

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF MCHENRY, THE MCHENRY COUNTY SHERIFF,
AND THE VILLAGE OF HEBRON
FOR POLICE SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 ("this Agreement"), by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter "COUNTY"), the MCHENRY COUNTY SHERIFF (hereinafter "SHERIFF"), and the VILLAGE OF Hebron, an Illinois non-home rule municipal corporation (hereinafter "VILLAGE") (collectively, "the parties").

WHEREAS, the VILLAGE is in need of police services for certain hours of certain days, and is interested in engaging the COUNTY and the SHERIFF's deputy sheriffs to perform such police services on behalf of the VILLAGE;

WHEREAS, the COUNTY and the SHERIFF agree to allow the SHERIFF's deputy sheriffs to voluntarily engage in such extra duty detail work to provide police services for the VILLAGE beyond the hours the deputy sheriffs are scheduled to work for the SHERIFF;

WHEREAS, the COUNTY, the SHERIFF, and the VILLAGE are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et al., to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1.0 TERM OF AGREEMENT

The term of this Agreement shall be from February 1, 2025 through March 31, 2025.

2.0 DUTIES OF THE COUNTY AND THE SHERIFF

The SHERIFF and COUNTY shall:

- A. . The SHERIFF agrees to post a sign-up sheet provided by the VILLAGE with a list of available volunteer shifts in the Sheriff's Office to solicit deputies to perform patrol services to the VILLAGE on a volunteer basis in accordance with the rules and policies of the Sheriff's Office. Any deputy volunteering for a shift under this agreement will be permitted to utilize the uniform, badge, equipment, and squad car belonging to the COUNTY as authorized by their commanding officer. During any such volunteer shift, the deputy shall provide normal police services. Police services include, but are not limited to, routine patrols of VILLAGE streets, enforcement of state statutes, COUNTY, and attendance upon nuisance complaints, but do not include calls concerning animals unless such animals are dangerous to the public health or safety such as a rabid animal, and the COUNTY and the SHERIFF shall contact the MCHENRY COUNTY BOARD OF HEALTH/DEPARTMENT

OF ANIMAL CONTROL to respond to and handle any such dangerous animal cases at no additional cost to the VILLAGE;

- B. Bill the VILLAGE on a monthly basis for the actual costs incurred by the COUNTY and the SHERIFF of providing police service to the VILLAGE;
- C. Establish and maintain a records system for processing data relative to the incident of arrests, reports of crime, and disposition of cases and provide information of such to VILLAGE as requested.
- D. Respond to emergency law enforcement calls for assistance by the residents of the VILLAGES, where persons or property are subject to danger or immediate harm;
- E. Provide prompt (same or next day) notification to the VILLAGE of unusual incidents/emergencies via email;
- F. Designate to the VILLAGE a contact person for receiving queries, complaints, and commendations for services performed under this Agreement;
- G. SHERIFF's deputies will attempt to make weekly visits to the VILLAGE for exchange of information/concerns/status reports with respective VILLAGE staff;
- H. Make the final and conclusive determination in the event of a dispute between the VILLAGE and the SHERIFF as to the extent of the duties and functions to be provided to the VILLAGE by the COUNTY and by the SHERIFF pursuant to this Agreement, the standards of performance, and level or manner of performance pertaining to the operation of this Agreement, provided the same are consistent with customary and good police practices;
- I. Determine the level of services to be provided to the VILLAGE in the event the SHERIFF should experience a work slow-down, work stoppage, or strike during the term of this Agreement, with monthly billing to be adjusted accordingly;
- J. Retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY;
- K. Maintain an active community-oriented policing program emphasizing in-person contact between SHERIFF's Deputies and VILLAGE residents to share information and establish policing needs;
- L. Shall cause the services of a qualified crime lab to be provided at no additional cost to the VILLAGE.
- M. The COUNTY and the SHERIFF make no guaranty to the VILLAGE that every shift posted in the Sheriff's Office for police services to be performed for and on behalf of the VILLAGE pursuant to this Agreement will be filled. The VILLAGE shall have no recourse relative to the inability of the COUNTY and/or the SHERIFF to perform the police services which are the subject of this Agreement, other than termination of this Agreement pursuant to Section 6.0 hereof, in the event that any shift goes unfilled or unauthorized.

3.0 DUTIES OF VILLAGE

- A. The VILLAGE shall provide to the SHERIFF bi-weekly, a sign-up sheet provided by the VILLAGE with a list of available volunteer shifts to solicit deputies to perform patrol services to the VILLAGE on a volunteer basis in accordance with the rules and policies of the SHERIFF.

- B. The VILLAGE shall make timely payments for the services provided by the COUNTY and the SHERIFF as set forth in Paragraph 4.0 below.

4.0 COMPENSATION

- A. The VILLAGE shall pay the COUNTY a fee of \$70 per hour per deputy.
- B. The VILLAGE will pay a fee of \$70 per hour per deputy each time a deputy responds to a call within the Village of Hebron outside of 4.A. The County will bill in increments of (15) fifteen minutes for time spent on call.

5.0 INDEMNIFICATION; INSURANCE

- A. The VILLAGE agrees to defend itself in any actions or disputes brought against the VILLAGE in connection with or as a result of this Agreement and to hold harmless and indemnify the COUNTY and the SHERIFF and its respective officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the VILLAGE, its elected and appointed officials, officers, employees, and agents.
- B. The COUNTY and the SHERIFF agree to and shall hold harmless and indemnify the VILLAGE and its elected and appointed officials, officers, employees, and agents from any losses, claims, expenses, actions or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the COUNTY and/or SHERIFF, including but not limited to any COUNTY or SHERIFF employee and/or agent while performing any of the services which are the subject of this Agreement for or on behalf of the VILLAGE. The provisions of this paragraph shall survive any termination of this Agreement.
- C. The VILLAGE and the COUNTY shall maintain for the duration of this Agreement, and any extensions thereof, at their own expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:
 - 1) Commercial General Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - 2) Business Auto Liability, to include, but not be limited to, Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee

non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and

- 3) Workers Compensation Insurance to cover all employees, including independent contractors working in a law enforcement capacity, that meets statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$100,000 for each incident.
- D. In reference to the insurance coverage maintained by the VILLAGE and the COUNTY, such policies shall not be canceled, limited in scope, or non-renewed during the duration of this agreement. Certificates of Insurance evidencing the above-required insurance shall be supplied to the other party within ten (10) days of approval of this agreement.
- E. Each party shall have the other party named as Additional Insured on its Commercial General Liability and shall include such wording in its certificate of insurance per Article 5 D. above." When naming the VILLAGE as an additional insured on any insurance policy, the language shall read as follows: "The Village of Hebron, its elected and appointed officials, officers, employees, and agents".

6.0 TERMINATION

- A. Either party may, with or without cause, terminate this Agreement upon not less than ninety (7) days written notice delivered by first class, U.S. certified mail, return receipt requested, or in person to the other parties.

7.0 NO ASSIGNMENT

Neither party shall assign this Agreement without the prior written approval of the other party.

8.0 NO SUBCONTRACTORS

Neither party shall enter into subcontracts for any services provided for in this Agreement.

9.0 GOVERNING LAW

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

10.0 NO DISCRIMINATION

No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, religion, color, sex, age, disability or national origin, or on the basis of any other protected status.

11.0 SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of this Agreement.

12.0 NO AGENCY

The parties agree that nothing contained in this Agreement is intended to or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or constituting the VILLAGE (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended to or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or constituting the COUNTY (including its officers, employees and agents) as agents, representatives of the VILLAGE, for any purpose, or in any manner, whatsoever.

13.0 INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the COUNTY, the SHERIFF, and any person(s) performing services for and/or on behalf of the SHERIFF pursuant to this Agreement, are not and shall not be considered employees of the VILLAGE but are independent contractors as to this Agreement in relationship to the Village.

14.0 NOTICES

- A. The VILLAGE agrees to promptly notify the COUNTY and the SHERIFF in writing of:
 - 1) Any decision to terminate this Agreement,
 - 2) The receipt of notice of any claim or lawsuit involving the services provided under this Agreement, and
 - 3) The receipt of any written or verbal requests for inspection and/or copying of any documents relating in any manner whatsoever to the services provided by the COUNTY, the SHERIFF, or the VILLAGE under this Agreement as well as the VILLAGE's proposed response thereto.

- B. All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the COUNTY: Peter Austin, County Administrator
County of McHenry
2200 N. Seminary Ave.
Woodstock, IL 60098

To the VILLAGE: Village of Hebron
Attn: Village President

15.0 ENTIRE AGREEMENT

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.
- B. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by all of the parties hereto.

IN WITNESS WHEREOF, the undersigned each hereby represent and warrant to the other that the undersigned each has the authority to execute this Agreement on behalf of the respective parties hereto and that this Agreement has been approved and its execution authorized by action of the respective body's corporate authorities and have hereunto set their hand(s) as written below:

VILLAGE OF HEBRON

By: _____
Village President

Date: _____

ATTEST:

Village Clerk

COUNTY OF MCHENRY

By: _____
Michael Buehler
McHenry County Board

Date: _____

ATTEST:

Joseph Tirio
McHenry County Clerk

Date: _____