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October 18, 2011

VIA REGULAR MAIL AND
VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

President Nandia Black
and Board of Trustees
Village of Kildeer
21911 Quentin Road
Kildeer, IL 60047

Mr. Michael Talbett, Village Administrator
Village of Kildeer
21911 Quentin Road
Kildeer, IL 60047

RE: VILLAGE OF DEER PARK POLICE SERVICES

Dear President Black, Trustees, and Mr. Talbett:

As you are already aware, the Village of Deer Park made a thorough and careful analysis of the documents provided by Kildeer in response to our Village Clerk's recent FOIA, which resulted in Deer Park's determination that Kildeer substantially and consistently failed to meet each of its expressly stated contractual obligations set forth in both Paragraphs A and B of Schedule A of the "Second Amended Intergovernmental Agreement between the Village of Kildeer and the Village of Deer Park for the Provision of Police Services" executed on or about April 7, 2008 ("the Agreement") and that Kildeer's breach of the Agreement consisted of substantially more than an occasional interruption of police services based on "staffing availability and scheduling".

As you have also previously been advised, the Village of Deer Park's analysis of the police coverage provided by Kildeer to Deer Park indicates that such coverage has been as low as 90% for assigned coverage to Deer Park for what is supposed to be 24/7 coverage (not considering the temporary redeployment of officers for police emergencies) and an average of between 9.7% and 16.4% (but as low as 3.2% in 2011) for the assigned shared coverage relative to the Rand Road Commercial Area.

The Board of Trustees of the Village of Deer Park has authorized me to formally advise you as follows:

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- (A) Notwithstanding the fact that Kildeer has been provided a 30-day opportunity by Deer Park to remedy its substantial breach of the Agreement (by letter of May 4, 2011), Kildeer has failed to provide any substantial remedy to its material breach of the Agreement.
- (B) After Deer Park's requested changes in police services and costs as requested in my May 4, 2011 letter to you, the parties have been unable to reach any agreement on the requested changes within the 90-day period as required by the Agreement. We thank President Black for her most recent proposal dated September 27, 2011, but it was likewise not acceptable to our Village Board.

Based upon all of the foregoing facts, the Board of Trustees of the Village of Deer Park has determined that it is in the best interests of the Village of Deer Park, its residents, and its businesses to exercise its contractual rights and terminate the Agreement effective on November 15, 2011.

Within the next few weeks, the Village of Deer Park intends to enter into a contract with a new police agency to provide the Village of Deer Park with police services, which new contract would be effective on or about 12:01 a.m. on November 15, 2011, and we respectfully request that the Kildeer Police Department make every reasonable effort to maintain the public safety of both Villages as the highest priority until such date and to make the transition as smooth as possible.

Our Village Administrator, our Village Attorney, and I all intend to maintain the present lines of communication with our Kildeer counterparts to facilitate this transition process.

Please contact me or our Village Attorney should you have any questions relative to any of the foregoing.

Sincerely,

Robert Kellermann
Village President,
Village of Deer Park

cc: Board of Trustees, Village of Deer Park
Jim Connors, Village Administrator, Village of Deer Park
Jim Bateman, Village Attorney, Village of Deer Park
Brian Winter, Village Attorney, Village of Kildeer