



RESOLUTION #24-0326B

A RESOLUTION AUTHORIZING A POLICE SERVICES CONTRACT AGREEMENT BETWEEN COLES COUNTY BOARD AND THE VILLAGE OF ASHMORE, ILLINOIS

WHEREAS, the Village of Ashmore, Coles County, Illinois (“Village”) has an ongoing responsibility to maximize public safety and general security to Ashmore residents and businesses; and

WHEREAS, the Village falls within the law enforcement jurisdiction of Coles County Sheriff’s Office (“CCSO”), which falls under the governance of the Coles County Board (“County”); and

WHEREAS, the Village occasionally requires assistance with ordinance enforcement and occasionally desires additional presence of law enforcement; and

WHEREAS, the Village has previously entered into a police service agreement with the County, and the most recent agreement will expire April 30, 2024;

NOW THEREFORE, be it resolved by the Board of Trustees of the Village of Ashmore that the Police Services Contract which is attached hereto as Exhibit A is hereby adopted and approved AND that the Village authorizes and directs the Village President to execute the same.

PASSED THIS 26th DAY OF March, 2024.

	AYE	NAY	ABSTAIN	ABSENT
Bill Edwards	<u>X</u>	_____	_____	_____
Thomas Grissom	<u>X</u>	_____	_____	_____
Dane Perdieu	<u>X</u>	_____	_____	_____
Terry Price	<u>X</u>	_____	_____	_____
Bryan Watson	<u>X</u>	_____	_____	_____
Cathy Welborn	<u>X</u>	_____	_____	_____

APPROVED:

ATTEST:

Kurt Crail, Mayor

Jackie Freezeland, Clerk

CONTRACT TO PROVIDE SPECIAL POLICE SERVICES
Between the Village of Ashmore and Coles County, Illinois

This contract is made this ____ day of March, 2024, by and between the Village of Ashmore, Illinois, (hereinafter referred to as the Village) and the County of Coles, (hereinafter referred to as the County).

WHEREAS, the Village of Ashmore is within the boundaries of the County of Coles, and desires to contract with the County to provide additional police services to be assigned to the Village;

WHEREAS, agreements for intergovernmental cooperation in providing law enforcement protection to the citizens of Illinois are encouraged by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act of Illinois, Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq. and;

WHEREAS, the Sheriff's Department shall continue to serve as the Village of Ashmore's law enforcement authority;

WHEREAS, the Village desires to pay the County an hourly rate to provide additional services to the Village of Ashmore not currently being provided by the Sheriff;

NOW THEREFORE THE COUNTY AND VILLAGE AGREE AS FOLLOWS:

1. The Village will pay to the County, seventy-five (\$75.00) per hour for the services listed below as needed by the Village of Ashmore up to ten (10) hours per month; under the direction of the Mayor, the Police Committee Chairperson, or the Village Clerk as authorized by either the Mayor or the Police Committee Chairperson. Additional hours beyond ten (10) hours must be authorized by the Village Board of Trustees, and will be paid to the County at a rate of one-hundred fifty (\$150.00) per hour.
 - (a) Ordinance Enforcement
 - (b) Special Patrols as requested
 - (c) Liquor Code Enforcement
2. The Contract shall be effective this 1st day of May, 2024, and will remain in effect through the 30th day of April, 2025. The contract is renewable if agreed upon by both parties.
3. Either party may terminate this agreement by providing thirty (30) days written notice.
4. Time billable to the Village will begin when the deputy enters the Village limits, and will end when the deputy exits the Village limits.
5. Any Ordinance enforcement that is a result of Village requested services under this contract, and requires court appearances by officers of the Sheriff's Department is covered under this agreement and may be billed to the Village of Ashmore.

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6. The Sheriff's Department will continue to respond to calls for police service and engage in periodic random police patrol as it currently does for the Village of Ashmore and other incorporated areas of the County, without additional cost to the Village of Ashmore.
7. If the Sheriff's Department shall issue any citation or make any arrest in the Village for a violation of a Village Ordinance, the Village shall be responsible to prosecute the same through its own Village attorneys.
8. The Village understands that emergency situations and calls will take precedence over contracted police services requested by the Village of Ashmore.
9. The County will provide proof of liability insurance in the amount of not less than \$1,000,000 per occurrence, naming the Village of Ashmore as an additional insured.
10. The County will provide proof of Worker's Compensation coverage.
11. The County will bill the Village for services rendered according to this contract by the 3rd Friday of each month, and the Village will pay the department on the 4th Tuesday of each month.
12. This agreement shall not be effective unless and until both parties (Village and County) shall approve the agreement and authorize its representative to execute the contract.

IN WITNESS WHEREOF, the authorized officers of the respective parties have hereinto set their hands and seals on the day first above written.

Chair, Coles County Board
Coles County, Illinois

Village of Ashmore
Coles County, Illinois

County Board Chairperson

Kurt Crail

Date

Date

ATTEST:

ATTEST:

Jackie Freezeland, Clerk