

**INTERGOVERNMENTAL AGREEMENT
FOR CONTRACT POLICE SERVICES BY AND AMONG THE
VILLAGE OF VOLO
THE COUNTY OF LAKE AND THE LAKE COUNTY SHERIFF**

THIS AGREEMENT made and entered into by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", the Sheriff of Lake County, Illinois, a county officer having their duties, powers and functions as provided by law and county ordinance, hereinafter referred to as the "SHERIFF" and the Village of Volo, Illinois, a Home Rule municipal corporation within the boundaries of the County of Lake, Illinois, hereinafter collectively referred to as the "VILLAGE".

WHEREAS, the COUNTY and the VILLAGE are each authorized by the terms and provision of 5 ILCS 220/5 to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly: and

WHEREAS, the VILLAGE has determined that there presently exists a need for additional police services in the VILLAGE and

WHEREAS, the SHERIFF is willing to provide said additional police services for a fee; and

WHEREAS, the VILLAGE is desirous of continuing to contract with the COUNTY and the SHERIFF to obtain police services in and for the VILLAGE:

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

1. The SHERIFF and COUNTY shall:
 - A. Provide two deputies and two squad cars to provide police services exclusively within the limits of the VILLAGE for 17 hours per day, 365 days per year, during the term of this Agreement. After consultation with the VILLAGE, the SHERIFF or his designee shall set the hours, time and location of police services. Police services include routine patrols, enforcement of state statutes, COUNTY and VILLAGE ordinances, and attendance upon nuisance complaints, but do not include calls concerning animals unless the Sheriff's deputy on duty believes that an animal poses a danger to the public health or safety such as a rabid animal;
 - B. Bill the VILLAGE on a monthly basis for the cost of providing police service;
 - C. Establish and maintain a records system for processing data relative to the incident of arrests, reports of crime, and disposition of cases which shall be reported to the VILLAGE on a monthly basis;
 - D. Respond to emergency law enforcement calls for assistance by the residents of the VILLAGE, where persons or property are subject to danger or immediate harm;
 - E. Designate to the VILLAGE a contact person for receiving queries, complaints, and commendations for services performed under this Agreement;
 - F. Provide prompt (same or next day) notification to VILLAGE of unusual incidents/emergencies via e-mail;
 - G. Requiring deputies to make regular visits to the Village Hall offices, for the purposes of exchanging information with Village officials regarding policing activity and requests for patrol service;

- H. Make the final and conclusive determination in the event of a dispute between the VILLAGE and the SHERIFF as to the extent of the duties and functions, the standards of performance, and level or manner of performance pertaining to the operation of this Agreement, provided the same are consistent with customary and good police practices;
- I. Determine the level of services to be provided to the VILLAGE in the event the SHERIFF should experience a work slow-down, work stoppage, or strike during the term of this Agreement, with monthly billing to be adjusted accordingly;
- J. Pay to the VILLAGE all fines and forfeitures for non-felony offenses committed within the VILLAGE and enforced by the SHERIFF during the execution of this contractual service, and the SHERIFF shall cooperate in the prosecution thereof. If applicable, all fines and forfeitures resulting from offenses within the VILLAGE that do not occur during performance of this contractual service shall be paid to the COUNTY.
- K. Retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY.
- L. Maintain an active and documented community-oriented policing program emphasizing in-person contact between Sheriff's Deputies and Village residents to share information and establish policing needs.
- M. Identify the "Village of Volo" patrol unit by affixing signage to the squad car as mutually agreed upon by the VILLAGE and the SHERIFF.
- N. Cause the services of the NORTHERN ILLINOIS CRIME LAB to be provided at no additional cost to the VILLAGE.

2. The VILLAGE shall:

A. Pay to the COUNTY, according to the following schedule, on the fifteenth (15th) day of each month:

- Effective December 1, 2008 an annual fee of \$417,930 or \$34,828 monthly.
- Effective December 1, 2009 an annual fee of \$434,647 or \$36,221 monthly.
- Effective December 1, 2010 an annual fee of \$452,033 or \$37,669 monthly.

B. Notify the SHERIFF in writing of any intent to increase the number of patrol hours and obtain the approval of the SHERIFF and COUNTY prior to the effective date of said increased service. The VILLAGE shall be responsible for a forty-six thousand four hundred and three dollars (\$46,403.00) hiring premium for each additional eight (8) hours of service per day when the SHERIFF must hire additional staff to provide the requested service;

C. Establish an orientation program for the citizens of the VILLAGE concerning the police services in coordination with the SHERIFF;

D. Maintain a law enforcement headquarters within the VILLAGE should both parties agree that it becomes necessary, and the VILLAGE shall furnish at its own expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone (not herein provided for), lights, water, other utilities, and any other associated costs. It is expressly further understood that in the event such local office is maintained in the VILLAGE, such quarters may be used by the SHERIFF in connection with the provision of police services pursuant to this Agreement.

- E. Provide to the Sheriff appropriate citation books and/or forms for the enforcement of VILLAGE ordinances;
 - F. Provide the SHERIFF, from time-to-time, with a listing of such VILLAGE ordinances, which the SHERIFF shall enforce during the time of this agreement;
3. The VILLAGE shall defend, indemnify, and hold harmless the COUNTY and the SHERIFF in any action or dispute that arises in connection with or as a result of a challenge to a VILLAGE ordinance that the SHERIFF is asked to enforce pursuant to this Agreement. For all other actions or disputes that arise in connection with or as a result of this Agreement, the VILLAGE, the COUNTY, and the SHERIFF agree that each party will be responsible for defending their own respective entity in said action or dispute and that each party shall be responsible for bearing their own costs, damages, losses, expenses and/or attorneys fees.
 4. The SHERIFF shall remain, at all times, the sole employer of the Lake County Sheriff's Deputies who are assigned to perform services within the VILLAGE pursuant to this Agreement.
 5. This Agreement may be terminated by either party upon six (6) months advance written notice to the other party.
 6. The term of this Agreement shall be for three (3) years, commencing upon December 1, 2008 and ending November 30, 2011.
 7. The VILLAGE warrants that the person executing this Agreement on behalf of the VILLAGE is duly authorized to execute the Agreement and bind the VILLAGE to all terms and conditions hereunder.

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed. It is understood, however, that the Village of Volo may hire additional police service from the Lake County Sheriff outside of this contract by separate agreement.

DATED THIS _____ day of _____, A.D., 2009.

COUNTY OF LAKE

By: _____
Suzi Schmidt, County Board Chair

Mark C. Curran Jr., Sheriff

ATTEST: _____
Willard Helander, County Clerk

DATED THIS _____ day of _____, A.D., 2008.

VILLAGE OF VOLO

By: Burnell Russell
Burnell Russell, Village President

ATTEST: Judith T. Rutishauser
Judith Rutishauser, Village Clerk