

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES

Part-Time Patrol/Village of Philo

01/01/2019 – 12/31/2021

This contract is made this 9 day of January ~~December~~ 2018, by and between the Village of Philo, Illinois, (hereinafter referred to as the Village) the County of Champaign, (hereinafter referred to as the County) and the Sheriff of Champaign County, Illinois (hereinafter referred to as the Sheriff).

WHEREAS, the Village of Philo is within the boundaries of the County of Champaign, and desires more frequent law enforcement patrol of its community than the Sheriff of Champaign County is able to provide: and

WHEREAS, agreements for intergovernmental cooperation in providing law enforcement protection to the citizens of Illinois are encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act of Illinois, Illinois Compiled Statutes, Chapter 5, Section 220/1 et. seq.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Beginning on or about January 1, 2019 and continuing until December 31, 2021, the Sheriff of Champaign County shall cause the Village to be patrolled no less than 8 hours each week.

From January 1, 2019 through December 31, 2019, the Village shall pay the Sheriff \$ 66.55 per hour for this patrol.

From January 1, 2020 through December 31, 2020, the Village shall pay the Sheriff \$ 68.55 per hour for this patrol.

From January 1, 2021 through December 31, 2021, the Village shall pay the Sheriff \$ 70.55 per hour for this patrol.

2. The parties acknowledge that the price of gasoline is volatile and a significant expense to the Sheriff. The parties agree to the below listed schedule. Should the price of gasoline, at anytime during a week, exceed the \$/gallon as shown, the Village will pay the Sheriff the amount shown for each mile driven pursuant to this contract. Miles driven pursuant to this contract will include miles driven in the Village and to and from the Sheriff's Office and/or jail and/or Courthouse when the purpose is to drop off paperwork or prisoners generated pursuant to this contract. Miles driven will not include between the deputy's house and the Village. The "gasoline benchmark station" shall be the Mobil Station located at 507 W. University Avenue, Urbana or such primary provider as designated by the Sheriff.

\$2.50/gallon	5¢ per mile
\$3.00/gallon	10¢
\$3.50/gallon	12¢
\$4.00/gallon	15¢
\$4.50/gallon	18¢
\$5.00/gallon	20¢
\$5.50/gallon	23¢
\$6.00/gallon or above	The parties may meet and renegotiate this contract

Sheriff may employ any gas/mileage saving measures in the Village as are employed by other deputies.

3. Patrol time for the Deputy assigned to Village contract time shall include patrol, traffic stops, answering calls, writing Village generated reports, transporting Village generated prisoners and paperwork, State's Attorney conferences and Courthouse time (only for Village generated matters and only if the Deputy happens to be on duty) and other Sheriff's police related activities.

The Sheriff will absorb any overtime charges for case preparation, Courthouse time, and any overtime should a Village matter require the Deputy assigned to work beyond his 8 hours. Beyond the "contract time" the Sheriff shall provide all other services and personnel as he has in the past. These services would include response to calls received by METCAD for police assistance as well as routine patrol activities within the Village.

At the request of the Village, the Sheriff may contract for additional services and personnel at the following rate:

January 1, 2019 – December 31, 2019	\$ 71.40 per hour
January 1, 2020 – December 31, 2020...	\$ 73.54 per hour
January 1, 2021 – December 31, 2021	\$ 75.74 per hour

4. The County shall bill the Village each calendar month for the costs incurred by the County in the previous calendar month. An itemized statement of the expenses billed shall be included in such billings with 30 days of receiving each bill. Payment shall be delivered to the Champaign County Sheriff, and time is of the essence.

5. The County of Champaign shall insure any deputy or his equipment serving pursuant to this agreement, as are all other Deputy Sheriffs of the County of Champaign and their equipment.

6. The deputies who will perform the law enforcement services for the Village shall be designated by the Champaign County Sheriff, and will be subject to his control and direction, as are all other Deputy Sheriffs. The Village shall not and may not exercise control or direction of the deputy in the performance of his

duties. The Village may, however, from time to time, request that the Champaign County Sheriff consider concentrating patrols within specific locations or areas of the Village and the Sheriff will make reasonable efforts to do so. Except for emergencies only the Mayor or the Village Manager shall communicate Village requests/concerns to the Sheriff or his designee.

7. The Champaign County Sheriff shall maintain a radio communication system such that Sheriff's cars patrolling the Village can communicate with METCAD and other Sheriff vehicles.

8. The Champaign County Sheriff shall direct the deputies rendering police services to the Village to maintain a record of the time during which said services are provided.

9. The Sheriff shall maintain a file and record system for processing all data relative to the incidents of arrest, reports of crime and disposition of all cases which occur with the Village and such report shall be integrated with the Sheriff's master files. A report summary of such data shall be submitted to the Village no later than the last working day of each month, immediately following the month during which the patrol services were provided.

10. The Sheriff may, from time to time, at his discretion, provide intensive traffic control measures within the Village. Such traffic control measures shall include the use of radar and related devices. All fines and forfeitures collected within the Village by the Sheriff's deputies shall be distributed in accordance with applicable provision of the Illinois Compiled Statutes. If a Sheriff's deputy shall issue any citation or make any arrest in the Village for a violation of a Village ordinance, the Village shall be responsible to prosecute the same through its own Village attorneys. The Sheriff's deputies shall cooperate in such prosecutions to the extent they are witnesses.

11. Discipline of the designated deputies serving the Village shall be the responsibility of the Sheriff and the Champaign County Sheriff's Office Merit Commission.

12. Either the Sheriff, on behalf of himself and the County, or the Village, may send a written notice of breach of contract to the other party, which said notice shall allow the other party 20 calendar days to correct the said breach. Failure by the breaching party to correct the said breach of contract within the 20-day period shall allow the non-breaching party to terminate this contract upon the provision of a written notice of termination delivered to the office of the Village Manger, should the Village be the breaching party, or to the office of the Sheriff, should the Sheriff be the breaching party.

Either the Sheriff, on behalf of himself and the County, or the Village, may terminate this contract without cause by giving 90 day written notice to the other

party, with the said notice to be delivered to either the office of the Village Manager of the office of the Sheriff.

This contract may be extended by mutual written agreement of the parties.

13. This agreement shall not be effective unless and until the County Board of the County of Champaign, Illinois, and the Village Board shall approve the agreement, authorize its representative to executive the contract.

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereinto set their hands and seals on the day first above written.

Sheriff
Champaign County, Illinois



Dustin Heuerman

1/15/19
Date

Village of Philo


Mayor Larry Franks

Attest:


Village Clerk