

INTERGOVERNMENTAL AGREEMENT
FOR POLICE DISPATCHING, CALL TAKING AND
TELECOMMUNICATIONS SERVICES

THIS AGREEMENT (“Agreement”) is made by and between the County of Lee and the Lee County Sheriff, hereinafter collectively referred to as the “County,” and the City of Dixon, an Illinois municipal corporation, hereinafter referred to as the “City.” The Lee County Sheriff is sometimes individually referred to herein as the “Sheriff.”

W I T N E S S E T H :

WHEREAS, Article VII, Section 10(a) of the 1970 Constitution of the State of Illinois provides that units of local government may jointly contract or otherwise associate to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any powers, function or authority exercised or which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law; and

WHEREAS, the parties are entering into this Agreement pursuant to and in accordance with the aforementioned Constitutional and statutory authorities; and

WHEREAS, the City desires to enter into a contract with the County for the furnishing of police dispatching, call taking and telecommunication services within the City; and

WHEREAS, the County desires to provide the police dispatching, call taking and telecommunication services for the City; and

WHEREAS, the Sheriff has the responsibility for hiring, retention, supervision, and control of radio dispatch operators and telecommunicators; and

WHEREAS, in 2011, the City previously entered into an agreement with the County whereby radio dispatch and telecommunication services were provided to the City Police Department by the County (the “2011 Agreement”); and

WHEREAS, in 2017, the City, the County and the Sheriff entered into a new agreement for such purpose (the “2017 Agreement”); and

WHEREAS, subject to the provisions set forth in this Agreement, the City and the County wish to continue the existing arrangement, established pursuant to the 2011 Agreement

and the 2017 Agreement, whereby the Sheriff will continue to provide the same radio dispatch, call taking and telecommunication services for the City Police Department.

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein, the County and the City hereby agree as follows:

1. The initial term of this Agreement shall be deemed to commence on the date this Agreement is last executed by each of the Sheriff and the duly authorized representatives of the County and the City (the "Commencement Date") and shall terminate on April 30, ~~2028~~2026, at 11:59 P.M. (the "Initial Term"). Notwithstanding the foregoing, the Initial Term shall self-renew for an additional one year term at the ~~2027/2028~~2025/2026 Monthly Payment (as defined below) unless, not less than ninety (90) days prior to the expiration of the Initial Term, either the County or the City provides written notice to the other party of its intent to terminate.

2. For all services provided herein, the City shall make monthly payments to the County as follows:

(A) ~~\$24,580.88~~~~18,467.14~~ per month, payable on the first day of each month commencing after the Commencement Date and continuing on the first day of each and every month thereafter until and including April 1, 2023. Said monthly amount shall hereinafter be referred to as the "Base Monthly Payment."

(B) Thereafter, the sum of the Base Monthly Payment and the 2023 Increase (as hereafter defined) per month, payable on May 1, 2023, and continuing on the first day of each and every month thereafter until and including April 1, 2024. Said monthly amount shall hereinafter be referred to as the "2023/2024 Monthly Payment." The 2023 Increase shall be defined as 1/24 of the increase, if any, of the County's actual cost of salary (~~including~~~~excluding~~ fringe benefits) and health insurance for the ten (10) 911 dispatch positions existing as of the Commencement Date for the 2022 fiscal year over and above the 2021 fiscal year.

(C) Thereafter, the sum of the 2023/2024 Monthly Payment and the 2024 Increase (as hereafter defined) per month, payable on May 1, 2024, and continuing on the first day of each and every month thereafter until and including April 1, 2025. Said monthly amount shall hereinafter be referred to as the "2024/2025 Monthly Payment." The 2024 Increase shall be defined as 1/24 of the increase, if any, of the County's actual cost of salary (~~including~~~~excluding~~ fringe benefits) and health insurance for the ten (10) 911 dispatch positions existing as of the Commencement Date for the 2023 fiscal year over and above the 2022 fiscal year.

(D) Thereafter, the sum of the 2024/2025 Monthly Payment and the 2025 Increase (as hereafter defined) per month, payable on May 1, 2025, and continuing on the first day of each and every month thereafter until and including April 1, 2026. Said monthly amount shall hereinafter be referred to as the "2025/2026 Monthly Payment." The 2025 Increase shall be defined as 1/24 of the increase, if any, of the County's actual cost of salary (~~including~~~~excluding~~ fringe benefits) and health insurance for the ten (10) 911 dispatch positions existing as of the Commencement Date for the 2024 fiscal year over and above the 2023 fiscal year.

(E) Thereafter, the sum of the 2025/2026 Monthly Payment and the 2026 Increase (as hereafter defined) per month, payable on May 1, 2026, and continuing on the first day of each and every month thereafter until and including April 1, 2027. Said monthly amount shall hereinafter be referred to as the “2026/2027 Monthly Payment.” The 2026 Increase shall be defined as 1/24 of the increase, if any, of the County’s actual cost of salary (including fringe benefits) and health insurance for the ten (10) 911 dispatch positions existing as of the Commencement Date for the 2025 fiscal year over and above the 2024 fiscal year.

(F) Thereafter, the sum of the 2026/2027 Monthly Payment and the 2027 Increase (as hereafter defined) per month, payable on May 1, 2027, and continuing on the first day of each and every month thereafter until and including April 1, 2028. Said monthly amount shall hereinafter be referred to as the “2027/2028 Monthly Payment.” The 2027 Increase shall be defined as 1/24 of the increase, if any, of the County’s actual cost of salary (including fringe benefits) and health insurance for the ten (10) 911 dispatch positions existing as of the Commencement Date for the 2026 fiscal year over and above the 2025 fiscal year.

The City and the County shall reasonably cooperate in the determination of the 2023 Increase, the 2024 Increase, ~~and~~ the 2025 Increase, the 2026 Increase, and the 2027 Increase. On or around March 15 of each year, a representative of each of the City, the County and 911 dispatch shall meet to review applicable records and determinate, in good faith, the amount of each such increase, if any.

3. The County shall furnish, supply, and provide the City with police dispatching and call taking services under the following guidelines:

(A) The Sheriff shall continue to provide the City’s Police Department with radio dispatch, call taking and telecommunication services twenty-four (24) hours per day each and every day during the term of this Agreement. Said services shall include, but not be limited to:

~~(i) From 7:00 A.M. to 5:00 P.M. each Monday through Friday, the Sheriff shall have trained telecommunicators answer all telephone calls made to the Dixon Police Department who shall then transfer said calls to the Dixon Police Department, except for 911 calls and all other emergency calls, which the Sheriff shall be responsible for dispatching emergency services.~~

~~(ii) — From (a) 5:00 P.M. Friday through 7:00 A.M. Monday, and (b) 5:00 P.M. through 7:00 A.M. of each day of this Agreement, and (c) on all Dixon Police Department Holidays (as hereafter defined),~~ The Sheriff shall have trained telecommunicators answer all telephone calls made to the Dixon Police Department and shall then dispatch all Dixon Police personnel in response to said calls. The Sheriff acknowledges that during this period City shall not be required to have personnel answer phone calls transferred to the Dixon Police Department. Dixon Police Department Holidays shall mean and include New Year’s Day, Martin Luther King’s Birthday, President’s Day, Good Friday, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Da, the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year’s Day.

(ii) Services provided by the Sheriff shall include verification of warrants, license checks, monitoring traffic stops, responding to alarms, accidents, and opening and closing of electronic doors.

(iii) The services provided herein shall include, but shall not be limited to, dispatching calls for service, answering 911 calls and non-emergency calls.

(B) The County shall provide all equipment necessary to fulfill its obligations and duties under this Agreement, provided however it shall be the responsibility of the City to use equipment compatible with that used by the County.

4. All County personnel assigned to provide the police dispatching and call taking services shall be members of the Lee County Sheriff's Department and shall operate under the general supervision of the Sheriff.

5. Notwithstanding anything herein to the contrary, the County shall retain control over all matters incidental to the performance of the police dispatching, call taking and telecommunication services provided for herein, including, but not limited to, hiring of personnel, the methods of rendering such services, the level of standards of performance, the discipline of any personnel, and the general control of all assigned personnel, equipment, communication facilities, and all supplies. The County shall have the sole responsibility for hiring, termination, payment of salaries, wages, benefits, taxes and all other expenses associated with telecommunications personnel. At no time shall any officer, official, or employee of the City undertake to direct any of the assigned personnel as to matters incidental to the performance of police dispatching and call taking services.

6. The County agrees to hold the City and its officers and agents harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse City and its officers and agents for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of the County personnel working under this Agreement.

7. In addition to the payments referred to in paragraph 2 above, the City shall make available on an "as needed basis" a room in its Police and Fire Department Building for use by the Sheriff as an emergency use center. Said room shall be used in the event of an emergency or disaster.

8. The parties hereto agree to abide by the requirements of Section 504 of the Federal Rehabilitation Act and will not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.

9. In performing the services required of it under this Agreement, the Sheriff shall comply with all federal, state and county statutes, ordinances and regulations.

10. This Agreement may not be assigned by either party without the prior consent of the other.

11. If either party fails to perform any of the terms, covenants, agreements or conditions on its part to be performed under this Agreement, and the failure continues for thirty (30) days after notice of said default by the non-defaulting party, this Agreement may be terminated by the non-defaulting party at any time thereafter upon written notice. Provided, however, if any default cannot be reasonably remedied during said period and if the defaulting party has commenced to remedy the default and is diligently pursuing such remedy, then the defaulting party shall have such additional time as reasonably necessary to remedy the default before this Agreement may be terminated.

12. Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, and delivered to the person to whom the notice is to be given or by certified mail, return receipt, postage prepaid, addressed to such person. Notice to the County shall be addressed to the County at the Office of the County Administrator, Lee County Courthouse, Dixon, Illinois 61021. Notice to the City shall be addressed to the City at the Office of the City Manager, City Hall, Dixon, Illinois 61021.

13. Failure of either party to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

14. Time is of the essence of this Agreement.

15. Upon the written request of either the County or the City to the other, both parties agree to commence good faith discussions with respect to the extension of this Agreement on May 1, 2025, or as soon thereafter as their duly authorized representatives may reasonably meet for such purpose.

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

(The signatures of the parties appear on the following page).

IN WITNESS WHEREOF, the County of Lee, by Resolution duly adopted by the County Board, caused this Agreement to be signed by its Chairman and attested by its Clerk on this _____ day of _____, 2022_____.

IN WITNESS WHEREOF, the Lee County Sheriff has signed this Agreement on this _____ day of _____, 2022_____.

IN WITNESS WHEREOF, the City of Dixon, by Resolution duly adopted by the City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk on this _____ day of _____, 2022_____.

THE COUNTY OF LEE

By: _____
Chairman, Lee County Board

ATTEST:

Clerk, Lee County Board

LEE COUNTY SHERIFF

By: _____
Lee County Sheriff

CITY OF DIXON

By: _____
Mayor, City of Dixon

ATTEST:

Clerk, City of Dixon