

Intergovernmental Agreement
City of LITCHFIELD, Illinois & Montgomery County, Illinois
For Police Radio & Telephone Services

THIS AGREEMENT, is made and entered into this ____ day of _____ in the year of 2020, by and between the County of Montgomery, Illinois and City of Litchfield, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Litchfield from 1 December 2019 to 30 November 2020.

Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Litchfield Police Department from Montgomery County Sheriff's Office as per the following weekly hours of operation:

Sunday: 0001 to 2400
Monday: 0001 to 0800 and 1600 to 2400
Tuesday: 0001 to 0800 and 1600 to 2400
Wednesday: 0001 to 0800 and 1600 to 2400
Thursday: 0001 to 0800 and 1600 to 2400
Friday: 0001 to 0800 and 1600 to 2400
Saturday: 0001 to 2400

The Litchfield police Department shall have control of their operations for radio and telephone services per the following weekly hours of operation:

Monday 0800 to 1600
Tuesday: 0800 to 1600
Wednesday: 0800 to 1600
Thursday: 0800 to 1600
Friday: 0800 to 1600

The Litchfield Police Department has the option to schedule more or less radio and telephone services with the Montgomery County Sheriff's Office if and only if both parties agree.

3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Litchfield, if any.
4. The City of Litchfield will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Litchfield residents to contact police services.
5. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$144,903.00 for the period 1 December 2019 to 30 November 2020. Said fee will be paid in twelve monthly installments of \$12,075.25. Any amount due over the \$144,903.00 annual fee shall be paid within 30 days of the final day of the contract year.

6. The County of Montgomery will provide acceptable documentation to the City of Litchfield Police Department for each communications transaction.
7. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Litchfield City Police unit and the Montgomery County Sheriff's Office.
8. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Litchfield Police Department, to the Litchfield Police Department for each communications transaction.
9. The Chief of Police of the City of Litchfield and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
10. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Litchfield, and the request of the City of Litchfield, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
11. The County of Montgomery assumes full liability for damages to equipment owned and placed in service within the Montgomery County Sheriff's Office, due to negligence of willful acts which result in the destruction of any said equipment by employees of the County of Montgomery.
12. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Litchfield Police Department shall be delivered to the Litchfield Police Department no later than on a weekly basis.
13. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
14. The term of this agreement will continue for a period of one (1) years, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein , until terminated by notice by either party as set forth above.
15. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

IN WITNESS WHEREOF, the parties thereto have subscribed their names on the day and year first above written.

ATTEST: _____
County Clerk & Recorder

COUNTY OF MONTGOMERY

BY: _____
Montgomery County Board Chairman

ATTEST: _____
Litchfield City Clerk

CITY OF LITCHFIELD:

BY: _____
City of Litchfield Mayor

Approved: _____
Litchfield Police Chief

Approved: _____
Montgomery County Sheriff