AGENDA
Public Safety and Justice Committee
Tuesday, November 29, 2022
@ 1:00 PM
Peoria County Courthouse, Room 403

1. Call to Order

2. Approval of Minutes
   • October 25, 2022

3. Informational Items / Reports / Other Minutes / Updates
   • ETSB
   • Public Defender Report
   • IL DCEO funding for Body Worn Camera and In Car Cameras joint venture with Peoria City Police Department

4. Resolutions
   • Village of Glasford Dispatch Service Agreement
   • City of West Peoria Police Service Agreement
   • Village of Hanna City Police Service Agreement
   • Village of Dunlap Police Service Agreement

5. Miscellaneous

6. Adjournment
Call to Order
Vice-Chairperson Bryant called the meeting to order at 1:37 pm.

Approval of Minutes
A motion to approve the minutes of October 4, 2022 was made by Mr. Salzer and seconded by Mr. Elsasser. The motion carried unanimously (6-0).

Informational Items / Reports / Other Minutes / Updates
- ETSB
  No report. No questions or comments from committee. Privation

- Public Defender Report
  Ms. Collins stated that the Public Defender, Nathan Bach, will submit a detailed report at the end of the year. She stated that Mr. Bach continues to seek full-time attorneys.

Resolution
- Police Service Agreement with Illinois Department of Children and Family Services (DCFS)
  A motion to approve was made by Mr. Salzer and seconded by Ms. Williams. Sheriff Watkins advised that due to increased violence related to DCFS caseworkers going on house visits, DCFS has approached the Sheriff’s Office to request assignment of a full-time Deputy. He stated that the two-year agreement would have an initial cost of $126,700.00 for the first year, with a 3% increase in the second year.

Adjournment
The meeting was adjourned by Vice-Chairperson Bryant at 1:44 p.m.

Recorded and Transcribed by: Jan Kleffman
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: November 29, 2022

LINE ITEM: Revenue 001 012 3 311 34051
Expenditure:

ISSUE:
Dispatch Service Agreement between Peoria County and the Village of Glasford

BACKGROUND/DISCUSSION:
The Peoria County Sheriff’s Office and the Village of Glasford currently have an intergovernmental agreement for dispatch services that expires on December 31, 2022. The Peoria County Sheriff’s Office and the Village of Glasford would like to enter into another intergovernmental agreement in order to continue these dispatch services beyond the expiration of the current intergovernmental agreement.

The term of this new agreement is for five (5) years beginning 1/1/23 and continuing through 12/31/27. The total cost of the agreement is $19,020. The pricing in the agreement represents an approximate 3% increase each year.

COUNTY BOARD GOALS:
EFFECTIVE SERVICE DELIVERY
COLLABORATION

STAFF RECOMMENDATION:
Approval

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 10/27/22
PEORIA COUNTY/PEORIA COUNTY SHERIFF/VILLAGE OF GLASFORD
INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES

This Agreement made on the _____ day of _____________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE VILLAGE OF GLASFORD, located in the County of Peoria, State of Illinois, (hereinafter referred to as the VILLAGE).

WITNESSETH THAT:

WHEREAS, pursuant to a previous Agreement, the COUNTY provided to the VILLAGE certain services relating to law enforcement data, investigative information, as well as dispatching services for the Police Department of the VILLAGE; and

WHEREAS, the VILLAGE continues to desire to obtain these services from the COUNTY; and

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE have reached an Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article Seven (7), Section Ten (10).

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the VILLAGE as follows, that:

1. This Agreement shall be effective for a period of time from January 1, 2023 through and including December 31, 2027.
2. The VILLAGE shall pay to the COUNTY in accordance with the following schedule.

<table>
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<tr>
<th>Contract Year</th>
<th>Monthly Installment</th>
<th>Annual Total</th>
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3. In exchange for the aforementioned sums, the COUNTY shall provide to the VILLAGE data from LEADS (Law Enforcement Agency Data System), NCIC (National Crime Information Center) and CAD (Computer Assisted Dispatch). These services shall be used in accordance with all Federal, State and Peoria County Sheriff’s Office protocols and guidelines. Services shall be provided to the VILLAGE in the same manner as previously provided to the VILLAGE.

4. The VILLAGE shall provide the following to the COUNTY within seven (7) days from the commencement of this Agreement:

   a) the full names, social security numbers, dates of birth, and home phone numbers of all VILLAGE Police Department personnel;
   b) the hours of the day and the days of the week that VILLAGE Police Department personnel will be available for calls. This schedule must be an advanced one so that copies may be made available to the communications center;
   c) the VILLAGE Police Department phone number(s);
d) the name and home phone number of the chief of the VILLAGE Police Department;

e) the name and phone number of the VILLAGE mayor; and

f) the number and call designator of all radio equipment which is set to the Peoria County Sheriff’s Office talk groups and radio frequency.

5. The VILLAGE also agrees that if any of the information as stated in paragraph four (4) above is changed, the VILLAGE will immediately notify in writing the Peoria County Sheriff's Office of the change.

6. The initial payment hereunder is due on January 1, 2023 and each monthly payment shall be due and payable on the first day of each month thereafter until the expiration of this Agreement.

7. This Agreement may be terminated by either party by giving the said other party sixty (60) days written notice of termination of this Agreement. In case said notice of termination is sent to the COUNTY from the VILLAGE, the VILLAGE shall send this notice of termination to the SHERIFF of Peoria County, 301 N Maxwell Rd, Peoria IL 61604. In case this notice of termination is sent to the VILLAGE from the COUNTY, the COUNTY shall send the notice of termination to the post office address of the VILLAGE. In the event of such termination, payment due to the COUNTY shall be prorated through the last day of service provided to the VILLAGE.

8. The VILLAGE agrees to indemnify and otherwise hold harmless the COUNTY, the SHERIFF of Peoria County, and the SHERIFF’S employees and agents against any and all claims made wholly or partially on the account of any act or omission of the VILLAGE in the use or misuse of LEADS or NCIC.

9. The foregoing constitutes the entire Agreement between the COUNTY and the VILLAGE. No verbal statement shall supersede any of its provisions. This Agreement may be amended by a mutual written agreement executed with the same formalities and in the same manner by which this Agreement was executed.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS

By: _________________________
    Administrator of Peoria County

ATTEST: _______________________
    County Clerk

VILLAGE OF GLASFORD, ILLINOIS

By: _________________________
    Mayor, Village of Glasford

ATTEST: _______________________
    Village Clerk

______________________________
Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Dispatch Services Agreement between Peoria County and Village of Glasford, 1/1/23-12/31/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office had previously entered into intergovernmental agreements with the Village of Glasford for dispatch services to that Village; and

WHEREAS, the Village of Glasford and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the Village can continue to receive the dispatch services previously provided; and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the Village of Glasford providing dispatch services from January 1, 2023 through December 31, 2027, totaling $19,020 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the Village of Glasford, pending approval by the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
LINE ITEM: Revenue 001 012 3 311 34051
Expenditure:

ISSUE:
Police Service Agreement between Peoria County and the City of West Peoria

BACKGROUND/DISCUSSION:

The Peoria County Sheriff’s Office and the City of West Peoria currently have an intergovernmental agreement for police services that expires on December 31, 2022. The Peoria County Sheriff’s Office and the City of West Peoria would like to enter into another intergovernmental agreement in order to continue these police services beyond the expiration of the current intergovernmental agreement.

The term of this new agreement is for five (5) years beginning 1/1/23 and continuing through 12/31/27. The City of West Peoria has increased their police service coverage to (24) hrs. (7) days a week. Their previous police service coverage was (20) hrs. (5) days a week and (12) hrs. (2) days a week. The total cost of the agreement is $2,697,840. The pricing was incrementally increased over the term of the contract in order to meet the values of the cost study.

COUNTY BOARD GOALS:

EFFECTIVE SERVICE DELIVERY

COLLABORATION

STAFF RECOMMENDATION:
Approval

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 10/27/22
This Agreement made on the _____ day of ________________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE CITY OF WEST PEORIA, a municipal corporation, (hereinafter referred to as the CITY).

WITNESSETH THAT:

WHEREAS, the COUNTY, the SHERIFF and the CITY previously entered into an agreement for the provision of police services to the CITY; and

WHEREAS, said agreement was subsequently amended to include bicycle patrol services; and

WHEREAS, the COUNTY, the SHERIFF and the CITY have reached an Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article Seven (7), Section Ten (10), whereby this objective may be accomplished.

WHEREAS, the parties hereto agree that this Agreement supersedes all previous agreements between them concerning the subject matter hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the CITY as follows, that:

1. This Agreement shall be in effect for a period from January 1, 2023 through and including December 31, 2027. This Agreement may be terminated by either party with sixty (60) days’ notice to the other party. If this Agreement is so terminated early, payment due to the COUNTY shall be prorated through the last day of service provided to the VILLAGE.
2. The CITY shall pay to the COUNTY monthly installments in accordance with the following schedule.

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<tr>
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<td>$49,955.00</td>
<td>$599,460.00</td>
</tr>
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</table>

Said payments shall be for patrol, related services, and equipment costs incurred by the Peoria County Sheriff's Office in the performance of this Agreement except bicycle patrol services. The CITY additionally shall pay to the COUNTY $160.00 per hour for the provision of bicycle patrol to be invoiced to the CITY separately from the amounts listed above. All payments for services rendered under this Agreement shall be due on January 1, 2023 and the first day of every month thereafter, with payments to be made within ten (10) days of receipt of billing.

3. The SHERIFF shall employ and the COUNTY shall fund a sufficient number of peace officers for the Sheriff's Office and will procure such additional equipment as is necessary for the police services to be performed under the terms of this Agreement. Bicycle patrol services shall consist of two commissioned officers equipped with full and regular bicycle patrol equipment.

4. The peace officers who are to perform the police services hereunder shall be designated by the SHERIFF and remain subject to the SHERIFF'S control and direction.
5. The SHERIFF shall, upon request by the CITY, establish an orientation program for the citizens of West Peoria, with the cooperation and assistance of the Mayor of the CITY.

6. The SHERIFF SHALL establish an orientation program for the designated peace officers concerning their duties and responsibilities under the terms of this Agreement.

7. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of the citizens of the CITY.

8. The police services to be provided by the SHERIFF to the CITY of WEST PEORIA hereunder shall consist of the following:

   a. The SHERIFF shall provide twenty-four (24) hour, seven (7) days per week police patrol within the area of the CITY, exclusive of bicycle patrol services. These patrols shall be in coordination with the normal shift hours of the Sheriff's Office, and determined by the SHERIFF in consultation with the Mayor of the City.

   b. The SHERIFF shall provide up to one hundred (100) hours of bicycle patrol. Additional hours of bicycle patrol may be provided upon written agreement of the SHERIFF and the CITY’S Mayor. The days and hours bicycle patrol is to be conducted shall be determined by the SHERIFF in consultation with the CITY’S Mayor.

   c. The patrols to which reference is made in Section 8a above shall be in addition to routine patrols performed by the regular deputies of the Sheriff's Office.

   d. During all patrols, the SHERIFF will enforce laws of the State of Illinois and the Police Ordinances of the City. The particular Police Ordinances of the City to be enforced by the SHERIFF shall be determined by the SHERIFF and Mayor.
9. The SHERIFF shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime, and disposition of all cases which occur within the CITY and such records shall be integrated with the SHERIFF’S master files.

10. The Sheriff may, from time-to-time, at his discretion, provide intensive traffic-control measures within the CITY. Such traffic control measures shall include the use of radar and related devices.

11. The Sheriff shall, at his discretion, and consistent with good police practices, provide investigative services for the CITY when such services are necessary to perform the police services to be provided hereunder.

12. The police services to be provided hereunder shall not include calls concerning animals unless such animals create a danger to public health or safety, as would be created by a rabid animal.

13. All fines and forfeitures collected on behalf of the CITY shall be distributed to the CITY in accordance with applicable statutes of the State of Illinois.

14. Discipline of the designated peace officers shall be the responsibility of the SHERIFF. The designated peace officers shall not be considered employees of the CITY and shall only be subject to direction by the SHERIFF or his designee.

15. The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS

By: __________________________
    Administrator of Peoria County

ATTEST: ______________________
    County Clerk

CITY OF WEST PEORIA, ILLINOIS

By: __________________________
    Mayor

ATTEST: ______________________
    City Clerk

__________________________
Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD
)
COUNTY OF PEORIA, ILLINOIS
)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Services Agreement between Peoria County and the City of West Peoria, 1/1/23-12/31/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office had previously entered into intergovernmental agreements with the City of West Peoria for police services to that City; and

WHEREAS, the City of West Peoria and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the City can continue to receive the police services previously provided; and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the City of West Peoria providing police services from January 1, 2023 through December 31, 2027, totaling $2,697,840 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the City of West Peoria, pending approval by the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: November 29, 2022

LINE ITEM: Revenue 001 012 3 311 34051

Expenditure:

ISSUE:
Police Service Agreement between Peoria County and the Village of Hanna City

BACKGROUND/DISCUSSION:

The Peoria County Sheriff’s Office and the Village of Hanna City currently have an intergovernmental agreement for police services of intermittent patrol that expires on December 31, 2022. The Peoria County Sheriff’s Office and the Village of Hanna City would like to enter into another intergovernmental agreement in order to continue these police services beyond the expiration of the current intergovernmental agreement.

The term of this new agreement is for five (5) years beginning 1/1/23 and continuing through 12/31/27. The total cost of the agreement is $388,200. The pricing in the agreement represents an approximate 3% increase each year.

COUNTY BOARD GOALS:

EFFECTIVE SERVICE DELIVERY

COLLABORATION

STAFF RECOMMENDATION:
Approval

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 10/19/22
This Agreement made on the _____ day of _____________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE VILLAGE OF HANNA CITY, located in the County of Peoria, State of Illinois, (hereinafter referred to as the VILLAGE).

WITNESSETH THAT:

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE previously entered into an agreement for the provision of police services to the VILLAGE; and

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE have reached an Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article Seven (7), Section Ten (10), whereby this objective may be accomplished.

WHEREAS, the parties hereto agree that this Agreement supersedes all previous agreements between them concerning the subject matter hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the VILLAGE as follows, that:

1. This Agreement shall be in effect for a period from January 1, 2023 through and including December 31, 2027. This Agreement may be terminated by either party with sixty (60) days’ notice to the other party. If this Agreement is so terminated early, payment due to the COUNTY shall be prorated through the last day of service provided to the VILLAGE.
2. The VILLAGE shall pay to the COUNTY in accordance with the following schedule.

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Said payments shall be for patrol, related services, and equipment costs incurred by the Peoria County Sheriff’s Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on January 1, 2023 and the first day of every month thereafter, with payments to be made within ten (10) days of receipt of billing.

3. The SHERIFF shall employ and the COUNTY shall fund a sufficient number of peace officers for the Sheriff’s Office and will procure such additional equipment as is necessary for the police services to be performed under the terms of this Agreement. Bicycle patrol services shall consist of two commissioned officers equipped with full and regular bicycle patrol equipment.

4. The peace officers who are to perform the police services hereunder shall be designated by the SHERIFF and remain subject to the SHERIFF’S control and direction.

5. The SHERIFF shall, upon request by the VILLAGE, establish an orientation program for the citizens of the Village, with the cooperation and assistance of the Trustees of the VILLAGE.
6. The SHERIFF SHALL establish an orientation program for the designated peace officers concerning their duties and responsibilities under the terms of this Agreement.

7. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of the citizens of the VILLAGE.

8. The police services to be provided by the SHERIFF to the VILLAGE of hereunder shall consist of the following:

   a. The SHERIFF shall provide 35 hours per week of random police patrol within the area of the VILLAGE. These patrols shall be in coordination with the normal shift hours of the Sheriff's Office, and determined by the SHERIFF in consultation with the Trustees of the VILLAGE.

   b. During all patrols, the SHERIFF will enforce laws of the State of Illinois and the Police Ordinances of the VILLAGE. The particular Police Ordinances of the VILLAGE to be enforced by the SHERIFF shall be determined by the SHERIFF and Trustees.

9. The SHERIFF shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime, and disposition of all cases which occur within the VILLAGE and such records shall be integrated with the SHERIFF'S master files.

10. 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.

11. The Sheriff shall, at his discretion, and consistent with good police practices, provide investigative services for the VILLAGE when such services are necessary to perform the police services to be provided hereunder.
12. The police services to be provided hereunder shall not include calls concerning animals unless such animals create a danger to public health or safety, as would be created by a rabid animal.

13. All fines and forfeitures collected on behalf of the VILLAGE shall be distributed to the VILLAGE in accordance with applicable statutes of the State of Illinois.

14. Discipline of the designated peace officers shall be the responsibility of the SHERIFF. The designated peace officers shall not be considered employees of the VILLAGE and shall only be subject to direction by the SHERIFF or his designee.

15. The SHERIFF agrees to have a representative from the Peoria County Sheriff’s Office present at a minimum of six (6) Village Council meetings each calendar year.

16. The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS

By: ____________________________
Administrator of Peoria County

VILLAGE OF HANNA CITY, ILLINOIS

By: ____________________________
Mayor, Village of Hanna City

ATTEST: _________________________
County Clerk

ATTEST: _________________________
Village Clerk

_______________________________
Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Services Agreement between Peoria County and Village of Hanna City, 1/1/23-12/31/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office previously entered into intergovernmental agreements with the Village of Hanna City for police services to that Village; and

WHEREAS, the Village of Hanna City and the Sheriff of Peoria County have agreed to update the intergovernmental agreement so that the Village can continue to receive the police services previously provided; and

WHEREAS, your Committee recommends that the County of Peoria enter into the attached intergovernmental agreement with the Village of Hanna City providing police services from January 1, 2023 through December 31, 2027, totaling $388,200 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the Village of Hanna City, pending approval by the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice

MEETING DATE: November 29, 2022

LINE ITEM: Revenue 001 012 3 311 34051

Expenditure:

ISSUE:
Police Service Agreement between Peoria County and the Village of Dunlap

BACKGROUND/DISCUSSION:
The Peoria County Sheriff’s Office and the Village of Dunlap currently have an intergovernmental agreement for police services of intermittent patrol that expires on December 31, 2022. The Peoria County Sheriff’s Office and the Village of Dunlap would like to enter into another intergovernmental agreement in order to continue these police services beyond the expiration of the current intergovernmental agreement.

The term of this new agreement is for five (5) years beginning 1/1/23 and continuing through 12/31/27. The total cost of the agreement is $116,580. The pricing in the agreement represents an approximate 3% increase each year.

COUNTY BOARD GOALS:

EFFECTIVE SERVICE DELIVERY

COLLABORATION

STAFF RECOMMENDATION:
Approval

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff’s Office
DATE: 11/17/22
This Agreement made on the _____ day of ____________ 2022, by and between the COUNTY OF PEORIA, Illinois, A body Politic and Corporate, (hereinafter referred to as the COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter referred to as the SHERIFF), AND THE VILLAGE OF DUNLAP, located in the County of Peoria, State of Illinois, (hereinafter referred to as the VILLAGE).

WITNESSETH THAT:

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE previously entered into an agreement for the provision of police services to the VILLAGE; and

WHEREAS, the COUNTY, the SHERIFF and the VILLAGE have reached an Agreement pursuant to the authority granted by the Illinois Constitution of 1970, Article Seven (7), Section Ten (10), whereby this objective may be accomplished.

WHEREAS, the parties hereto agree that this Agreement supersedes all previous agreements between them concerning the subject matter hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and the VILLAGE as follows, that:

1. This Agreement shall be in effect for a period from January 1, 2023 through and including December 31, 2027. This Agreement may be terminated by either party with sixty (6) days’ notice to the other party. If this Agreement is so terminated early, payment due to the COUNTY shall be prorated through the last day of service provided to the VILLAGE.
2. The VILLAGE shall pay to the COUNTY in accordance with the following schedule.

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Said payments shall be for patrol, related services, and equipment costs incurred by the Peoria County Sheriff’s Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on January 1, 2023 and the first day of every month thereafter, with payments to be made within ten (10) days of receipt of billing.

3. The SHERIFF shall employ and the COUNTY shall fund a sufficient number of peace officers for the Sheriff’s Office and will procure such additional equipment as is necessary for the police services to be performed under the terms of this Agreement. Bicycle patrol services shall consist of two commissioned officers equipped with full and regular bicycle patrol equipment.

4. The peace officers who are to perform the police services hereunder shall be designated by the SHERIFF and remain subject to the SHERIFF’S control and direction.

5. The SHERIFF shall, upon request by the VILLAGE, establish an orientation program for the citizens of the Village, with the cooperation and assistance of the Trustees of the VILLAGE.
6. The SHERIFF SHALL establish an orientation program for the designated peace officers concerning their duties and responsibilities under the terms of this Agreement.

7. The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of the citizens of the VILLAGE.

8. The police services to be provided by the SHERIFF to the VILLAGE of hereunder shall consist of the following:

   a. The SHERIFF shall provide 10.50 hours per week of intermittent police patrol within the area of the VILLAGE. These patrols shall be in coordination with the normal shift hours of the Sheriff's Office, and determined by the SHERIFF in consultation with the Trustees of the VILLAGE.

   b. During all patrols, the SHERIFF will enforce laws of the State of Illinois and the Police Ordinances of the VILLAGE. The particular Police Ordinances of the VILLAGE to be enforced by the SHERIFF shall be determined by the SHERIFF and Trustees.

9. The SHERIFF shall maintain a file and records system for processing all data relative to the incidents of arrest, reports of crime, and disposition of all cases which occur within the VILLAGE and such records shall be integrated with the SHERIFF'S master files.

10. 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.

11. The Sheriff shall, at his discretion, and consistent with good police practices, provide investigative services for the VILLAGE when such services are necessary to perform the police services to be provided hereunder.
12. The police services to be provided hereunder shall not include calls concerning animals unless such animals create a danger to public health or safety, as would be created by a rabid animal.

13. All fines and forfeitures collected on behalf of the VILLAGE shall be distributed to the VILLAGE in accordance with applicable statutes of the State of Illinois.

14. Discipline of the designated peace officers shall be the responsibility of the SHERIFF. The designated peace officers shall not be considered employees of the VILLAGE and shall only be subject to direction by the SHERIFF or his designee.

15. The VILLAGE shall make available appropriate office space, furniture and furnishings, telephone, lights, water, and any other necessary items which, as determined by the SHERIFF, are necessary to assist the peace officer in performing their duties. It is expressly further understood that such facilities to be made available by the VILLAGE may be used by the SHERIFF in connection with the performance of duties in territory outside of the area of the VILLAGE, and adjacent thereto, provided however, that the performance of such outside duties shall not be at any additional cost to the VILLAGE.

16. The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and date first above written.

COUNTY OF PEORIA, ILLINOIS  VILLAGE OF DUNLAP, ILLINOIS

By: ____________________________  By: ____________________________
    Administrator of Peoria County   President, Village of Dunlap

ATTEST: ________________________  ATTEST: ________________________
        County Clerk              Village Clerk

______________________________
Chris Watkins, Sheriff of Peoria County
TO THE HONORABLE COUNTY BOARD
)
COUNTY OF PEORIA, ILLINOIS
)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Police Services Agreement between Peoria County and the Village of Dunlap, 1/1/23-12/31/27

RESOLUTION

WHEREAS, the County of Peoria and the Peoria County Sheriff’s Office previously entered into intergovernmental agreements with the Village of Dunlap for police services to that Village; and

WHEREAS, the Village of Dunlap and the Sheriff of Peoria County have agreed to update the intergovernmental agreement with Peoria County and the Sheriff so that the Village can continue to receive the police services previously provided; and

WHEREAS, the Sheriff and your Committee recommend that the County of Peoria enter into the attached intergovernmental agreement with the Village of Dunlap providing intermittent police services from January 1, 2023 through December 31, 2027, totaling $116,580 over the term of the contract to be paid to the County; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County that the Peoria County Administrator is hereby authorized and directed to enter into the attached intergovernmental agreement with the Village of Dunlap, pending approval by the Peoria County State’s Attorney’s Office.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee