Intergovernmental Agreement for
Police Jurisdiction between
DeKalb County, City of DeKalb, City of Sycamore and
Northern Illinois University

This Intergovernmental Agreement for Police Jurisdiction ("Agreement") is entered into as of the ___ day of _____, 2016, by and between the County of DeKalb ("County") the City of DeKalb ("DeKalb"), the City of Sycamore ("Sycamore"), the City of Cortland ("Cortland") and Northern Illinois University ("the University", collectively referred to as the "Parties").

WHEREAS,

The County provides police services within the corporate limits of DeKalb County, Illinois and other areas where permitted by law, and has primary law enforcement responsibility on areas within the County which are not annexed into the corporate limits of any municipality therein; and,

DeKalb provides police services within the corporate limits of the City of DeKalb and within the surrounding Police District and other areas where permitted by law, and has primary law enforcement responsibilities on areas within the corporate limits of the City of DeKalb; and,

Sycamore provides police services within the corporate limits of the City of Sycamore and within the surrounding Police District and other areas where permitted by law, and has primary law enforcement responsibilities on areas within the corporate limits of the City of Sycamore; and,

Cortland provides police services within the corporate limits of the Town of Sycamore and within the surrounding Police District and other areas where permitted by law, and has primary law enforcement responsibilities on areas within the corporate limits of the Town of Cortland; and,

The University has statewide jurisdiction, inclusive of jurisdiction within the County, DeKalb and Sycamore, and provides primary law enforcement responsibilities on areas constituting campuses of the University throughout the state, and also provides collaborative policing with the County, DeKalb and Sycamore by virtue of separate agreements or understandings between those parties; and,

The Parties recognize that there area areas where their respective jurisdiction is configured in a fashion that is inefficient or which otherwise does not promote optimal public safety, and wish to agree to revision of police jurisdiction consistent with best public safety practices;

NOW THEREFORE, be it agreed as follows:

1) **Approval of Map and Primary Enforcement Areas:** The Parties each approve of the Map attached hereto as Exhibit A ("the Map"), and the information conveyed therein. The provisions of the Map shall establish primary police enforcement responsibility on areas as color-coded therein. The Parties acknowledge that the map has been prepared to correlate to public rights of way and private property boundaries, as well as the corporate/jurisdictional boundaries of the agencies.

2) **Not a Limitation on Legal Jurisdiction:** Nothing contained within this Agreement shall serve to limit the legal jurisdiction of any of the Parties. However, notwithstanding the foregoing, the Parties agree and acknowledge that they have reallocated primary police responsibility (inclusive of routine patrol, responses to emergency calls, and other policing duties) as outlined on the map. By way of example, there are areas which are unincorporated portions of the County, which either DeKalb or Sycamore has agreed to have primary police responsibility for. Such areas remain within the County's jurisdiction, and by virtue of this Agreement, the County is extending and agreeing to provide DeKalb and/or Sycamore (as reflected on the map) with jurisdiction in such areas, to enforce laws therein. Each of the Parties remains free to engage in police services in any area where they have legal jurisdiction to do so.

3) **Mechanism of Enforcement:** Where a police agency observes a legal violation within such areas of primary police responsibility, such agency shall be authorized and shall have jurisdiction to issue a citation within such area in the name of the governmental agency of which the police agency is a component unit. The Parties acknowledge that the statutes and ordinances applicable within a given area shall be based upon the agency or agencies having jurisdiction over that area (e.g. for areas of unincorporated DeKalb County which the City of DeKalb takes primary police enforcement responsibility for, the City of DeKalb shall enforce the applicable DeKalb County ordinances, along with applicable state statutes, but shall issue citations in the name of the City of DeKalb or the State of Illinois, as appropriate).

4) **Future Amendments to Map:** The Parties acknowledge that areas of legal jurisdiction change from time to time based upon annexations or disconnections that occur, and that it is convenient to alter areas of primary police enforcement from time to time based upon the needs of each agency. Accordingly, the Parties each authorize their respective Sheriff or Chief of Police (as applicable) or their designee to approve of future amendments to the Map from time to time, without need for amendment of this Agreement or approval of the revised Map by the corporate authorities of any of the Parties, as those representatives shall agree from time to time. Each of the Parties shall keep a then-current copy of the Map and shall adhere to the same.

5) Emergency Support, Mutual Aid and Backup: Each of the Parties agrees and acknowledges that they shall, to the extent reasonably possible provide the others with emergency support, mutual aid and backup to other agencies participating in this Agreement, without regard to the areas of primary police enforcement contemplated by this Agreement. This Agreement shall not serve to limit or alter the jurisdiction of any of the Parties in providing such mutual aid or backup.

6) Further Delegation: The Parties acknowledge that where one of them has taken on primary police responsibility in a given area that is outside of its ordinary patrol jurisdiction, such agency shall not further delegate such responsibility without an amendment to the Map (e.g. where a City is taking primary police enforcement responsibility for an area in unincorporated DeKalb County, such City shall not delegate such responsibility to any other party without the amendment of the Map).

7) Not a Limit on Other Agreements: The Parties acknowledge that they employ a variety of collaborative policing agreements and understandings, and this Agreement shall not serve to limit any such other agreement.

8) Information Sharing: The Parties agree and acknowledge that they shall share data and information relating to policing services provided in areas that they are accepting primary police responsibility under this Agreement to the agency that would ordinarily have such responsibility, in a format and with a frequency that the agencies shall agree to from time to time, and in compliance with any applicable legal requirements (e.g. where a City is taking primary police enforcement responsibility for an area in unincorporated DeKalb County, such City shall provide the County with information regarding policing services rendered therein).

9) Third-Party Beneficiaries: This Agreement shall not be interpreted to provide any benefits or entitlements to any third parties, and shall not give rise to any claim of entitlement to police protection, emergency police response, provision of special or extraordinary services, or any other third party claim.

10) Indemnification, Defense and Insurance: Each of the Parties agrees that it shall indemnify and hold harmless the other of the Parties for any claims, liabilities or damages for which it is solely responsible, and also for its pro-rata share of any liability for which it is jointly responsible. With regard to any claim arising out of or relating to the performance of this Agreement, the Parties agree and acknowledge that they shall undertake a cooperative defense, but each party shall bear its own defense costs. Each of the Parties shall maintain such insurance as it shall deem appropriate to secure itself against any liabilities which may arise out of the performance of this Agreement. Each of the Parties shall be responsible for the training and actions of their respective police departments. Each of the Parties shall bear its own costs in performing under this Agreement.

11) Term: This Agreement shall have an initial term of ten years, through _____. This Agreement may be terminated by either party for convenience upon the provision of not less than ninety (90) days notice. This Agreement may be terminated by either party for cause, either: a) without notice, upon the occurrence of a violation of this Agreement which jeopardizes public safety (in their sole and absolute discretion); or, b) upon the provision of thirty (30) days written notice of breach and opportunity to cure. Upon termination of this Agreement, each of the Parties shall return any equipment of the other party back to the other party, and shall terminate the connections contemplated herein.

12) Compliance with Laws: Each of the Parties shall fully comply with any applicable laws, regulations, statutes or ordinances which govern the operation of any of their respective systems or the data contemplated to be shared herein.

13) Entire Agreement / Modification: This Agreement shall constitute the entirety of the Agreement between the Parties as to the subject matter hereof, and shall supersede any prior agreements. This Agreement shall only be modified in writing, approved by both of the Parties. Notwithstanding the foregoing, this Agreement shall be carried out pursuant to the sub-agreements, rules and regulations adopted by the Representatives of the Parties, to the extent authorized above.

Entered into and agreed as of the date set forth above.

Updated Boundaries Agreement for Traffic Related Issues:

DeKalb City Police Department will be responsible for the following:

1. First Street from Harvestore Drive, to Coltonville/Rich Road, including all intersections.
2. South 4th Street to the south side of the Railroad right-of-way.
3. South 7th Street to Fairview Drive, including the intersections.
4. Annie Glidden Road from Fairview Drive north to Bethany including all intersections.
5. Bethany Road from west of the Medical Arts Building entrance to Annie Glidden including all intersections.
6. Barber Greene Road from Sycamore Road to County Farm Road, including the intersection with County Farm Road (possible change – up to Peace but not including intersection)
7. Fairview Drive from Annie Glidden Road to Peace Road, including all intersections except Peace Road (possible inclusion of intersection with Fairview)
8. Gurler Road from the west edge of the Railroad right-of-way to South First Street but **not** including the intersection with South First Street.
9. Harvestore Drive east of South First Street to South 4th Street, including all intersections.
10. Lincoln Highway from and including the intersection of Peace Road to John Huber Parkway, including all intersections.
11. County Farm Road from Barber Greene Road **up to** Peace Road, including all intersections.
12. Normal Road from Lucinda Ave to Dresser Road, including the intersections.
13. Oakland Drive west of Sycamore Road, including the intersections.
14. Peace Road from East Lincoln Highway to Barber Greene Road, but **not** including the intersection with Barber Greene Road.
15. Pleasant Street to the east edge of the driveway of the Main Terminal at the DeKalb Taylor Municipal Airport.
16. Sycamore Road to Bethany Road, including the intersection.
17. Taylor Street to Annie Glidden Road, including the intersection.
18. South Malta Road to Devonaire Parkway, including the intersection.
19. DeKalb Nature Trail (Bike Path) from North First Street to Sycamore Road.
20. Rich Road west of First Street to White Oak Drive, including the intersection.
21. West Dresser Road from First Street to Annie Glidden, including all intersections.
22. Twombly Road west of Annie Glidden to Rosenow Way including all intersections.

DeKalb County Sheriff's Office will be responsible for the following:

1. North First Street north of the intersection of Coltonville/Rich Road.
2. South First Street south of Harvestore Drive.
3. South 4th Street south of the south side of the Railroad Crossing.
4. Annie Glidden Road north of Bethany Rd
5. Barber Greene Road east of County Farm Road, including the intersection with Peace Road.
6. Bethany Road west of Annie Glidden Rd.
7. Bethany Road east of the intersection of Parkside Drive.
8. County Farm Road from Peace Road to Pleasant Street, not including the intersection W/ Peace Rd.
9. Fairview Road west of the intersection with Annie Glidden Road.
10. Fairview Road east of and including the intersection with Peace Road.
11. Gurler Road west of Route 23 to the west side of the Railroad Crossing, including the intersection W/ Route 23.
12. Gurler Road west of and including the intersection with South First Street.
13. Peace Road south of Route 38, including all intersections.
14. Peace Road south of Bethany Road to Barber Greene Road, including the intersection with Barber Greene Road.
15. Peace Road northbound from the north edge of Sarah Drive to Frantum.
16. Pleasant Street east of the driveway to the Main Terminal at the DeKalb Taylor Municipal Airport to County Farm Road.
17. Route 23 north of North Gate Drive entrance.
18. Route 38 east of Peace Road.
19. South Malta Road west of Devonaire Parkway.
20. Coltonville Road west of Stonehenge Drive to First Street, <u>not</u> including the intersection of First Street
21. Route 64 west of Johnson Avenue.
22. Route 64 east of Airport Road.
23. Loves Rd. between Rt. 38 and Barber Green Rd including all intersections only during such times that no Cortland Officer is working. When Cortland Officer is on duty, they have primary responsibility for this area.

Sycamore City Police Department will be responsible for the following:

1. Route 23 from the intersection of North Gate Drive south to Bethany Road, **not** including the intersection of Bethany Road.
2. Route 64 from Johnson Avenue to Airport Road, including both intersections.
3. Airport Road south to the east Park Entrance, including both intersections.
4. Somonauk south to Bethany Road, including all intersections.
5. Bethany Road from Parkside Drive west to the Medical Arts Building, **not** including the intersection with Route 23.
6. Meadow Creek Drive west to the east boundary of Bethany Healthcare.
7. Coltonville Road from Route 23 to West Stonehenge, including the intersection with West Stonehenge Drive.
8. Peace Road from Bethany Road to the north edge of Sarah Drive, including both intersections.
9. Peace Road from Frantum to Luther Lowell Lane, including both intersections.
10. Brickville Road north to Maplewood Drive, **not** including the intersection with Maplewood Drive.
11. Brickville Road north of Freed Road to the north boundary of North School, **not** including the intersections.
12. Freed Road from Brickville Road to Windfield Drive, including the intersection with Windfield Drive.
13. Oakland Drive east of the intersection with Route 23 to Dosen Drive.
14. Gateway Drive east of the intersection with Route 23.
15. Wirsing Parkway from Peace Road to the west.
16. North School
17. Mount Hunger Road from Route 23 to Hopkins Lane, **not** including the intersection with Hopkins Lane.

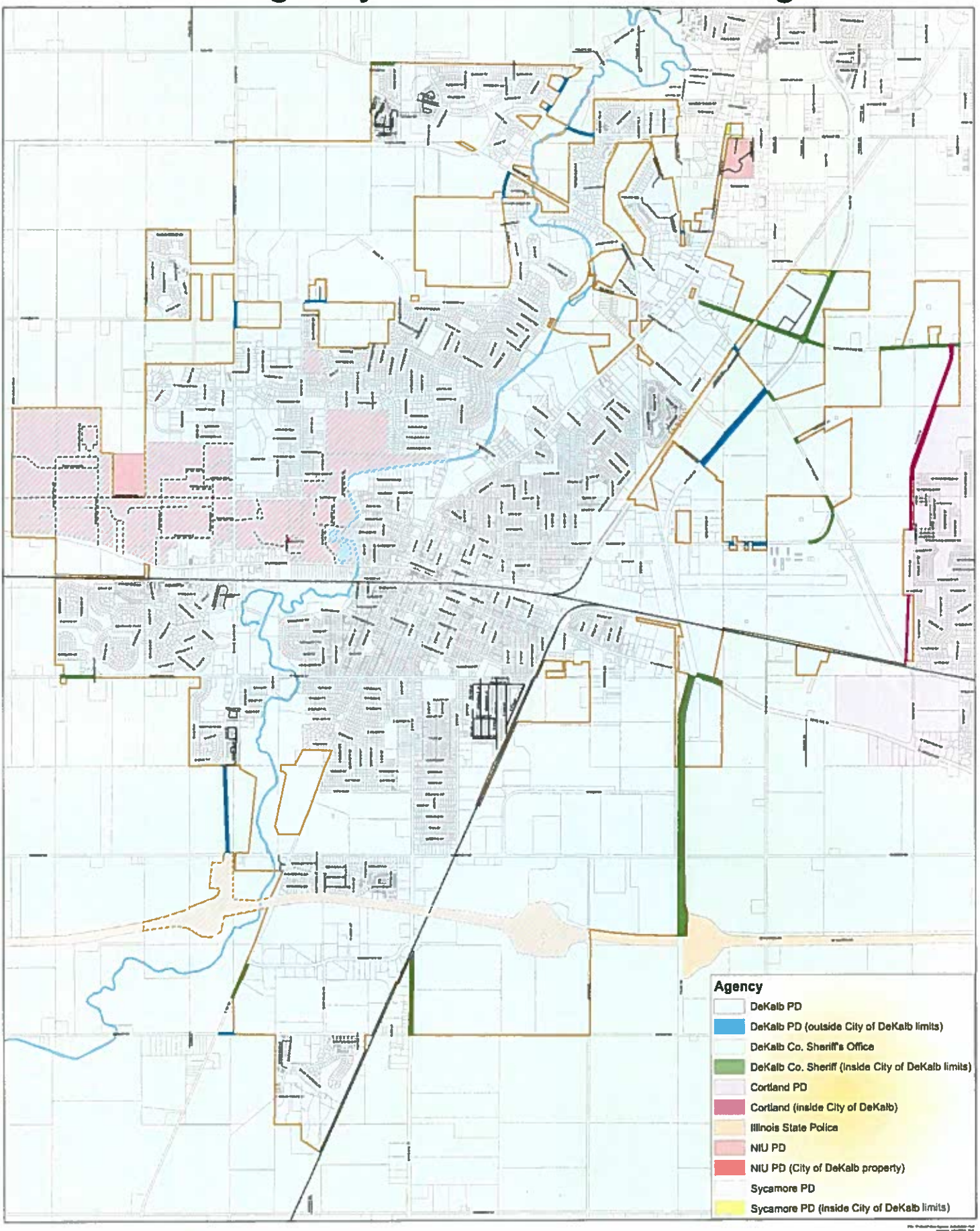
NIU Police Department will be responsible for the following:

1. Carroll Avenue south of Lucinda Avenue to the north side of Locust Street on the west side of Carroll Avenue.
2. College Avenue from the west side of the bridge.
3. College View Court, **not** including the intersection with Garden Road.
4. Lucinda Avenue west of Annie Glidden Road.
5. Their private streets within the campus area.
6. Normal Road between Lincoln Hwy and Lucinda Drive not including the intersections of Normal/Lincoln and Normal/Lucinda.

Cortland Police Department will be responsible for the following:

1. Loves Road North of Rt. 38 to Barber Green Rd including all intersections during such times that there is an on-duty Cortland Officer working. All other times, DCSO will be responsible for this street.

Police Agency Jurisdictional Coverages



City of DeKalb

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