

LAW ENFORCEMENT SERVICES AGREEMENT

This Law Enforcement Services Agreement ("Agreement") is effective as of Tuesday, June 1, 2021, and is entered into by and between the Village of Savoy, a home rule Illinois municipal corporation and body politic (hereinafter "Village") and Dustin D. Heuerman in his capacity as the duly elected and acting Sheriff of Champaign County (hereinafter "Sheriff").

RECITALS

WHEREAS, the Village desires that the Sheriff render certain services more fully described herein; and

WHEREAS, the Sheriff has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services and is desirous of providing such services for the Village.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

Section 1 – Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.

Section 2 – Term: This Agreement is for a term commencing Tuesday, June 1, 2021, and continuing through Sunday, May 31, 2026 ("Term"), unless terminated sooner as provided herein.

Section 3 – Termination: Except as otherwise set forth in this Agreement, either party shall have the right to terminate this Agreement for any cause or without cause three hundred sixty-five (365) days after having served advanced written notice upon the other party. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

Section 4 – Scope of Services: The Sheriff agrees to provide the services required and, if applicable, set forth in Exhibit "A" including the deliverables set forth thereon ("Services"), in accordance with the terms and conditions of this Agreement.

Section 5 – Compensation and Payment: Compensation for Services during the term shall be delivered by the Village to the Sheriff, by the 15th of each month, as outlined below:

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Annual Amount	\$537,163.00	\$552,292.00	\$567,874.00	\$583,924.00	\$600,455.00
Monthly Payment	\$44,763.58	\$46,024.33	\$47,322.83	\$48,660.33	\$50,037.92

In no event shall the Village be liable for any costs incurred for Services performed after the effective date of termination as provided herein. The Sheriff shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Village. Payments shall be subject to 50 ILCS 505, "Local Government Prompt Payment Act".

Section 6 – Standards of Performance: The Sheriff agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. The Sheriff acknowledges and accepts a relationship of trust and confidence with the Village and agrees to cooperate with the Village in performing Services to further the best interests of the Village.

Section 7 – Assignment: This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

Section 8 – Confidentiality and Ownership of Documents: In the performance of the Services, the Village and the Sheriff may have access to certain information, belonging to the other party, that is not generally known to others ("Confidential Information"). The both parties agree not to use or disclose to any third party, except as required by court order or applicable law, any Confidential Information or any records, reports, or documents prepared or generated as a result of this Agreement without the prior written consent of the other party. The terms of this section shall survive the expiration or termination of this Agreement.

Section 9 – Independent Contractor: It is understood and agreed that the relationship of the Sheriff to the Village is and shall continue to be that of an independent contractor and neither the Sheriff nor any of Sheriff's employees shall be entitled to receive any Village employee benefits. As an independent contractor, the Sheriff agrees to be responsible for the payment of all taxes and withholdings specified by law. It is agreed that neither the Sheriff nor its employees, staff, or subcontractors shall represent themselves as employees or agents of the Village; the Village is not party to any collective bargaining agreement negotiated or administered by the Sheriff.

Section 10 – Indemnification: The Sheriff agrees to indemnify and hold harmless the Village, its members, trustees, employees, agents, officers, and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of the Sheriff or its employees or its subcontractors under this Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Sheriff and Village shall not be deemed to have waived any rights, protections or immunities under 745 ILCS 10/1-101, et. seq. Local Government and Governmental Employees Tort Immunity Act.

Section 11 – Insurance: At all times during the term of this Agreement, the Sheriff shall maintain, at their sole expense, all required and necessary insurance coverages for the Sheriff, its employees, officers, and independent contractors.

Section 12 – Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE VILLAGE:

Village Administrator
Village of Savoy
611 N. Dunlap Avenue
Savoy, IL 61874-8406

WITH COPY TO:

Marc Miller, Village Attorney
Miller and Hendren
P.O. Box 980
Champaign, IL 61824-0980

IF TO THE SHERIFF:

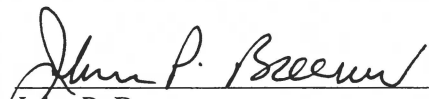
Dustin D. Heuerman
Champaign County Sheriff's Office
204 E. Main Street
Urbana, IL 61801-2702

Section 13 – Entire Agreement and Amendment: This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

Section 14 – Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

VILLAGE OF SAVOY


John P. Brown
Village President

CHAMPAIGN COUNTY SHERIFF'S OFFICE


Dustin D. Heuerman
Sheriff

EXHIBIT A – SCOPE OF SERVICES

1. The Sheriff shall assign three (3) deputies to patrol and respond to calls for service within the corporate limits of the Village. The individual deputies are generally be selected through a periodic seniority-based sign-up process as defined in the Sheriff's collective bargaining agreements.
 - 1.1 The assigned deputies generally work various shifts with varying days off. The vehicles normally assigned to the deputies shall prominently display "Savoy" in the squad markings.
 - 1.2 The shifts assigned deputies work generally begin and end in the deputy's home driveway; as is currently set in the Sheriff's collective bargaining agreement.
 - 1.3 At times when an assigned deputy is unavailable, another deputy is generally not assigned to specifically patrol and respond to calls for service within the corporate limits of the Village. At such times when there is not an assigned deputy available, or in instances when the assigned workforce is not sufficient to handle a specific call type or situation, additional unassigned deputies will patrol and respond to calls for service within the corporate limits of the Village in the same manner as patrols and responses to unincorporated areas of the Sheriff's jurisdiction.
 - 1.4 Assigned deputies may leave the corporate limits of the Village as necessary to perform the duties and terms of this Agreement.
2. All fines collected by deputies for activities within the corporate limits of the Village shall be distributed in accordance with the applicable and relevant provisions of the Illinois Compiled Statutes.
3. If a deputy issues any citation or makes any arrest within the corporate limits of the Village for a violation of a Village ordinance, the Village shall be responsible for the prosecution of the same by and through the Village's legal counsel. In such cases, deputies shall cooperate in such prosecutions.
4. All other resources of the Champaign County Sheriff's Office shall be available, as needed, for the Village as determined by the Sheriff.
5. The Sheriff, and their designees, shall be responsible for the management, direction, training, and liability for deputies operating within the within the corporate limits and on behalf of the Village.
6. Assigned deputies shall not respond to calls for service which would take them out of the corporate limits of the Village unless an immediate threat or situation exists which could cause serious bodily harm or loss of life and the Sheriff does not have sufficient resources immediately available to address the particular situation. Assigned deputies may respond to calls for service for mutual aid from partner law enforcement agencies or METCAD.
7. It is the intent of the parties that law enforcement services provided by the Sheriff continue in the same manner as past Agreements including, but not limited to, additional patrols within the corporate limits of the Village at no additional cost to the Village; as deemed appropriate by the Sheriff.
8. All Freedom of Information Act requests, regarding law enforcement services or law enforcement activities within the corporate limits of or involving the Village shall be directed to Sheriff or their designee. Responsibility to respond to these information requests shall belong to the Sheriff.