

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

THIS INTERGOVERNMENTAL AGREEMENT is 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 Elected Official having those 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 located within the boundaries of Lake County, Illinois, hereinafter referred to as the "VILLAGE":

WHEREAS, it has been determined by the COUNTY, the SHERIFF, and by the Corporate Authorities of the VILLAGE, respectively, that this Agreement is in the best interests of each of the parties; and

WHEREAS, the COUNTY and the VILLAGE are each authorized by the terms and provisions of the Illinois Intergovernmental Cooperation Act (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 except where specifically or expressly prohibited by law; and

WHEREAS, the VILLAGE has determined that there presently exists a need for ongoing and cost-effective police services in the VILLAGE; and

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

WHEREAS, the VILLAGE is desirous of renewing its agreement with the COUNTY and the SHERIFF to obtain police services in and for the VILLAGE, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree that the SHERIFF shall provide additional police services for the VILLAGE subject to the following terms and conditions:

1. The SHERIFF and COUNTY shall:

Provide one (1) deputy and one (1) squad car to provide police services exclusively within the limits of the VILLAGE for two (2) eight and one-half (8.50) hour shifts (6:30 a.m. to 11:00 p.m.) 17 hours per day, every day of the year, during the term of this Agreement. Each deputy provides eight and one-half (8.5) personnel hours per shift and two shifts will be provided daily. The additional one-half (0.5) personnel hour between shifts provides an overlap of services to facilitate shift changes;

A. Police services include, at a minimum, routine patrols, enforcement of state statutes, as well as COUNTY and VILLAGE ordinances, police dispatch services, 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 services, as set forth in Section 2 of this Agreement.
- 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 originating within the corporate limits of the VILLAGE, where persons or property may be subject to danger or immediate harm. Unless a bona fide emergency exists, including but not limited to weather and emergency situations, deputies assigned to the VILLAGE shall respond to all 9-1-1 or emergency calls for law enforcement assistance. If the Deputy determines that he or she will need additional assistance in order to respond to a call for assistance, efforts will be made to contact other law enforcement agencies as the deputy deems appropriate, per the SHERIFF'S Department standard operating procedures. The SHERIFF shall also answer and appropriately handle non-emergency law enforcement related calls originating within the corporate limits of the VILLAGE.
- E. Designate to the VILLAGE a contact person for receiving queries, complaints, and commendations for services performed under this Agreement.

F. 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.

G. Pay to the VILLAGE all fines and forfeitures for offenses committed within the VILLAGE when those offenses have been prosecuted by the VILLAGE and enforced by the SHERIFF during the execution of this contractual service, and the SHERIFF shall cooperate in the prosecution thereof. Except when unavailable due to a bona fide emergency, deputies shall attend all required court hearings to prosecute offenses for which citations are issued during the execution of this Agreement; such attendance shall not affect the coverage to be provided pursuant to Section I. A of this Agreement. If applicable, all fines and forfeitures resulting from offenses within the VILLAGE that do not occur during performance of this contractual service or are not prosecuted by the VILLAGE shall be paid to the COUNTY.

H. Provide the Village Prosecutor with legible copies of the following records: traffic citations; police reports; crash reports; police reports for driving under the influence (including abstract); police reports for driving while license revoked (including abstract); police reports for driving while license

suspended (including abstract); and any non- traffic ordinance violations which were issued in the VILLAGE by the SHERIFF pursuant to the terms of this Agreement. The records will be sent to the State's Attorney or Village Prosecutor as soon as they have been completed and/or received by the SHERIFF. If the State's Attorney or Village Prosecutor has not received the records as of seven (7) days prior to the court date, then the State's Attorney or Village Prosecutor will send a follow-up request to the SHERIFF'S records division and an attempt will be made to expedite the transfer of the records to the State's Attorney or Village Prosecutor. This provision only applies to records of the SHERIFF that were issued or created as the direct result of the SHERIFF'S contractual services under this Agreement.

- I. Provide written or oral notice promptly to the Village Manager of any serious public safety incidences outside the scope of the normal and customary activities within the Village, per the Sheriff's Department standard operating procedures. The timeliness of such notice shall be determined by the circumstances of each case, but such oral or e-mail notice of such a serious public safety incident shall, in any event, be provided with twelve (12) hours after such incident.

- L. The SHERIFF and the COUNTY shall cause the services of the Northern Illinois Crime Lab (NICL) to be provided at no additional cost to the VILLAGE.
- M. The SHERIFF and the COUNTY shall retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY.
- N. Attend monthly board meetings with Village officials and attend such other meetings as the parties deem desirable.
- O. Maintain an active community-oriented policing program emphasizing in-person contact between SHERIFF's deputies and VILLAGE residents to share information and establish policing needs. The results of these community contacts shall be documented and shared with the Village Administrator on a monthly basis.
- P. 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.
- Q. At the VILLAGE's request, the SHERIFF may provide security for special events and other activities within the VILLAGE, at the County Board approved special duty rate.

The SHERIFF shall remain, at all times, the sole employer of the Lake County Sheriff deputies who are assigned to perform services within the VILLAGE pursuant to this Agreement.

This Agreement shall not prevent the VILLAGE from hiring additional police service from the SHERIFF by separate agreement except as otherwise specifically provided herein.

2. The VILLAGE shall:

- A. Pay to the SHERIFF an annual fee, in monthly installments, payable on the fifteenth (15th) day of each month, starting with the monthly installment due on the fifteenth day of May 2021.

	May 1 through April 30		
	May 1, 2021	May 1, 2022	May 1, 2023
Annual Payment	\$697,935.80	\$708,738.40	\$721,683.55
Which represents a monthly payment of	\$58,161.32	\$59,061.53	\$60,140.30

- B. Notify the SHERIFF in writing of any request for an increase in the number of patrol hours and obtain the approval of the SHERIFF and COUNTY prior to the effective date of any increased service. In addition to the annual and monthly cost breakdowns above for current services, in the event the Village requests an increase in services, the cost for each eight and one-half additional hours of increased patrol services provided the VILLAGE for each day of the year shall be a \$29,080.66 increase

per month from May 1, 2021 to April 30, 2022 or a total increase of \$348,967.90 to the annual payment for that time period; \$29,530.77 increase per month from May 1, 2022 to April 30, 2023 or a total increase of \$354,369.20 to the annual payment for that time period; \$30,070.15 increase per month from May 1, 2023 to April 30, 2024 or a total increase of \$360,841.78 to the annual payment for that time period.

C. Maintain orientation materials 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, but it shall not be necessary for the Village to provide for lock-up facilities;

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 term of this Agreement; and

G. Hereby authorize the SHERIFF to enforce Village ordinances within the VILLAGE, and the SHERIFF acknowledges and accepts such authorization and agrees to enforce public safety ordinances as provided under the terms of this agreement.

3. Indemnity and Insurance:

THE COUNTY AND THE SHERIFF agrees to indemnify, save harmless and defend the, VILLAGE its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the VILLAGE, its agents, servants, or employees or any other person indemnified hereunder.

A. Commercial Law Enforcement Liability Insurance

Commercial Law Enforcement Liability Insurance in a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), and personal injury

B. Liability Insurance Conditions

THE COUNTY and the SHERIFF agree that with respect to the above required insurance:

1. The VILLAGE shall be provided with Certificates of Insurance evidencing the above required insurance, within fourteen (14) days of this signed Agreement and thereafter with certificates evidencing renewals or replacements. Said Notices and Certificates of Insurance shall be provided to:

Village of Volo
ATTN: Village Administrator
500 S. Fish Lake Road
Volo, IL 60073

4. The Parties Agree:

- A. This Agreement may be terminated with or without cause by either party upon ninety (90) days advance written notice to the other party. This Agreement may also be terminated by either party upon thirty (30) days advance written notice in the event of material breach of the terms and conditions of this Agreement; provided however, the thirty (30) day notice of

termination shall not be effective if the signatory alleged to be in breach cures the material breach within the thirty (30) day period if the nature of the breach is such that a cure can reasonably be effected within thirty (30) days, or, if such cure cannot be reasonably effect within thirty (30) days, the signatory alleged to be in breach commences a cure within the thirty (30) day period and diligently pursues such cure to completion thereafter.

B. The term of this Agreement shall be for three (3) years, commencing upon May 1, 2021 and ending April 30, 2024.

C. The parties warrant that the person executing this agreement on behalf of each party is duly authorized to execute the Agreement and bind each respective party to all terms and conditions hereunder.

D. The foregoing constitutes the entire Agreement between the parties.

E. This Agreement may only be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

F. Any notice which any party hereto desires or is required to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, proper postage prepaid, and addressed

as follows:

- (1) If to the COUNTY:
County of Lake

ATTN: County Administrator
18 North County Street
9th Floor
Waukegan, IL 60085

- (2) If to the SHERIFF:
Lake County Sheriff

ATTN: Contract/Purchase Manager
25 South Martin Luther King Avenue
Waukegan, IL 60085

- (3) If to the VILLAGE:
Village of Volo

ATTN: Village Administrator
500 S. Fish Lake Road
Volo, IL 60073

Or to such other persons or addresses as any party may from time to time designate in a written notice to the other party. Such notice shall be effective on the date of personal service or the date of mail receipt as evidenced by a written receipt.

- G. This Agreement is only intended for the benefit of the parties which are signatories to this Agreement, and only those parties shall have the right to enforce this Agreement, and this Agreement is not intended to and shall not create any third-party beneficiaries.
- G. If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect in the

absence of the invalid provision, provided that the invalidation of such provision does not materially impact the purpose for which this Agreement was entered.

- H. Any other agreements, understandings, representations, and/or promises between the parties hereto concerning the same subject matter, whether written, oral, or otherwise, are hereby canceled and superseded by this Agreement upon its approval and acceptance by the parties, and this Agreement encompasses the full and complete understanding of the parties with respect to the subject matter contained herein.
- I. This Agreement shall be construed in accordance with the laws of the State of Illinois and the Parties agree that any litigation stemming from this Agreement shall be brought in the 19th Judicial Circuit of Lake County, Illinois.

DATED THIS _____ day of April, A.D., 2021

LAKE COUNTY

By:

Sandra Hart, Chair

ATTEST:

Robin O'Connor, County Clerk


John D. Idleburg, Sheriff

VILLAGE OF VOLO

By:


Stephen Henley, Village President

ATTEST:


Bonnie Rydberg, Village Clerk

