

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE
DECATUR ILLINOIS POLICE DEPARTMENT AND THE MACON COUNTY
SHERIFF'S DEPARTMENT FOR DISPATCHING SERVICES.
PURSUANT TO 5 ILCS 220/1, ET SEQ.**

This Agreement is made this 16 day of March, 2015, between the Decatur Police Department (DPD) and the Macon County Sheriff's Office (MCSO), (hereinafter, collectively, "the Parties") duly authorized by law and the provisions of the Intergovernmental Cooperation Act, 5, ILCS 220/1, et seq., in consideration of the undertakings in this contract of each party to the other, enter into the following agreement:

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

WHEREAS, the Illinois Governmental Cooperation Act, 5 ILCS 220/1, et seq., further authorizes the intergovernmental cooperation; and

WHEREAS, DPD and MCSO desire to enter into an Intergovernmental Agreement whereby DPD shall provide for MCSO dispatch services described herein.

NOW, THEREFORE, in consideration of the mutual undertaking as set forth herein, DPD and MCSO hereby agree as follows:

1. **Recitals:** The foregoing recitals are hereby incorporated into this agreement.
2. **Term:** The term of this Agreement shall be effective January 1st, 2016, through December 31st, 2019; provided, however, that either party hereto may terminate this Agreement for any reason, effective three hundred sixty-five (365) days from the date of written notice of such termination without penalty or additional liability. In the event of such termination, payments provided for herein shall be made on a pro rata basis, and shall terminate on the date of termination of this agreement.
3. **Services:** DPD agrees to provide call taking, dispatching, and radio communication services to MCSO for MCSO operations under the terms and at the payment rate set forth herein. "Dispatching and radio communication services" means the monitoring of all radio traffic and alarm signals within the MCSO territory and dispatching of MCSO personnel to places where services are requested. DPD and MCSO shall operate on the existing frequencies and equipment currently owned by MCSO with radio consoles owned by DPD (currently housed in DPD's communications center) having the ability to interact with MCSO's frequency. This will be accomplished through utilization of the DPD owned SunGard-OSSI CAD system and Motorola's Starcom radio network. The SunGard-OSSI CAD system is existing infrastructure currently owned and utilized by DPD to provide dispatching and radio communications services to MCSO. The MCSO is currently operating on Motorola's Starcom radio network.

In addition DPD agrees to provide dispatching and radio communication services to additional governmental agencies. Those dispatching and radio communication services being the identical services provided to those agencies at the time of the initiation of this intergovernmental agreement. The dispatching and radio communication service to those additional governmental agencies is strictly limited to the same services received by MCSO. The dispatching and radio communication service to those additional governmental agencies does not involve the purchase of any hardware, software, equipment, infrastructure development, etc. It is strictly limited to the monitoring of all radio traffic and alarm signals within the MCSO territory and dispatching of personnel to places where services are requested.

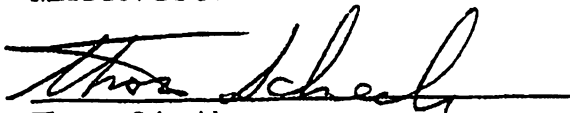
It is understood that DPD will provide dispatching and radio communication services to the additional governmental agencies with any associated cost being absorbed by DPD and MCSO within this Intergovernmental Agreement. The additional governmental agencies will not be charged for dispatching and radio communication services outside this Intergovernmental Agreement.

Those additional governmental agencies include only: Argenta Fire Department, Blue Mound Fire Department, Blue Mound Police Department, Cerro Gordo Fire Department, Cisco Fire Department, Decatur Park District Police, Harristown Fire Department, Hickory Point Fire Department, Latham Fire Department, Long Creek Fire Department, Maroa Fire Department, Maroa Police Department, Mt. Zion Fire Department, Mt. Zion Police Department, Niantic Fire Department, Oreana Police Department, South Macon Fire Department, South Wheatland Fire Department, Warrensburg Fire Department, Warrensburg Police Department, & Macon County Probation Department.

4. **Cost:** MCSO shall pay THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) annually. Payment of this fee shall be made by January 31st of each year beginning with the first payment due January 31st, 2016.
5. **Indemnity:** Each party shall indemnify, defend and hold harmless the other party, its officer, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of the negligent, reckless or intentional acts, errors or omissions of the indemnifying party, its officers, officials, employees, agents and volunteers in the performance of its obligations under this Agreement, except to the extent the injuries or damages were caused by the indemnified party. The provisions of this paragraph shall survive any expiration or termination of this Agreement.
6. **Insurance:** Each party shall be responsible for maintaining its own liability and property insurance against losses or liability related to this agreement.
7. **Administration:** No separate legal or administrative entity is created by this Agreement. The Chief of Police for the Decatur Police Department and the Sheriff of Macon County, Illinois, will jointly administer this Agreement.

8. **Immunities:** It is agreed and understood that the services to be provided pursuant to this Agreement are intended to be the same services generally available to the general public and that no additional legal obligations or duties are intended or shall be construed to have created by this Agreement. It is further understood and agreed that this Agreement is not intended nor shall be construed to alter, limit or constitute a waiver of any of the civil immunities afforded to the DPD and/or MCSO pursuant to the Local Governmental and Governmental Employees Tort Immunity Act at 745 ILCS 10/1-101 et seq., as amended; the Emergency Telephone System Act at 50 ILCS 750/0.01 et seq., as amended; the Emergency Medical Services Systems Act at 210 ILCS 50/1 et seq., as amended; and/or otherwise provided by law, it being agreed that all of the civil immunities as set forth in such Acts, as amended, and/or otherwise provided by law, shall fully apply to any and all claims asserted or which may be asserted against DPD and or MCSO and/or their respective officials, officers, employees and/or agents as a result of this Agreement or any of the actions of the parties pursuant to this Agreement. It is agreed and understood the intention of the parties hereto that no action may be commenced by any person or entity against DPD or MCSO and/or their respective officials, officers, employees, agents and/or other related persons or entities for monetary damages for any alleged breach or failure to provide services described in this Agreement.
9. **Severability:** If any section, sentence, clause or phrase of this Agreement is held to be invalid, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect the validity, constitutionality or enforceability of any other section, sentence, clause or phrase of this Agreement.
10. **Entire Agreement:** This Agreement represents the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior discussions and understandings. This agreement may be modified only by written instrument signed by both parties.

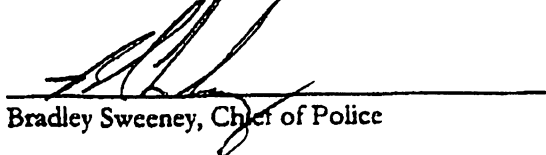
MACON COUNTY SHERIFF'S OFFICE



Thomas Schneider
Sheriff of Macon County, Illinois

Date 05/21/15

CITY OF DECATUR POLICE DEPARTMENT



Bradley Sweeney, Chief of Police

Date 5/24/15

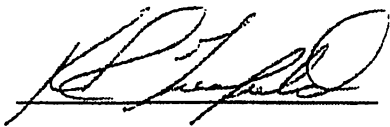
CITY OF DECATUR ILLINOIS



Date 5/29/15

Tim Gleason

City Manager

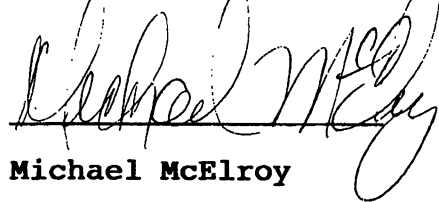


Date 5-21-15

Kevin Greenfield

Macon County Board Chairman

CITY OF DECATUR ILLINOIS

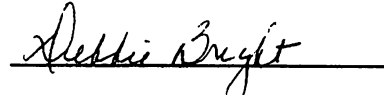


Date June 15, 2015

Michael McElroy

Mayor

Attest:



Debbie Bright

City Clerk