

BID FORM AND CONTRACT
CONTRACT FOR POLICE PATROL
MAY 1, 2012 TO APRIL 30, 2014

BETWEEN THE VILLAGE OF INDAIN HEAD PARK
AND THE TOWNSHIP OF LYONS FOR POLICE PATROL
BY THE INDIAN HEAD PARK POLICE DEPARTMENT

This contract is entered into by and between the Village of Indian Head Park, in the State of Illinois, a body politic and corporate, a unit of local government and hereinafter referred to as "Village" and the Township of Lyons, Cook County, Illinois, hereinafter referred to as the "Township". The undersigned parties, pursuant to 65 ILCS 5/11-1-7, agree to the following:

Section 1. Purpose

The purpose of this Contract is to provide mobile, well-equipped and trained police officers from the Indian Head Park Police Department to patrol and provide Police Protection in unincorporated areas within the Township on a contract basis, in addition to those police officers and police cars provided by the office of the Sheriff of Cook County.

Section 2. Power and Authority

- (a) The Village of Indian Head Park does hereby authorize and direct its Chief of Police or his designee to render police aid to the Township.
- (b) Village of Indian Head Park Police Officers who shall be commanded and supervised by their Chief to maintain the peace or perform duties outside the territorial limits of their Village shall be under the direction and authority of the Chief of Police of the Village of Indian Head Park or his designee.

- (c) Village Police Officers performing police duties in the unincorporated areas of the Township shall have all of the powers of the Sheriff's Police in those portions of the Township designated on the map attached hereto as Exhibit "A". Including, but not limited to, the right to suppress a riot, preserve the peace and protect the lives, rights and property of citizens and enforce the laws of the State of Illinois.

Section 3.

- (a) **Assignment of Police Officers.** The Village's Police Department will assign Village Police Officers and police cars bearing Township identification in the rear windows and/or bumpers to patrol and provide Police Protection in designated areas of the said unincorporated Township for a minimum of 3,120 man hours per year, and said Police Officers and police car shall be in addition to those Cook County Sheriff's Police Officers and police cars regularly assigned to patrol and provide Police Protection within the Township. Additionally, the Police Officers for which the Township will be charged shall be certified, trained officers (not auxiliary) and the Township will not be charged for more than one officer per police car.
- (b) **Hours of Patrol (Police Protection) for Police Officers.** Sunday through Saturday, one unit, 3:00 p.m. to 11:00 p.m. on either Friday or Saturday an additional unit, 7:00 p.m. to 11:00 p.m. (for a total of 60 hours per week). One four week rotation = 240 hours x 13 four week rotations = 3,120 hours per year.

- (c) **Territory to be Patrolled by Police Officers.** The territory to be patrolled by such police officers, are those portions of said unincorporated Township designated on a map of the Township, and said map is made a part hereof and designated as Exhibit "A".
- (d) **Equipment of Police Officers.** Each Police Officer assigned to said Township shall perform the duties normally required of a Village of Indian Head Park Police Officer and with all the normally assigned Police equipment provided by the Village Police Department.
- (e) **Supervision and Control of Police Officers.** Each Police Officer assigned to said Township shall be supervised on a daily basis by regular Village Police Department supervisory personnel on duty, and will be subject to the Police Department rules and regulations of the Village while on duty and at all times will be under exclusive direction and control of the Chief of the Village of Indian Head Park Police Department.
- (f) **Liability and Responsibility for Actions of Police Officers.** The Village of Indian Head Park acknowledges that it is civilly liable for the actions of any Village of Indian Head Park Police Officer patrolling the unincorporated areas of Lyons Township who is:
1. Working under the direct supervision and control of the Village of Indian Head Park Police Department; and/or
 2. Performing a police function while operating a vehicle assigned to him by the Village of Indian Head Park Police Department.

The Village of Indian Head Park further acknowledges that any Police Officer assigned hereunder is an employee or agent of the Village of Indian Head Park Police Department, and not of the Township or any subdivision thereof. The Village of Indian Head Park further acknowledges that the Chief of Police of the Village of Indian Head Park is hereby authorized and directed to carry out the terms and conditions contracted herein on behalf of the Village of Indian Head Park. Additionally, the Chief of Police is directed to provide a monthly report of the activities of the Police Officers while on patrol (police protection) in the Township outside of the Village of Indian Head Park.

- (g) **Indemnification of Township.** The Village of Indian Head Park will indemnify, defend and hold harmless the Township against and all claims and causes of action resulting from acts of said Police Officer(s), for which responsibility is acknowledged in subparagraph 3(f) above.
- (h) **Insurance of Police Officer(s).** The Village of Indian Head Park will provide insurance coverage for each Police Officer while that officer is working in the course of the Officer's regularly assigned duties.

Section 4.

- (a) **Compensation.** This contract will be in full force and effect from and after May 1, 2012 up to and including April 30, 2014. The Village of Indian Head Park will be reimbursed at the rate of thirty dollars and seventy-one cents (\$30.71) per hour, to compensate it for providing police services as set forth herein as well as for the use of the police vehicles, for their maintenance, for worker's compensation insurance, for liability insurance, for the provision of

gasoline and oil, as well as administrative expenses. Bid offer on this hourly rate multiplied by the minimum number of hours (\$30.71 x 3,120 hours) for providing Police Officers and police services as set forth herein as well as for the use of police vehicles, vehicle maintenance and fuel, for worker's compensation insurance, for liability insurance, and administrative expenses. The Township will pay the sum of \$ 95,515.20 on the birthday of this Contract, (2 birthdays) totaling \$ 191,630.40 for two years as additional compensation, upon the signing hereof. In the event this Contract is terminated prior to the next birthday the Village of Indian Head Park will return 1/12th of the aforesaid \$ 95,815.20 for each full month remaining of the birthday period hereof.

- (b) **Method of Reporting Police Services Provided to Lyons Township.** Every two weeks the Village Police Department will submit to the Township Supervisor a list containing the names of each Police Officer who worked during the preceding two weeks, the dates such officer worked, and the total number of hours worked by each officer. Also to be reported are the number of miles driven during that two-week period. The Officer's name, date of court appearances of fines or fines assessed for offenses committed upon highways maintained by or under the supervision of the Township of Lyons are to be listed separately from above. Upon receipt of said list, the Township Supervisor will act as to have the Township issue checks payable to the Village of Indian Head Park for the amounts due for the preceding two week period.

Section 5. Tickets. See Chapter 95.5 Section 16-105.

Section 6. Mutual Rights and Obligations

(a) Amendments to this Contract. Any term or conditions of this Contract may be deleted, altered or amended only by written instrument, duly executed by the parties hereto. However, provisions relating to the number of additional Police Officers assigned hereunder and the hours of patrol may be adjusted from time to time, as conditions required by informal agreement between duly authorized agents of the parties hereto. Such informal agreements shall be in writing, if circumstances permit. In no case shall such adjustment exceed thirty (30) days, unless it is put into the form of a formal amendment hereto.

(b) **Terms of This Contract and Cancellation Hereof.** This Contract shall be in full force and effect from and after May 1, 2012, providing an Ordinance approving the same has been passed and approved prior hereto by each party to this Contract, and will continue in effect up to and including April 30, 2014, unless terminated prior thereto upon mutual agreement to cancellation by one of the parties hereto as hereinafter provided. Each of the parties hereto may cancel this Contract upon thirty (3) days written notice to the other:

(c) **Notice of Cancellation, etc.** Any notice relating hereto, including notice of the purpose of cancellation, shall be sufficient if sent to the party to receive such notice, at the address shown on the signature page thereof, by certified mail, return receipt requested. The date of the receipt, as evidenced by a return receipt, shall be deemed the date of any such notices.

(d) **This Contract to Contain any and all Agreements Between the Parties.** It is the intention of the parties hereto that this Contract

shall embody all the terms and conditions relating to the subject hereof and agree upon between them.

TOWNSHIP OF LYONS

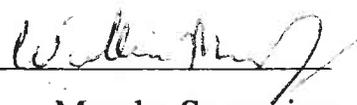
6404 Joliet Road

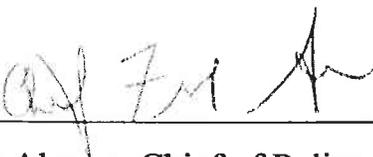
Countryside, IL 60525

VILLAGE OF INDIAN HEAD PARK

201 Acacia Drive

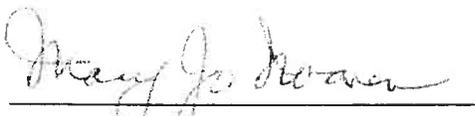
Indian Head Park, IL 60525

By: 
William Mundy, Supervisor

By: 
Frank Alonzo, Chief of Police

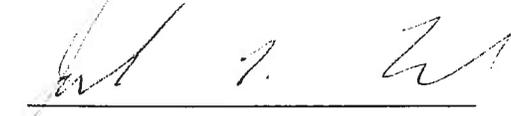
ATTEST:

TOWNSHIP OF LYONS CLERK



Mary Jo Noonan, Township Clerk

VILLAGE OF INDIAN HEAD PARK CLERK



Joseph V. Consolo, Village Clerk



INDIAN HEAD PARK POLICE DEPARTMENT

201 Acacia Drive

Indian Head Park, IL. 60525

Phone: (708) 246-4534 Fax: (708) 246-9357

www.indianheadpark-il.gov

Frank Alonzo
Chief of Police

April 3, 2012

TOWNSHIP OF LYONS

Mary Jo Noonan, Township Clerk

6404 Joliet Road

Countryside, IL 60525

Re: Bid Form and Contract for Township of Lyons Police Patrol by the Indian Head Park Police Department

Dear Clerk Noonan,

The Village of Indian Head Park, by way of the attached Bid Form and Contract, is proposing to enter into an agreement with the Township of Lyons for the purpose of providing police protection for certain unincorporated areas of the Township. The Village Board will consider the approval of an ordinance to accept this contract at our meeting scheduled for Thursday, April 12, 2012.

In addition to being subject to review and approval by our Board, the passage of such an ordinance is predicated on the acceptance by the Township of Lyons of the contents of the proposal. If you desire additional information, please contact me at (708) 246-8908.

Sincerely,

Frank J. Alonzo
Chief of Police

Attachment: Contract for Police Patrol between the Township of Lyons and the Village of Indian Head Park.

LEGAL NOTICE / PUBLIC NOTICE**ANNUAL TOWN MEETING**

NOTICE IS HEREBY GIVEN to the legal voters of the Town of Lyons in the County of Cook and State of Illinois, that the Annual Town Meeting of said Town will take place on

Tuesday, April 10, 2012
being the second Tuesday of said month
At the hour of 7:00 P.M. at

TOYOTA PARK
7000 South Harlem
Bridgeview, Illinois 60455

for the transaction of the miscellaneous business of the said town and, after a Moderator having been elected, will proceed to decide on such measures as may, in the pursuance of law, come before the meeting and especially to consider and decide the following:

AGENDA

1. Pledge of Allegiance
2. Call To Order
3. Introductions
4. Reading of Public Notice as Published and Posted
5. Entertainment of a Motion to Nominate a Moderator, Second and Voice Vote
6. Entertainment of Motion to close Nominations, Second and Voice Vote.
7. Swearing in of Moderator
8. Moderator Presiding
9. Entertainment of a Motion to approve the Minutes of the last Township Annual Town Meeting of April 12, 2011, Second and Voice Vote.
10. Entertainment of a Motion to approve the Annual Town Reports for Fiscal 2011/12 as presented in booklet form, Second and Voice Vote.
11. Call for New Business (Public Comment)
12. Entertainment of a motion to set the next Annual Town Meeting Date on The Third Tuesday in April of 2013, which is April 16, 2013 at 7:00 P.M. at the Toyota Park, Second and Voice Vote.
13. Entertainment of a Motion, Second and Voice Vote of Adjournment.

Dated March 28, 2012
Mary Jo Noonan
Clerk, Township of Lyons

March 28, 2011
Suburban Life Publications 7626 LY

**LEGAL NOTICE / PUBLIC NOTICE
NOTICE OF INVITATION FOR BIDS
FOR TWO YEAR CONTRACT FOR
SPECIAL POLICE PROTECTION
LYONS TOWNSHIP, COOK COUNTY, ILLINOIS**

NOTICE IS HEREBY GIVEN that Lyons Township, Cook County, Illinois, invites sealed bids for a two-year contract for Special Police Protection in the Unincorporated Area of Lyons Township.

NOTICE IS FURTHER GIVEN that detailed written specifications contained in a Bid Form for the contract involved may be obtained from the Office of the Township Clerk, 6404 Joliet Road, Countryside, Illinois, during normal business hours.

NOTICE IS FURTHER GIVEN, that sealed bids must be received in the Office of the Clerk, 6404 Joliet Road, Countryside, Illinois, by the hour of 2:30 P.M., April 9, 2012, and that such bids will be opened in the Office of the Clerk at the hour of 4:00 P.M., April 9, 2012.

NOTICE IS FURTHER GIVEN, that the Lyons Township Board of Trustees reserves the right to reject any or all proposals and to waive technicalities and to defer its decision on acceptance on any bid for period of not more than 30 days.

DATED this 21st day of March, 2012.

**MARY JO NOONAN
CLERK
LYONS TOWNSHIP**

March 28, 2012
Suburban Life Publications 7624 LY