INTERGOVERNMENTAL AGREEMENT FOR POLICE SERVICES BETWEEN EMPIRE TOWNSHIP AND THE CITY OF LEROY, IL

This agreement, made and entered into this 1st day of December, 2022, by and between the **TOWNSHIP of EMPIRE**, McLean County Illinois, hereinafter referred to as the "Township" and the **City of LeRoy** Illinois, hereinafter, referred to as the "City", and the **City of LeRoy Illinois Police Department**, hereinafter referred to as the "Police".

WHEREAS, Both the Township and the City are units of local government as defined by the Illinois Constitution and as such are public agencies of the State of Illinois; and

WHEREAS, both the Township and the City are vested with the responsibility and authority to enforce and uphold the law and to protect and safeguard the people against public menace and crime, and to keep the peace and enforce traffic laws; and

WHEREAS, both the Township and the City are authorized by terms and provisions of Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act to perform jointly any governmental purpose or undertaking which either of them could do singularly; and perform jointly any governmental purpose or undertaking which either of them could do singularly; and

WHEREAS, both the Township and the City are authorized under the Municipal Code (65 ILCS 5/11-1-7) to enter into agreements between themselves to furnish Police protection, and

WHEREAS, it is mutually beneficial for the citizens of LeRoy and the citizens of Empire Township for the Police to protect the public against crime occurring in the Township, and

WHEREAS, the City is located wholly within the boundaries of the Township, and there are no other municipalities located within the Township, and

WHEREAS, the population of McLean County, in which the City and the Township are located wholly within, is less than 1,000,000 people, and

WHEREAS, the Sheriff of McLean County has provided his advice and consent to this agreement as specified by 60 ILCS 1/30-150,

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

1. The Police will provide Police protection and services within Empire Township including Police patrols, response to calls for service, investigations of criminal activity, business security checks, and traffic enforcement.

2. The Township will not monetarily compensate the City for the services set forth in this agreement, however, in lieu of compensation, the Township will remit all fines, penalties, and fees received from any source and paid as a result of the Police Services provided by the City to the Township under this agreement.

3. The City will hold the Township harmless and free of liability of any kind resulting from the acts of conduct of the Police in the performance of this agreement.

4. The City will maintain insurance issued by a company authorized to do business in the State of Illinois, providing personal injury liability, property damage, errors and omissions and professional liability coverage in such amount as deemed sufficient to protect the City from any liability which may be incurred as a result of the performance of this agreement.

5. This agreement shall be effective from the date it is signed until November 30, 2026, unless terminated by either party sooner. Either party may terminate this agreement upon thirty (30) days prior written notice to the other, upon a majority vote of the elected body of the party.

6. Nothing in this agreement shall be construed to override the immunities available to the City and the Police under the law, including but not limited to, the immunities available under the Illinois Local Government and Governmental Employees Tort Immunity Act.

7. This agreement shall not be construed as conferring any benefits on third parties, and third parties shall have no cause of action against the City or the Police based on the terms of this agreement.

In **WITNESS WHEROF**, parties hereto have executed and signed this Agreement as of the day and year first above written:

City of LeRoy

By: [redacted]

Steven Dean, Mayor

Attest

By: [redacted]

Anita Corso, City Clerk

Date: 11/14/2022

Empire Township

By: [redacted]

Linda McLaughlin, Supervisor

Attest

By: [redacted]

Jeff Lewis, Township Clerk

Date: 11/9/22

LeRoy Police Department

By: [redacted]

Jason T. Williamson, Chief of Police

McLean County IL Sheriff's Department

By: [redacted]

Matthew Lane, Sheriff

ADVICE AND CONSENT BY MCLEAN COUNTY SHERIFF

Pursuant to 60 [LCS 1/30-150 the McLean County Sheriff hereby states that he has reviewed the Intergovernmental Agreement.for Police Services between the **CITY OF LEROY** and **EMPIRE** Township for police protection in **EMPIRE** Township entered into on **December 1, 2022** and terminating on **November 30, 2026**. The McLean County Sheriff hereby consents to the **CITY OF LEROY** and **EMPIRE** Township entering into this Agreement.

However, by providing this advice and consent, the McLean County Sheriff assumes no liability or responsibility for the police protection that is being provided by the **LEROY POLICE DEPARTMENT** to **EMPIRE** Township. It is expressly understood that the police protection being provided to **EMPIRE** Township by the **LEROY POLICE DEPARTMENT** pursuant to this Intergovernmental Agreement is not within the incorporated area of another municipality having a regular police department.

This advice and consent is limited to the stated duration of said Intergovernmental Agreement for Police Services and shall be subject to withdrawal at any time if, in the sole discretion of the McLean County Sheriff, it is deemed necessary to do so.

[redacted]

Matthew Lane, McLean County Sheriff

Dated this 1st day of December 2022