

**INTERGOVERNMENTAL AGREEMENT
FOR
POLICE CONTRACT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of April, 2023, by and between the County of DuPage (COUNTY), a body politic and corporate, the Sheriff of DuPage County (SHERIFF), and the Board of Trustees of the Township of Wayne (TOWNSHIP), a body politic and corporate.

WITNESSETH:

WHEREAS, pursuant to Section 30-155(b) of the Township Code, the TOWNSHIP has created a special police district in its unincorporated area and has levied a tax as provided by said statute; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution authorizes units of local government to share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and authorizes officers of units of local government to participate in intergovernmental activities authorized by their units of government; and

WHEREAS, the electors of the TOWNSHIP have authorized its Board of Trustees to contract with the SHERIFF to furnish police protection in the unincorporated area of the township pursuant to Section 30-155(a) of the Township Code, a copy of a Resolution authorizing same being attached hereto as Exhibit A and made a part hereof by reference; and

WHEREAS, the Parties intend the SHERIFF shall furnish such police protection by detailing a special resident deputy sheriff to the special police district created by the TOWNSHIP in addition to any police protection he ordinarily provides in the exercise of his powers and duties as chief law enforcement officer of the county of DuPage, in particular, in the unincorporated areas of the County of DuPage; and

WHEREAS, the TOWNSHIP has previously contracted with the SHERIFF for such purposes with their most recent agreement being set to expire on March 31, 2023; and

WHEREAS, the Parties intend that the TOWNSHIP shall reimburse the COUNTY for eighty percent (80%) of the costs the SHERIFF incurs in detailing such resident deputy sheriff to the special police district as more specifically set forth herein.

NOW, THEREFORE, in consideration of the aforesaid and the promises and covenants contained herein, the parties do hereby agree as follows:

1. The SHERIFF agrees to detail one (1) resident deputy sheriff and squad car (collectively "resident deputy") to the TOWNSHIP's special police district. The resident deputy will be on duty ten (10) eight-hour days in each fourteen (14) day pay period. For the purpose of this Agreement, the resident deputy's pay periods shall commence on April 1, 2023, and every fourteen (14) days thereafter.
2. The SHERIFF agrees that he will regularly consult the TOWNSHIP Supervisor to receive suggestions and/or recommendations from said Supervisor relative to special areas of concern in the police district. The SHERIFF alone shall determine the need for services. In no event will the SHERIFF detail the services of the resident deputy to the TOWNSHIP in excess of two hundred sixty (260) days of any calendar year.
3. The SHERIFF agrees that he will not assign the resident deputy to duties outside of the boundaries of the TOWNSHIP's special police district except as hereinafter specified.
4. The SHERIFF agrees that the resident deputy will operate in addition to any of the SHERIFF's personnel operating within the TOWNSHIP in the normal course of their assigned duties as employees of the SHERIFF.
5. The Parties agree that the resident deputy and any vehicle or equipment utilized in the performance of this Agreement will at all times be property of the COUNTY and remain under the SHERIFF's control and direction.
6. The Parties agree that the SHERIFF will provide all necessary back-up service, personnel and equipment to assist the resident deputy, if, in the SHERIFF's discretion, such need arises, in order to assure the effective and safe performance of the SHERIFF's total law enforcement function in the unincorporated areas of the TOWNSHIP to the best of his ability based on availability and resources.
7. The Parties agree that in the event of an emergency elsewhere within the SHERIFF's jurisdiction, if the SHERIFF determines that the immediate response of his personnel is necessary, then the resident deputy shall be on call for such emergency and will be ordered to respond for the time necessary to abate the emergency.
8. The SHERIFF agrees to maintain reasonable records relative to the effectiveness of the operations, which are the subject of this Agreement. The resident deputy will keep daily logs noting his activities during each tour of duty. The SHERIFF or his designee will be available to discuss and report to TOWNSHIP with respect to the resident deputy's activities as the TOWNSHIP may reasonably require.

9. The Parties expressly agree that any and all records generated in the implementation of and pursuant to Paragraph eight (8) of this Agreement are and will remain in the sole and exclusive custody of the SHERIFF and the contents thereof are not subject to release or disclosure, except as authorized or required by law. The SHERIFF shall make officer activity sheets available to the TOWNSHIP, provided that such sheets do not contain or constitute any portion of an official investigative report.
10. In consideration therefor, the TOWNSHIP will cause to be paid to the General Fund of the County of DuPage, the aggregate sum of One Hundred Twenty-Nine Thousand Nine Hundred Forty Dollars and Fifty-Eight Cents (\$129,940.58), said sum to be paid in twelve equal monthly installments of Ten Thousand Eight Hundred Twenty-Eight Dollars and Thirty-Nine Cents (\$10,828.39). The TOWNSHIP shall tender said payment to the SHERIFF on the first day of each month during the twelve (12) month period of this Agreement. Failure of the TOWNSHIP to remit payment as specified herein constitutes cause for rescission of this Agreement.
11. The parties hereto expressly agree that the term of this Agreement shall commence **April 1, 2023** and expire **March 31, 2024**. This Agreement may only be modified or amended by the written consent of all parties.
12. Pursuant to the authority conferred by Article VII of the Local Government and Governmental Employees Tort Immunity Act, the COUNTY agrees to indemnify and hold the TOWNSHIP harmless for any judgment in any action brought in a court of competent jurisdiction against the TOWNSHIP for any act or omission of the SHERIFF or any of his agents or employees resulting from the performance of this Agreement by the SHERIFF.
13. This writing constitutes the final expression of the Agreement of the Parties hereto. It is intended as a complete and exclusive statement of the terms of their Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

TOWNSHIP OF WAYNE

COUNTY OF DUPAGE

By: Signature on file

Township Supervisor

By: _____
Chair, DuPage County Board

By: _____
Sheriff of DuPage County

ATTEST: Signature on file
Township Clerk

ATTEST: _____
County Clerk