

**AGREEMENT BETWEEN
THE COUNTY OF MACON, ILLINOIS AND
THE VILLAGE OF FORSYTH, ILLINOIS
FOR THE PROVISION OF POLICE SERVICES**

THIS AGREEMENT, made between the County of Macon, a body corporate and politic of the State of Illinois (the County), the Village of Forsyth, Illinois, (the Village), and the Sheriff of Macon County, Illinois (the Sheriff) (collectively, the Parties).

WITNESSETH:

WHEREAS, the Village is desirous of obtaining the services of well-trained and well-equipped law enforcement personnel for the public safety and the welfare of the citizens of the Village; and

WHEREAS, the Village is desirous of a contractual Agreement with the County and the Sheriff, that will provide a well-trained, uniformed deputy sheriff(s) so as to provide the Village with adequate professional police services for the protection of the citizens of the Village.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, it is agreed by and between the Parties as follows:

ITEM 1 – TERM OF AGREEMENT

This Agreement shall be for a period of fifty-five (55) months. It shall commence on June 1, 2015, and terminate on December 31, 2019, subject to the limitations found in Item 21 – Early Termination.

ITEM 2 – PAYMENT TERMS

The total amount to be paid by the Village to the County over the term of this Agreement shall be one million, nine hundred seventy-seven thousand, four hundred thirty-three dollars and sixty seven cents (\$1,977,433.67). This amount reflects the costs of providing the services of five (5) Sheriff's Contractual Units.¹

The total amount is broken down as follows:

Three hundred ninety five thousand, four hundred eight six dollars and seventy four cents (\$395,486.74) per Sheriff's Contractual Unit over the term of this Agreement.

ITEM 3 – PAYMENT TERMS: TIMING OF PAYMENTS

The Village shall pay the County over 18 quarterly installments. Said installments shall consist of seventeen (17) regular quarterly installments and one final installment consisting of four (4) months.

¹ A Sheriff's Contractual Unit is defined as one (1) deputy sheriff and one (1) police patrol vehicle along with all necessary equipment, supplies and/or services required for the Sheriff's Contractual Unit to provide adequate police services for the Village.

With the exception of the final installment, quarters shall be defined as three month periods in the following manner:

- Quarter 1 – June 1 through August 31
- Quarter 2 – September 1 through November 30
- Quarter 3 – December 1 through February 28/29
- Quarter 4 – March 1 – May 31

The final installment shall constitute September 1, 2019 through December 31, 2019.

The Village shall pay to the County the amount of one hundred seven thousand, eight hundred sixty dollars and two cents (\$107,860.02) within 10 working days of receipt of the Sheriff's billing statement for the first 17 quarterly installment.

The Village shall pay to the County the amount of one hundred forty three thousand, eight hundred thirteen dollars and thirty six cents (\$143,813.36) within 10 working days of receipt of the Sheriff's billing statement for the final installment.

The Macon County Board, in conjunction with the Sheriff, shall appropriate funds adequate to purchase five (5) new patrol vehicles with all necessary equipment at the schedule set forth below.

ITEM 4 – CREDIT OF TRAFFIC FINES TOWARDS VILLAGE'S AMOUNT DUE

It is mutually understood and agreed to that one hundred percent (100%) of all traffic fine monies generated by the Sheriff's Contractual Unit assigned to duty for the Village and made payable to the Sheriff pursuant to Article IX of Chapter V of the Unified Code of Corrections (730 ILCS 5/5-9-1 et seq.) and/or Section 5-1101 of the Counties Code (55 ILCS 5/5-1101) shall be credited toward the Village's amount due to the County under Item 3 above and shall be reflected in the Sheriff's billing statement issued to the Village.

ITEM 5 – PROVISION OF POLICE SERVICES: SCHEDULING

Sheriff's Contractual Units shall be scheduled so as to provide round-the-clock police services to the Village. No Sheriff's Contractual Unit shall be scheduled for more than one shift of eight (8) hours per day unless mutually agreed to by the Sheriff and the Village. The Sheriff shall schedule Sheriff's Contractual Units utilizing the standard personnel scheduling procedures of the Macon County Sheriff's Office.

ITEM 6 – PROVISION OF POLICE SERVICES: AREA OF COVERAGE

Sheriff's police services shall be directed generally to the geographical boundaries of the Village's jurisdiction. Regular police motor patrol activities will be limited to the geographical boundaries of the Village's jurisdiction. However, it is understood that the Sheriff's Contractual Unit's activities, including but not limited to follow-up investigations, report completion, filing of all mandated reports, court related activities and other necessities of police work, stemming from activities or situations occurring within the Village's geographical boundaries may require the Sheriff's Contractual Unit(s) to travel outside of said boundaries in order to properly complete such activities.

ITEM 7 – PROVISION OF POLICE SERVICES: SHERIFF TO CONTINUE TO PROVIDE POLICE SERVICES IN ABSENCE OF SHERIFF'S CONTRACTUAL UNIT

This Agreement shall in no way reduce the services heretofore provided to the Village by the Sheriff's Office, in its exercise of county-wide law enforcement, at any time that a Contractual Unit(s) is not on duty or is in any way unable to personally handle an immediate situation.

Subject to the terms in Items 8, 9 and 10, below, the Sheriff intends to assign general patrol activities, outside of the Village's jurisdictional boundaries, to other Sheriff's office units that are not Sheriff's Contractual Units assigned to the Village; i.e., the Sheriff will not consistently assign Sheriff's Contractual Units assigned to the Village to perform police duties outside of the geographical boundaries of the Village.

ITEM 8 – PROVISION OF POLICE SERVICES: EMERGENCIES OUTSIDE OF VILLAGE BOUNDARIES

There shall be no limitation upon the Sheriff's Contractual Unit(s) provided by this Agreement to respond to any emergency call if the Sheriff's Contractual Unit(s) is the closest available unit to the location of any such emergency.²

ITEM 9 – PROVISION OF POLICE SERVICES: MUTUAL AID CALLS

There shall be no limitation upon the Sheriff's Contractual Unit(s) to respond to a mutual aid call for assistance from any other law enforcement officer, fire department, or any other emergency service personnel or agency in order to prevent loss of life or property, or to prevent harm or injury to come about to any person due to the immediate nature of the situation.

ITEM 10 – PROVISION OF POLICE SERVICES: DISASTER OR OTHER EMERGENCY IN COUNTY

In the event of disaster or major emergency elsewhere in the County, the Sheriff, at his discretion, may reassign the Sheriff's Contractual Unit(s) for the interim of the said emergency.

ITEM 11 – INTENSIVE TRAFFIC CONTROL

The Sheriff may, from time to time, at his discretion, direct the Sheriff's Contractual Unit(s) to provide intensive traffic control measures, which may include the use of radar and related devices.

ITEM 12 – INVESTIGATIVE SERVICES

The Sheriff may, from time to time, at his discretion, and consistent with good police practices, provide additional investigative personnel and/or services for the Village when necessary.

² Emergency is defined for the purpose of this Agreement as any offense, circumstance or threat which may subject persons or property to danger or immediate harm.

ITEM 13 – ANIMAL CONTROL SERVICES

Sheriff's police services provided pursuant to this Agreement shall not include service calls concerning animals unless such animals are an immediate danger to public health or safety, including but not limited to a case involving a rabid animal. Normal regulatory animal control functions shall be the responsibility of the Village.

ITEM 14 – EMERGENCY SERVICES COMMUNICATIONS SERVICES

The Sheriff shall establish and maintain on a round-the-clock basis telecommunication service between state, County, and other various municipal police agencies, fire departments, ambulance, rescue and other vital emergency service agencies.

ITEM 15 – FILE AND RECORD KEEPING

The Sheriff shall establish and keep a filing and record system for all data relative to this Agreement. The Sheriff shall provide to the Village, on a monthly basis, a report covering the activities of the Sheriff's Contractual Unit(s).

ITEM 16 – NO LIMITATION ON POWERS OF THE PARTIES

This Agreement shall in no way abrogate the lawful authority of the County, the Sheriff, or the Village.

ITEM 17 – INDEMNITY OF SHERIFF'S CONTRACTUAL UNITS

The County shall be deemed the employing municipality for the purposes of Section 6 of Division 4 of Article 1 of the Illinois Municipal Code (65 ILCS 5/1-4-6), and the indemnity provisions of Section 1002 of Division 5-1 of Article 5 of the Counties Code (55 ILCS 5/5-1002) shall control.

ITEM 18 – SHERIFF'S CONTRACTUAL UNITS TO REMAIN SUBJECT TO SHERIFF'S OFFICE RULES AND PROCEDURES

All deputy sheriffs, assigned to the Village as Sheriff's Contractual Units pursuant to this Agreement, shall at all times be subject to the Standard Operation Procedures of the Macon County Sheriff's Office, applicable working agreements and the Rules and Regulations of the Macon County Merit Commission.

ITEM 19 – APPROPRIATION BY MACON COUNTY BOARD TO EFFECTUATE THIS AGREEMENT

It is mutually understood by all Parties to this Agreement that the County Board of Macon County will add, in addition to the present number of Sheriff's deputies and Sheriff's police patrol vehicles, the total number of Sheriff's Contractual Units required by this contract for Sheriff's police services.

ITEM 20 – APPROVAL OF AGREEMENT

This Agreement is subject to the approval of the Village's governing board, the County's governing board, and the Macon County Sheriff and only becomes binding upon the Parties upon the execution of this Agreement by each.

ITEM 21 – EARLY TERMINATION

This Agreement can be declared void at anytime that the Village, the County and the Sheriff mutually agree and execute a signed statement to such effect. Said statement shall require the same formality by which this Agreement was approved as described in Item 20 above.

ITEM 22 – TIMING OF VEHICLE AND EQUIPMENT PURCHASES

The Sheriff shall purchase, at the Village's expense, new patrol vehicles (make and model to be determined by the Village) with all necessary equipment³ according to the following schedule:

- Two (2) vehicles at the beginning of the first year of this Agreement.
- One (1) vehicle at the beginning of the second year of this Agreement.
- Two (2) vehicles at the beginning of the third year of this Agreement.

The Village will pay all costs associated with in-car computer expenses, including, but not limited to Sungard OSSI MCT program yearly maintenance and Verizon unlimited broadband service.

The Sheriff will supply two (2) used CF29 Panasonic In Car Computers, Computer Docking Stations and Computer Stands. This will be considered a one-time donation at the onset of this Agreement. Additional computers, replacement computers and any necessary accessories will be the responsibility of the Village.

All items purchased by the Village and/or supplied by the Sheriff will be due at the time when the Village purchases new vehicles.

ITEM 23 – VEHICLE MAINTENANCE

During the term of this Agreement, the Sheriff will provide routine maintenance on all vehicles. Routine maintenance shall consist of fuel, oil changes, lube jobs, tires, tire balancing and rotations, and automobile insurance.

The Village will be financially responsible for paying for maintenance and for all expenses for any vehicle three years old or older, except routine maintenance.

³ Necessary equipment will be defined as Havis Charge Guard Auto Shut Off timer, Printekmobile FieldPro Rt43 Printer/Mount and Microsoft Office Standard 2012.

ITEM 24 – ENTIRE AGREEMENT

The foregoing constitutes the entire Agreement between the County, the Sheriff, and the Village, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed, and executed with the same formality with which this Agreement was executed.

IT WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above.

FOR THE COUNTY OF MACON

ATTEST

Kevin R. Greenfield, Chair
County Board of Macon County, Illinois

Stephen M. Bean, Macon County Clerk

Date: _____

FOR THE VILLAGE OF FORSYTH

ATTEST:

Marilyn Johnson, Mayor
Village of Forsyth, Illinois

Amy Goodman, Village Clerk

Date: _____

FOR THE SHERIFF OF MACON COUNTY

Thomas P. Schneider, Sheriff

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