

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES

Part-Time Patrol/Village of St. Joseph

This contract is made this 15th day of December, 2009, by and between the Village of St. Joseph, Illinois, the County of Champaign, and the Sheriff of Champaign County, Illinois.

WHEREAS, the Village of St. Joseph 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 December 1, 2009 and continuing until November 30, 2011, the Sheriff of Champaign County shall cause the Village to be patrolled between 7 and 8 hours each day. This patrol will mostly be conducted between the hours of 3:00 p.m. and 11:00 p.m. Reasonable effort will be made to have one deputy's primary responsibility to patrol the Village of St. Joseph for six months at a time. On the days he/she is not working, other shifts may be used to obtain the patrol time.

From December 1, 2009 through November 30, 2010, the Village shall pay the Sheriff \$358.25 per day for this patrol.

From December 1, 2010 through November 30, 2011, the Village shall pay the Sheriff \$375.26 per day 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¢

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 may provide all other services and personnel as requested by the Village at the following rate:

December 1, 2009 – November 30, 2010.....\$63.50 per hour

December 1, 2010 – November 30, 2011.....\$66.50 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 Public Health & Safety Chair 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. Deputy Sheriffs patrolling or answering calls in the Village may use space designated by the Village in its Village Hall to interview witnesses and suspects and to attend to their personal needs.

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. The Sheriff will establish an orientation program for the designated peace officers concerning their duties and responsibilities especially regarding ordinances the Village wants enforced.

13. This agreement may be extended for such period of time as shall be agreed upon by the parties in writing.

14. This agreement shall not be effective unless and until the County Board of the County of Champaign, Illinois, shall approve the agreement, authorize its representative to execute 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.

Chair, Champaign County Board
Champaign County, Illinois



Pius Weibel

11-19-09

Date

Attest:



Mark Shelden, County Clerk

Sheriff
Champaign County, Illinois



Dan Walsh

10/15/2009

Date

Village of St. Joseph



Mayor B.J. Hackler

10/13/09

Date

Attest:



Village Clerk