

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE WILL COUNTY SHERIFF AND THE
CITY OF JOLIET**

WHEREAS, the County of Will is unit of local government and a body corporate and politic (hereinafter sometimes referred to as "Will County") having a population of more than 600,000; and

WHEREAS, the Will County Sheriff is an elected official of Will County; and

WHEREAS, **THE CITY OF JOLIET** is a unit of local government, a municipality, body corporate and politic; and

WHEREAS, **THE CITY OF JOLIET** maintains a law enforcement agency (hereinafter sometimes referred to as "referenced originating law enforcement agency") other than the Will County Sheriff within Will County; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1, et. seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, pursuant to 55 ILCS 5/3-6019: "Sheriffs shall serve and execute, within their respective counties, and return all warrants, process, orders and judgments of every description that may be legally directed or delivered to them. A sheriff of a county with a population of less than 1,000,000 may employ civilian personnel to serve process in civil matters. If an arrest warrant upon complaint under Section 107-9 of the Code of Criminal Procedure of 1963; or a warrant of arrest due to failure to appear under Section 107-12 of the Code, originated from a law enforcement agency other than the county sheriff's office, then the county sheriff of a county with a population of more than 600,000 may require that law enforcement agency to store and maintain the warrant. That law enforcement agency is responsible for entering the warrant into the Illinois Law Enforcement Agencies Data System (LEADS) and the National Crime Information Center Database (NCIC), The county sheriff may require the originating law enforcement agency to arrange for transportation of the wanted person to the county jail. Originating agencies may contract with the county sheriff or another law enforcement agency to store, maintain, and provide transportation of the wanted person to the county jail. Any law enforcement agency or regional dispatch center may act as holder of the warrant for an originating agency that has no telecommunications equipment."

WHEREAS, the Will County Sheriff has elected to require law enforcement agencies in Will County to store and maintain warrants originating from that law enforcement agency and for originating law enforcement agencies to provide transportation of the wanted person to the county jail; and

WHEREAS, the referenced originating law enforcement agency has decided to contract with the Will County Sheriff to store and maintain warrants originating from that law enforcement agency and to provide transportation of wanted persons to the county jail and the Will County Sheriff has also agreed to contract to provide this function for the referenced originating law enforcement agency pursuant to the terms stated in this paragraph;

SECTION 1. The parties have agreed to the reasonable cost of **\$45,263.83 PER YEAR PAYABLE ON OR BEFORE MAY 1 each year** to be paid to the Will County Sheriff from the referenced originating law enforcement agency for the Will County Sheriff to store and maintain warrants originating from that law enforcement agency and to provide transportation of wanted persons to the county jail that are the responsibility of the referenced originating law enforcement agency; and

SECTION 2. The parties agree that the storing and maintaining warrants originating from that law enforcement agency and the transport of wanted persons to the county jail that are the responsibility of the referenced originating law enforcement agency shall be contracted to the Will County Sheriff at the above stated cost during the pendency of this agreement.

SECTION 3. Either party may cancel this agreement by providing written notification to the other party with ninety (90) days-notice. Furthermore, this contract terminates on November 30, 2026.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed between the Will County, the Will County Sheriff and the referenced originating law enforcement agency that the preamble to this agreement is hereby incorporated herein as if fully set forth in this provision.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized.

Will County Sheriff

Chief of Police

Date

Date