

INTERGOVERNMENTAL AGREEMENT TO PROVIDE
LAW ENFORCEMENT SERVICES

The purpose of this agreement is to establish cooperation and obtain an intergovernmental agreement, described below, between the Sangamon County Sheriff's Office and the Chatham Police Department, a law enforcement agency in the County of Sangamon, its officers, agents, employees and affiliates (hereinafter, the "Chatham Police Department") for the purpose of providing police protective services at Glenwood Intermediate School, Glenwood Middle School, and Ball-Chatham Elementary School (hereinafter the "Glenwood Schools"). The Glenwood Schools are located in the county of Sangamon, but outside the jurisdictional limits of the Village of Chatham.

The parties hereto desire to augment law enforcement services at the Glenwood Middle School, located at 595 Chatham Road, Chatham, Illinois, the Glenwood Intermediate School, located at 465 Chatham Road, Chatham, Illinois, and at Ball-Chatham Elementary School, located at 1015 New City Road, Chatham, Illinois, (hereinafter, "the Glenwood Schools"). It is recognized that in certain situations the use of law enforcement personnel to perform police duties outside the jurisdictional boundaries of the municipality where such personnel are employed may be desirable and necessary in order to protect the health, safety, and welfare of the public. Each of the parties hereto maintains equipment and personnel for the purpose of law enforcement within their own governmental jurisdiction. This agreement is executed to accomplish the above stated purpose upon the terms and conditions set below.

Pursuant to Article VII, Section 10 of the Illinois Constitution, and the Illinois Intergovernmental Cooperation Act, the parties hereto agree as follows:

1. The Chatham Police Department shall have authority to provide police protective services, described below, at the Glenwood Schools, referenced above.
2. The Chatham Police Department, with its duly appointed and sworn peace officers, is authorized to provide the following services:
 - a. Routine surveillance patrols in such frequency and manner as may be from time to time determined by the Chief of Police of the Village of Chatham in accordance with his best professional judgement;

- b. Emergency responses to request for assistance from the Ball Chatham Community Unit School District Number Five, School Board members, or employees (hereinafter, “the School District”). Provided, such emergency response by the Chatham Police shall not limit or restrict the authority of the Sangamon County Sheriff’s Office to provide emergency response services or to provide other law enforcement services; and
 - c. Special services as may from time to time be requested by the Superintendent of the School District, or his designee, for crowd and traffic control and general law enforcement at School District sponsored events. The Chatham Police Department, Chief of Police shall ascertain and determine, in consultation with the Sangamon County Sheriff’s Office, the nature and extent of the special services to be provided. However, nothing in this agreement is intended to limit the authority of the Sheriff’s Office to provide or manage said services.
- 3. Pursuant to this agreement, and limited to the location of the Glenwood Schools, referenced above, peace officers of the Village of Chatham may act as peace officers in Sangamon County with the same authority as peace officers thereof when said action is in response to a situation or incident which endangers persons or property, or otherwise is in violation of Illinois law.
- 4. Provided, nothing in this agreement limits, revokes, or restricts the authority of the Sangamon County Sheriff’s Office to perform law enforcement duties at the Glenwood Schools, described above. In the event the Sangamon County Sheriff, or his duly appointed and sworn deputies, elects to take law enforcement action or otherwise engages in the investigation or enforcement of the laws of the County of Sangamon or the State of Illinois, the Chatham Police Department shall act under the direction of the commanding officer of the Sangamon County Sheriff’s Office.
- 5. The Chatham Police Department agrees to assume full responsibility and liability for any damage, including but not limited to worker’s compensation claims, property damage or physical injury, caused by its officers, when the Chatham Police Department has performed any law enforcement duties, or other acts or omissions, pursuant to this agreement. The Chatham Police Department further agrees to save, hold harmless, indemnify and defend any and all claims, damages, or lawsuits in relation to any such property damage or personal injuries, or liability from a claim, lawsuit or other action at law, as a result of actions or omissions of any officer or agent of the Chatham Police Department.

6. All wages and disability payments, pension and worker's compensation claim, damages or causes of action for personal injury, damages to equipment, and medical expenses of any peace officer, or other employee, of the Village of Chatham or the Chatham Police Department, incurred while acting as a peace officer, shall be borne by and remain the responsibility of the Village of Chatham and the Chatham Police Department, regardless of whether said claim, damage or cause of action arose while said officer was acting in his own municipality, or while rendering assistance outside his municipality.

7. This Agreement shall become effective upon the signature of both parties. Either party may terminate this agreement upon written notice of the severing party.

VILLAGE OF CHATHAM, IL

BY: _____

VERNON FOLI

INTERIM CHIEF OF POLICE

DATE: _____

COUNTY OF SANGAMON, IL

BY: _____

WES BARR

SANGAMON COUNTY SHERIFF

DATE: _____