RESOLUTION NO: 18-23 **ADDENDUM NO:** —

IN THE MATTER OF)
VILLAGE OF KEMPTON LAW ENFORCEMENT CONTRACT WITH THE COUNTY OF FORD)

CONTRACT FOR COUNTY LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made this 01st day of December, 2017, by and between the County of Ford (hereinafter referred to as County), Illinois, and the **Village of Kempton** (hereinafter referred to as Village), Illinois, a municipal corporation.

WITNESSETH:

WHEREAS, the Village has the need for police protection, but does not have the economic resources with which to maintain a police department of the necessary size, nor the provisions to adequately train or equip said police department; and

WHEREAS, the County has an established modernly trained and equipped sheriff's office which could provide the required police protection and community policing programs within the corporate limits of the Village to the extent and manner hereinafter set forth; and

WHEREAS, the Village has desired the services of a modernly trained and equipped sheriff's office which the County is able and willing to furnish; and

WHEREAS, the Village and County have reached an agreement pursuant to authority granted by Article 7, Section 10 (a) of the Illinois Constitution whereby the County would provide law enforcement services to the Village pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the following has been agreed by and between the County and the Village:

1. This Contract shall be operative for a period not to exceed one (1) year and shall commence the 01st day of December 2017 and shall thus expire the 30th day of November 2018.

2. The Village shall remit to the County the sum of $6,253.00, Six Thousand Two Hundred Fifty Three Dollars and 00/100, which shall be paid in accordance with one of the following listed options after the Contract has been accepted and signed by the County and Village.

   Option 1: One installment of the full amount by June 01st, 2018, or
   Option 2: Two installments of $3,126.50 each; the first installment due by May 01st , 2018 and the second installment due by October 01st, 2018.

   In the event the Village elects to terminate this agreement the contract shall expire on the last day of the same month the Village Board voted to be released from the agreement. The County shall reimburse the Village all monies remaining on the contract balance, less those months the County law enforcement services were provided. The county shall have the same option of termination.

3. Within their capabilities, the County shall provide the deputies and equipment required to accomplish the obligations pursuant to this Contract, and in accordance with 65 Illinois Compiled Statutes, Section 5/1-4-6 , the County shall be deemed the employing governmental entity.

4. The County Sheriff shall orient and update deputies as to their responsibilities regarding the supplemental law enforcement needs of the Village.

5. Depending upon existing County manning and fiscal allocations, and other available resources , law enforcement communication, investigative and administrative services provided under this Contract shall consist of the following:

A. Intermittent patrols, which shall include discretionary employment of traffic radar control measures ; responses to emergency (for the purpose of this Contract, an emergency shall include those offenses which subject persons and or property to immediate danger or harm) and non-emergency calls for assistance generated by Village residents ; law enforcement investigative services; 24 hour radio and telephone communication service to the Village; and a file and records system of those criminal investigations, incidents, complaints and arrests generated within the Village.

1) In the absence of the Village police and with prior notification, the county shall intermittently patrol and respond to service calls from Village residents. The Village shall provide copies of local ordinances and any future revisions to the County Sheriff to assist in enforcement efforts.

2) All traffic offense fines and forfeitures within the Village shall be paid to the Village.

3) Law enforcement investigative services, joint County/Village investigation or exclusive County investigations may be requested by the Village President, Village Police Committee Chairman or the Village Chief of Police. A rate of $55.00(Fifty-Five and 00/100) per man-hour shall be paid by the Village to the County when investigative services exceed a total of 24 man-hours per individual Incident. Such investigative services shall exclude any animal complaints unless such animals pose an immediate threat to the public health or safety of Village residents.

4) Quarters used by the Village police department may be used by the County Sheriff's office in Connection with the performance of territorial duties outside of the Village and adjacent thereto, Provided however, the performance of such outside duties shall not be of additional cost to the Village.

5) If necessary, the County shall assist Village police in the preparation of law enforcement data. Reportable Village law enforcement data shall be included in the county's regular Illinois State Police Uniform Crime Report Statistics. Such data shall be provided by Village police to the County Sheriff's Office no later than the first day of the following month.

6) If the County is unable to respond to emergencies, the County shall contact the Illinois State Police or other capable agencies in close proximity to provide immediate emergency response.

7) Upon request, the Village Mayor/President may obtain final dispositions on those cases directly Related to their Village.

6. A committee consisting of a County Sheriff's Committee representative, the County Sheriff, the Village Mayor/President and a Village Alderman shall be formed to resolve questions or disputes related to the Contract. The County Sheriff shall make the final and conclusive determination on those issues pertaining to specific law enforcement related functions and duties.

7. The foregoing constitutes the entire agreement between parties and no verbal statements shall supersede any of its provisions. This Contract shall be amended by mutual agreement, and signed and executed with the same formality with which this instrument was executed.

IN WITNESS THEREOF, the Village of Kempton, by resolution, duly adopted by its governing body, cause this Agreement to be signed by its Mayor/President and attested by its Clerk; and the County of Ford, by order of its governing body, has caused these presents to be affixed thereto and attested by the Clerk of said governing body, all on the day, month and year first above written.

VILLAGE OF KEMPTON, ILLINOIS

BY: Richard Van Fossen
Mayor/President, Village of Kempton

ATTEST: Anita Gordon
Clerk, Village of Kempton

COUNTY OF FORD, ILLINOIS

BY: Rod P. Berg
Chairman, Ford County Board

ATTEST:
Ford County Clerk