Maine, its employees, agents and representatives.
  3. In no event shall it be construed that the County has waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Hireback Agreement or performance hereunder.
- G. *Continuation of the Regular CCSPD services*: There will be no diminution of regularly provided CCSPD services to Maine by the CCSPD as a result of this agreement and regularly assigned investigators, youth officers, crime laboratory personnel, and other specialized units will continue to provide their normal service to Maine.
- H. *Insurance for Extra Duty Officers*: Cook County is self-insured. CCSO, upon written request from Maine, shall provide Maine with such information as to such self-insurance program as Maine may reasonably request, and agrees that no material changes will be made to the self-insurance program unless Maine has been given 30 days prior written notice of such change.
- I. *Uniforms*: While on assigned Extra Duty in Maine, Extra Duty Officers will wear CCSPD issued uniforms and will identify themselves as CCSPD personnel.
- J. *Reports*: The CCSO shall submit, to the Township, a monthly report of the Extra Duty Officers activities while on patrol in Maine. A representative of the CCSO will attend a Maine Township Board meeting quarterly to update the Board on the monthly report. The monthly report shall contain the officer's names, dates, hours worked, contacts made, tickets issued, fines assessed, etc. or any other information requested by Maine.
- K. *Arrest Processing*: If the Extra Duty Officer is required to make a physical arrest of an offender in Maine, said offender will be processed at the CCSPD Maywood lock-up or other facility as may be chosen by CCSPD. Any additional hours required for processing or court beyond the Extra Duty hours assigned pursuant to this agreement will be billed to Maine.
- L. *Coverage*: If the Extra Duty assigned CCSPD marked car is busy on assignment, a CCSPD beat or cover car will be assigned to any pending job.

#### IV. MAINE TOWNSHIP OBLIGATIONS

- A. In any situation where, in the sole opinion of Maine, the welfare of residents, employees, visitors or Maine operations may be adversely affected, Maine may take immediate corrective

measures, including removal of the Extra Duty Officers, without prior consultation with CCSO, but shall notify CCSO immediately thereafter.

- B. Maine shall notify CCSPD within 2 hours if the Extra Duty Officers assigned to Maine do not appear for duty or leave the assigned patrol while on-duty. Maine should call CCSPD's Deputy Chief, Office of Discipline, Compliance and Inspectional Services at (708) 865-4880 to report such activity.
- C. Maine may not modify or in any way alter or interfere with the collective bargaining agreement entered into by Extra Duty Officers and Cook County including but not limited to payment of additional bonuses, modification of hourly wage, adjustment of benefits, or changes to hour commitments.

## V. MUTUAL RIGHTS AND OBLIGATIONS

- A. Effective Date. This Agreement will become effective upon the date of written acceptance by all parties hereto.
- B. Amendment, Formal and Informal. This Agreement may be amended with the written consent of all parties hereto. Provisions relating to the following may be re-adjusted from time to time, as conditions require by informal agreement between duly authorized agents of the parties hereto: 1) the number of Extra Duty Officers assigned under this agreement; or 2) the hours of assignment. Such informal agreements should be in writing. In no case shall any adjustment exceed thirty (30) days, unless written in the form of a formal amendment hereto.
- C. Severability. Any section of this Agreement found unconstitutional may be severed from it and the remaining provisions of the Agreement will remain in force.
- D. Applicable Law. This Agreement will be interpreted and enforced under the laws of the State of Illinois.
- E. Term of Contract, Renewal. The Term of this Agreement will be for a period of five (5) years and will commence immediately on the execution of this Agreement.
- F. Termination of Contract. Any party to this Agreement may terminate this Agreement for any reason whatsoever, by giving each of the parties hereto thirty (30) days written notice of said termination.
- G. Cancellation of Prior Contract. It is the intention of the parties to this contract that any prior agreements or contracts between Cook County, the CCSPD and Maine for the provision of assigned Extra Duty Officers are hereby cancelled and terminated.
- H. Notice. Any notice relating hereto shall be made in writing, sent via certified mail, return receipt requested, U.S. Mail according to the following address and contact information to:

Cook County Sheriff  
ATTN: General Counsel  
50 Washington, Room 704  
Chicago, IL 60602

Township of Maine



ATTN: Supervisor  
1700 Ballard Road  
Park Ridge, IL 60068

#### **VI. INDEPENDENT CONTRACTOR STATUS**

- A. CCSO shall provide officers to perform the requisite Extra Duty Police Services hereunder as an independent contractor. During the course of their performance of Police Services, Extra Duty Officers will not be deemed to be employees of Maine for any purpose and will not be assigned to non-police functions by Maine personnel or management.

#### **VII. BILLING AND PAYMENT**

- A. Maine agrees to pay the CCSO the rate of \$40.00 per hour for the Police Services rendered by CCSPD officers on an Extra Duty basis. The total cost for a five (5) hour shift will be \$200.00. Said payment shall be used by CCSO to pay a stipend of \$35.00 per hour, with no additional benefit or compensation, to the assigned Extra Duty Officers and \$5.00 per hour to reimburse CCSO for the cost of police administration and the use of CCSPD vehicles.
- B. CCSO will issue invoices to Maine on a monthly basis on the 15<sup>th</sup> of each month for Extra Duty Police Services provided. The invoice will contain the name of each officer who worked Extra Duty during the preceding month, the dates and total number of hours each such officer worked, and the gross amount to be paid to CCSO for the preceding month.
- C. Payment to CCSO will be due within ninety (90) days of receipt of invoice, payable to the Cook County Sheriff's Police Department, 1401 South Maybrook Drive, Maywood, IL 60153.
- D. Maine shall in no way be responsible for the payment of wages, compensation or benefits to the officers assigned to Extra Duty Police Services for purposes of this contract. Furthermore, with respect to said officers Maine shall in no way be responsible for, without limitation, federal, state, and local laws pertaining to unemployment insurance, worker's compensation, Social Security benefits and payroll taxes (including, but not limited to, federal and state income tax withholding and payment of FICA, FUTA and other employment taxes with respect to compensation) of any kind.


#### **VIII. RECORDS**

CCSO will maintain on a current basis complete and accurate records of those personnel assigned to Maine under this agreement worked, billed personnel hours, billed vehicle hours and all enforcement activity (i.e. arrests, traffic citations, etc.) and will provide same to Maine Township upon request.

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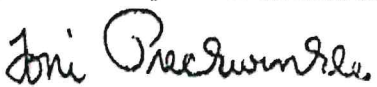
IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their name on behalf of the County of Cook and Maine Township.

**MAINE TOWNSHIP EXECUTION:** The undersigned, on behalf of Maine Township, hereby accepts the foregoing Intergovernmental Agreement:

  
Karen J. Dimond  
Maine Township Supervisor


Dated: MAY 25, 2021

**COOK COUNTY EXECUTION:** The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

  
Toni Preckwinkle  
President, Cook County Board of Commissioners

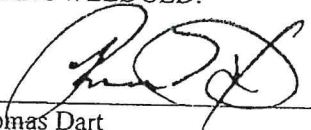
Dated: 8/11/2021

ATTEST:

  
Karen Yarbrough  
Cook County Clerk

Dated: 8/11/2021

ACKNOWLEDGED:

  
Thomas Dart  
Cook County Sheriff

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

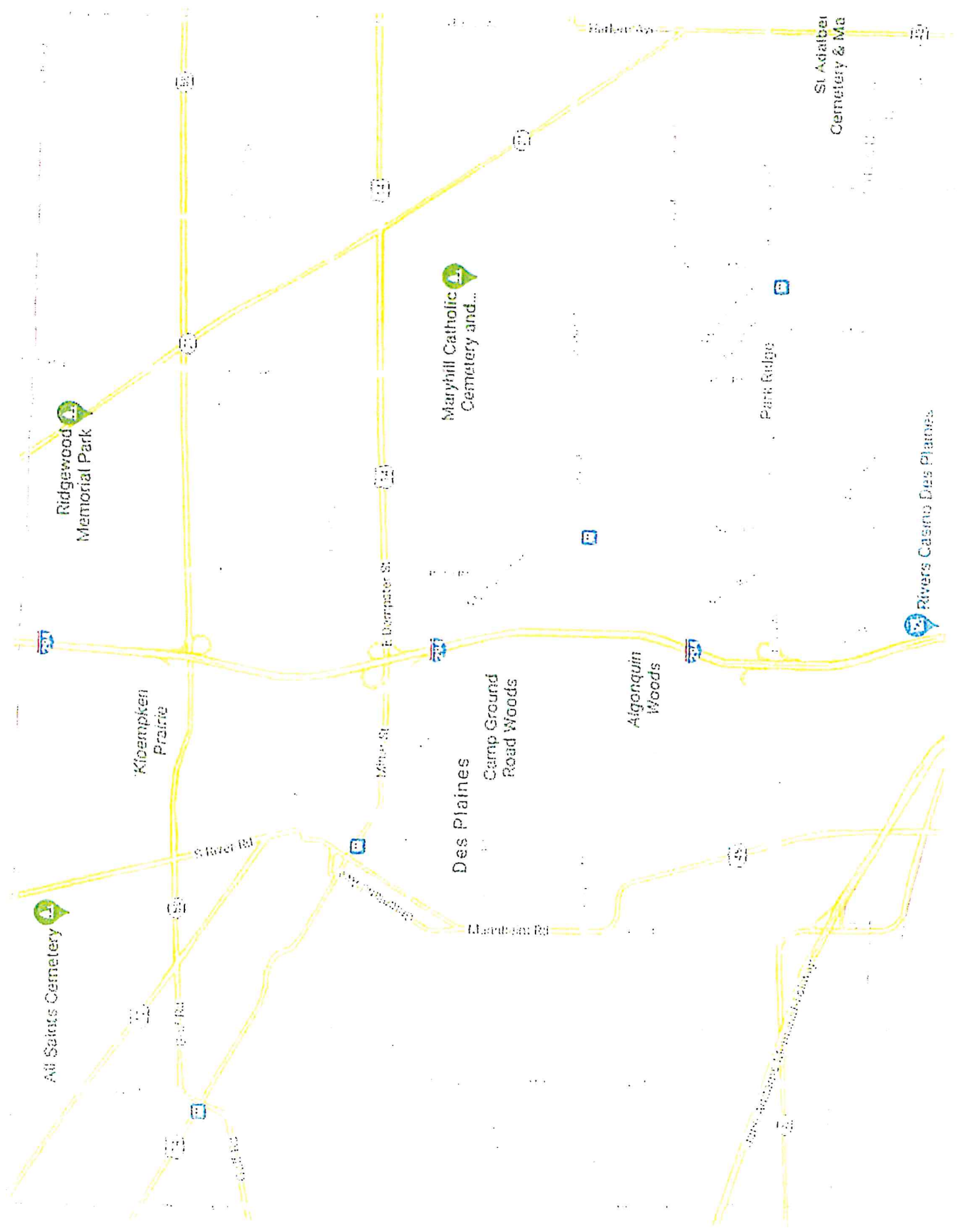
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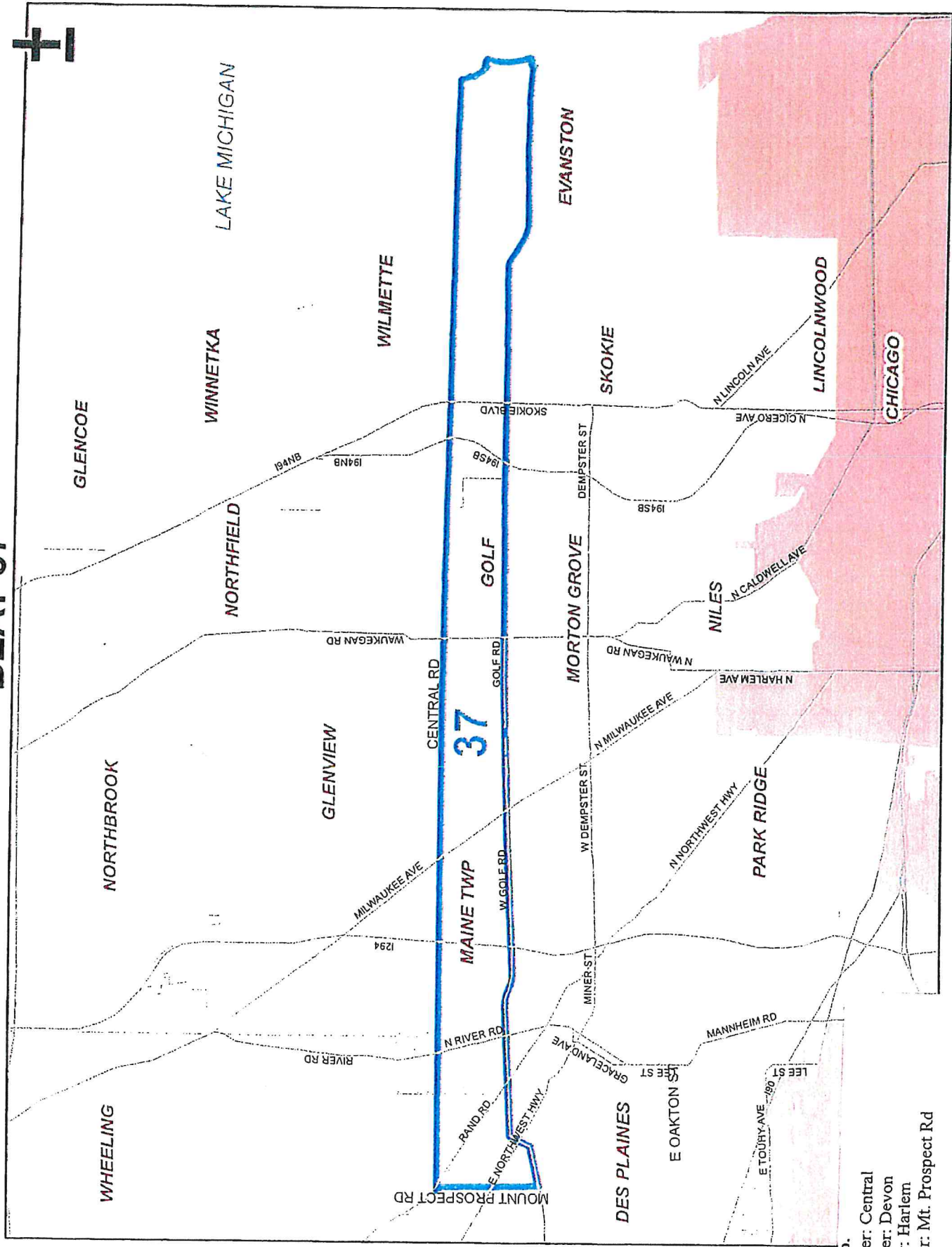
Approved as to form:

  
Assistant State's Attorney

**EXHIBIT A**  
**MAINE TOWNSHIP JURISDICTION**



# BEAT 37



Maine Twp.  
 North Border: Central  
 South Border: Devon  
 East Border: Harlem  
 West Border: Mt. Prospect Rd



Map of Cook County, Illinois, showing the 38th Precinct boundary in blue. The precinct is located in the central part of the county, bounded by Evanston to the north, Skokie to the northeast, Lincolnwood to the east, Morton Grove to the southeast, Park Ridge to the south, and Des Plaines to the southwest. Major roads shown include Waukegan Rd, Dempster St, Central Rd, and various local streets. The map also shows surrounding areas like Glenview, Wilmette, and Lake Michigan to the west, and Chicago to the south.

Prepared by Cook County ETSB - 2/26/13