

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES

Part-Time Patrol/Village of St. Joseph

August 1, 2020 thru July 31, 2023

This contract is made this 28<sup>th</sup> day of July, 2020 by and between the Village of St. Joseph, Illinois, and the Sheriff's Office of Champaign County, Illinois.

WHEREAS, the Village of St. Joseph is within the boundaries of the County of Champaign, and the Village desires more frequent law enforcement patrol of its community and desires to contract with the Sheriff of Champaign County for additional patrol service with this contract.

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

1. Beginning on or about August 1, 2020 and continuing until July 31, 2023, the Sheriff of Champaign County shall cause the Village to be patrolled between 7 and 8 hours each day. This patrol will generally 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, consistent with the Sheriff's Office contractual seniority sign-up. On the days, he/she is not working, or otherwise not available, other shifts may be used for these patrol services.

From August 1, 2020 through July 31, 2021, the Village shall pay the Sheriff \$520.00 per day for this patrol, and a special detail overtime rate of \$77.63/hour.

From August 1, 2021 through July 31, 2022, the Village shall pay the Sheriff \$535.00 per day for this patrol, and a special detail overtime rate of \$79.95/hour.

From August 1, 2022 through July 31, 2023, the Village shall pay the Sheriff \$551.00 per day for this patrol, and a special detail overtime rate of \$82.34/hour.

2. In the interest of stability and simplicity, the parties have incorporated a fixed cost for fuel at the beginning of this contract at \$4.66 per day, however the parties acknowledge that the price of gasoline is volatile and a significant expense to the Sheriff. Should the price of gasoline, exceed the \$4.50/gallon for more than half of a calendar month the parties will renegotiate the fuel portion of 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.

The 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 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 other additional services, special details and personnel as requested and agreed upon in advance by the Village Mayor or a representative of the Health and Public Safety Committee at the rates set forth in paragraph 1 of this contract.

4. The Sheriff shall bill the Village each calendar month for these services with itemization as to any agreed additional services.

5. 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.

6. 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. Deputies patrolling St. Joseph shall be full time regular sworn personnel with full arrest authority.

7. 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.

8. 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 that 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.

9. 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.

10. 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. This agreement may be extended for such period as shall be agreed upon by the parties in writing. It may be terminated by either the Village or the Sheriff's Office upon 180 days written notice delivered to the other party.

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

Sheriff's Office of Champaign County

Village of St. Joseph, Illinois

  
\_\_\_\_\_  
Sheriff Dustin Heuerman

  
\_\_\_\_\_  
Mayor Tami Fruhling-Voges



Attest

  
\_\_\_\_\_  
Tami McElroy Smetzer  
Village Clerk