

#21.55

**COUNTY OF MARSHALL / CITY OF WENONA
AGREEMENT FOR DEDICATED POLICE SERVICES**

THIS AGREEMENT is made and entered into as of May 17, 2021 by the Marshall County, Illinois, (the "COUNTY") and the City of Wenona (the "CITY"). The County and the City may each be referred to herein as a "Party" and together, as the "Parties."

Background Recitals

- A. The CITY is located in the COUNTY.
- B. The CITY possesses the authority to provide for the safety and well-being of the public and such authority derives from the municipality's police powers.
- C. The COUNTY, through the Marshall County Sheriff's Office (the "SHERIFF") provides law enforcement services to the citizens of Marshall County.
- D. The CITY desires to enter into this Agreement with the COUNTY whereby the COUNTY, through the SHERIFF, will provide quality law enforcement services to the CITY and its citizens.
- E. The SHERIFF has been advised of this Agreement prior to its adoption and consents to provide law enforcement services with the corporate limits of the CITY.
- F. Article VII, Section 10 of the 1970 Illinois Constitution and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) authorizes two or more units of local government to contract and share services and to exercise, combine, or transfer any power or function common to them.

NOW, THEREFORE, in consideration of the mutual obligations undertaken in this Agreement, the Parties agree as follows below.

1.0 BASE LEVEL SERVICES

The COUNTY shall provide within CITY limits the following law enforcement services for a minimum of 8 hours a day, 7 days a week while this Agreement remains in effect and shall provide such services at the same level, degree, and type as is customarily provided by the COUNTY in the other areas of Marshall County (unless otherwise set forth in this Agreement) including routine patrols of the CITY, vehicular patrols, and community policing services such as vacation checks of homes, courtesy safety inspections, security checks of businesses, and personal contacts as are customary in a small municipality such as the CITY. The COUNTY shall ensure the SHERIFF deputies assigned to provide services in the CITY are properly equipped and qualified and trained for police functions and services.

- 1.1 PATROL SERVICES.** Patrol services shall constitute the first response for the enforcement of state law (including criminal and traffic offenses) as well as City ordinances. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity,

and traffic patrol to enforce applicable city ordinances and state traffic codes. The deputies assigned to the area in accordance with this Agreement will provide patrol services to the CITY during their scheduled work shifts. While on patrol in the CITY pursuant to this Agreement the deputies will be dedicated to the law enforcement needs of the CITY, provided, however, in the event of an emergency call outside the CITY limits, the deputy working in the CITY may be called to respond. If a call comes in from CITY during such an emergency call, the SHERIFF shall send another deputy to respond to the CITY's call for services.

- 1.2 INVESTIGATIVE SERVICES.** Investigative services shall consist of criminal investigations by deputies investigating all detected and reported crimes within the CITY which are customarily performed by the SHERIFF in other areas of the COUNTY.
- 1.3 CRIMINAL JUSTICE SUPPLEMENTAL SERVICES.** The COUNTY will provide for all costs and services related to the prosecution, defense, and punishment of those accused of criminal offenses and traffic violations within the CITY, including but not limited to jail fees, prosecution, and court costs, jury and witness fees, and assigned counsel. The CITY will be responsible for these services and costs as they may be required or relate to enforcement of CITY ordinances. The COUNTY shall require the attendance of any SHERIFF's Deputy at any court proceeding where the attendance of such deputy is necessary as a witness in any matter pending in the Circuit Court of Marshall or LaSalle County, Illinois.
- 1.4 EVIDENCE.** Evidence or any property collected as a result of investigations occurring within the CITY will be processed in the same manner used for SHERIFF Office investigations occurring in other areas of the COUNTY.
- 1.5 CITY ORDINANCES.** The SHERIFF may enforce (as they are amended from time to time) the CITY'S ordinances. Upon the request from the CITY, the SHERIFF shall serve Ordinance Violation notices, citations, or complaints in a timely manner. The CITY shall keep the SHERIFF informed of all ordinances adopted or amended in a timely manner and shall provide copies of current ordinances to the SHERIFF.

2.0 DISPATCH FEE

In addition to the compensation provided for in Section 7.0, the CITY shall pay the COUNTY \$98.96 every 3 months for dispatch services. The CITY's quarterly payments to the COUNTY shall be due on the fifteenth day of June, September, December, and March. The City shall deliver its payments to:

Marshall County Treasurer
122 N. Prairie Street
P.O. Box 328
Lacon, IL 61540.

3.0 LIASON

To facilitate communication between the Parties, the SHERIFF or the SHERIFF's designee shall serve as a "LIASON" to handle the day-to-day operational concerns identified by the CITY'S Council and residents. In addition, the SHERIFF or the SHERIFF's designee, during mutually agreed upon days and hours, shall attend City Council or City County committee meetings, appropriate community meetings, CITY staff meetings, and special events within the CITY as needed. Attendance at such meetings or activities may be included in the 8 hours of service as set forth in Section 1.0.

4.0 REPORTING

- 4.1 REPORTING – (Calls for Service)** The COUNTY shall maintain records of calls for service within the CITY's boundaries to enable accurate data collection of criminal and traffic activity and of dispatched calls for service.
- 4.2 SIGNIFICANT OCCURRENCE.** The SHERIFF or the SHERIFF's designee shall promptly notify the CITY'S Mayor or the Mayor's designee of any significant criminal occurrence or other major law enforcement event within the CITY.
- 4.3 PERIODIC REPORTS.** The SHERIFF shall provide in a timely manner monthly reports to the Mayor in a format mutually agreeable to the Parties concerning criminal offenses, traffic violations, and ordinance violations within the CITY. Such reports shall include a list of calls for service, call response times, updates concerning criminal investigations (provided the information will not hamper an ongoing investigation), investigations forwarded to the Marshall County or LaSalle County State's Attorney Office, and other information as may be agreed upon by the Parties.
- 4.4 MEDIA RELEASES.** The SHERIFF will conduct press briefings and interviews and issue press releases concerning major crimes within the CITY. The CITY shall not issue any media releases regarding criminal investigations conducted pursuant to this Agreement without prior approval by the SHERIFF or SHERIFF's Chief Deputy.

5.0 PERSONNEL

In providing the services required under this Agreement, the COUNTY is not acting as an agent of the CITY, but as an independent contractor.

- 5.1** Control of personnel (except for operational assignments as set forth in this Agreement), standards of performance, discipline, and all other aspects of performance shall be governed entirely by the COUNTY.
- 5.2** All persons rendering services to the CITY pursuant to this Agreement shall be for all purposes employees of the COUNTY. The COUNTY shall be responsible for payment of all wages, FICA withholding, income tax withholding, worker's compensation insurance, unemployment insurance, and all other requirements of local, state, or federal law for all personnel provided by the COUNTY pursuant to the terms of this Agreement.

6.0 PERFORMANCE REVIEW

The SHERIFF, the SHERIFF's Chief Deputy or the LIAISON shall meet with the Mayor or the Mayor's designee at mutually agreed upon dates and times to: (a) discuss the Parties' performance under this Agreement and adjustments or modifications that may be required, (b) provide summaries of activity and budget updates, and (c) review monthly reports as provided for in Section 4.0 of this Agreement.

7.0 COMPENSATION

- 7.1 CONTRACT AMOUNT.** During the term of this Agreement, and in consideration for the base level services provided by the COUNTY as set forth herein, the CITY shall pay the COUNTY \$11,580.00 on or before the 15th day of each month. The initial monthly payment may be prorated based upon the actual days services are provided by the COUNTY to the CITY. The CITY shall send its payments to:

Marshall County Sheriff's Office
520 6th Street
Lacon, IL 61540.

- 7.2 ADJUSTMENT/ANNUAL REVIEW OF COMPENSATION.** Beginning July 1, 2022, and on the first day of July each year thereafter for the duration of this Agreement and any extension thereof, the COUNTY may notify the CITY of the projected costs for the upcoming calendar year. The Parties may then, by written agreement, amend the compensation terms of this Agreement for the upcoming calendar year. The intent of this Section is to allow for uninterrupted delivery of services by the COUNTY to the CITY at a cost agreed upon in advance.

8.0 CITY RESPONSIBILITIES

In consideration for the obligations of the COUNTY under this Agreement, the CITY agrees to:

- 8.1** supply at its own cost and expense any special supplies, stationery, notices, forms, tickets, and the like for documents which must be issued in the name of the CITY; and
- 8.2** provide appropriate office space, including internet access and telephone lines, to SHERIFF deputies for report writing, interviews, phone calls, et cetera.

9.0 TERM, TERMINATION, AND RENEWAL

- 9.1 INITIAL TERM.** The initial term of this Agreement shall begin at 12:00 a.m. on July 1, 2021 and terminate at 11:59 p.m. on December 31, 2022, unless terminated sooner as provided herein.
- 9.2 RENEWAL TERMS.** This Agreement shall renew automatically for additional one year terms (January 1st through December 31st), unless either Party shall, on or before September 1st of each year during the original term or a renewal term, notify the

other Party that it does not desire the Agreement to be extended for another annual term.

- 9.3 TERMINATION AT WILL.** Either party desiring to terminate this Agreement may do so at its will by upon 120 days' written notice to the other Party. Upon receipt of such notice by the other Party, the Parties agree to commence work on and to complete within 90 days a transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of three months, including the 90 days used to prepare and complete the transition plan. The transition plan shall identify and address personnel, capital equipment, workload, and other issues related to the transition. Each Party shall bear its respective costs in developing transition plan, including attorneys' fees.
- 9.4 TERMINATION DUE TO MATERIAL BREACH.** This Agreement may be terminated immediately upon material breach of this Agreement by the other Party not cured within thirty (30) days of written notice by the non-breaching Party.
- 9.5 EFFECT OF TERMINATION.** Any and all promises in this Agreement regarding insurance, waivers, and the like shall continue in full force and effect notwithstanding the termination of this Agreement. It is understood by the Parties that termination deals strictly with the provision of law enforcement services and the compensation for those services and not with the extinguishing of the obligations of either Party to provide any indemnification and insurance required under this Agreement.

10.0 INSURANCE

- 10.1 Additional Insured Coverage.** The COUNTY shall name CITY, and its officers, agents, and employees as additional insureds on the COUNTY's comprehensive general liability policy (minimum coverage of one million dollars). The policy shall contain a provision requiring sixty (60) calendar days advance notice to the CITY in the event of cancellation of the policy. Likewise, the CITY shall name COUNTY, and its officers, agents, and employees as additional insureds on the CITY's comprehensive general liability policy (minimum coverage of one million dollars). The policy shall contain a provision requiring sixty (60) calendar days advance notice to the COUNTY in the event of cancellation of the policy.
- 10.2 County's Insurance Primary.** In the event any claim or suit is brought against the CITY related to the performance of the COUNTY's duties under this Agreement or the actions of the COUNTY's employees, The COUNTY's insurance will be primary and the COUNTY will defend and indemnify the CITY from the claim, notwithstanding the availability of any insurance that the CITY may have for the claim. Any insurance or self-insurance maintained by the CITY shall be in excess of the COUNTY's insurance and shall not contribute with it.

10.3 Notice of Change in Coverage or Cancellation. Each Party shall notify the other Party within forty-eight (48) hours of being notified of any change in coverage limits or status of its insurance coverage.

10.4 Proof of Coverage. The CITY and the COUNTY shall, by July 1st of each year, provide each other with Certificates of Liability Insurance.

11.0 NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail or by overnight delivery service to the following:

If to the COUNTY:

Marshall County Sheriff's Office
ATTN: Sheriff or Sheriff's Chief Deputy
520 6th Street
Lacon, IL 61540
Telephone: 309-246-2115

With a copy delivered by first class mail, personal service, or email to:

Marshall County State's Attorney
122 North Prairie Street
P.O. Box 328
Lacon, IL 61540
Telephone: 309-246-2028
Email: 62mcsa@gmail.com

If to the CITY:

City of Wenona
ATTN: Mayor
226 Chestnut Street
Wenona, IL 61377
Telephone: 815-853-4227

With a copy delivered by first class mail, personal service, or email to:

City of Wenona
ATTN: City Clerk
226 Chestnut Street
Wenona, IL 61377
Telephone: 815-853-4227

A notice shall be deemed to be received by a Party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (such as Federal Express) with all fees prepaid.

12.0 INDEMNIFICATION

12.1 BY THE COUNTY. To the extent permitted by law, the COUNTY shall protect, save harmless, indemnify and defend, at its own expense, the CITY, its elected and appointed officials, officers, employees and agents, from any and all loss or claim for damages of any nature whatsoever resulting from any act or omission in the performance of this Agreement by the COUNTY, its elected or appointed officials, officers, employees, or agents. In executing this Agreement, the COUNTY does not assume liability or responsibility that arises in whole or in part from the existence or effect of CITY ordinances, rules, or regulations. If any cause, claim, suit, action, or administrative proceeding excluding any challenge raised in the defense of a criminal

prosecution or appeal thereof is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY, to the extent permitted by law, shall satisfy the same, including all chargeable costs and attorney's fees.

12.2 BY THE CITY. To the extent permitted by law, the CITY shall protect, save harmless, indemnify, and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever arising out of the performance of this Agreement and based on the act or omission of a CITY employee, elected official or agent, including claims by the CITY'S employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

12.3 NO WAIVER OF DEFENSES. Neither Party waives any immunities and defenses available under the Local Governmental and Governmental Employees Tort Immunity Act or under any other applicable law.

13.0 AUDITS AND INSPECTIONS

All records prepared, owned, used, or retained by the COUNTY or the SHERIFF in conjunction with the provision of law enforcement services under this Agreement shall be deemed COUNTY property and shall be made available to the CITY upon request by the CITY subject to the records retention schedule established by the Local Records Commission, the attorney-client privilege, the attorney work product privilege and other applicable privileges established by law.

14.0 AMENDMENTS

This Agreement may be amended at any time by written agreement of the Parties.

15.0 NO THIRD PARTY BENEFICIARY

The COUNTY and CITY agree that this Agreement shall not confer any rights or remedies or third party beneficiary status on any non-party, including the citizens of either the COUNTY or the CITY.

16.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state, and local laws in performing their obligations under this Agreement.

17.0 BREACH OF CONTRACT

In the event that either Party breaches a material or substantive provision of this Agreement, the breaching party agrees to pay all costs and expenses incurred by the non-breaching party in connection with enforcing this Agreement, including the non-breaching party's attorney's fees and costs, regardless of whether a lawsuit is actually filed as part of the enforcement action.

18.0 SEVERABILITY

Should any clause, phrase, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

19.0 FINES AND FORFEITURES

All fines and forfeitures collected by the CITY for criminal offenses or traffic violations (if any and excluding fines for violations of CITY ordinances collected by the CITY) shall be distributed in accordance with the applicable statutory provisions of the State of Illinois.

20.0 HEADINGS

Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

21.0 ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between the Parties.

22.0 NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT

Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as authorized by each Party's governing body on the dates following their respective signatures.

MARSHALL COUNTY



Gary R. Kröeschen
County Board Chairman

Date: May 13, 2021

Attest:



Jill M. Kenyon, County Clerk

Agreement Acknowledged By:



Wayne H. Strawn II, Marshall County Sheriff

CITY OF WENONA



Charlie Lohr
Mayor

Date: May 17, 2021

Attest:



Deborah Longbons, City Clerk (SEAL)