

**AGREEMENT FOR CONTRACT POLICE SERVICES  
BY AND AMONG THE VILLAGE OF BEACH PARK,  
THE COUNTY OF LAKE, AND THE LAKE COUNTY SHERIFF**

THIS AGREEMENT made and entered into by and among the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", the Lake County Sheriffs, hereinafter referred to as the "SHERIFF", the Village of Beach Park, a municipal corporation within the boundaries of the County of Lake, hereinafter collectively referred to as the "VILLAGE":

WHEREAS, the COUNTY and the VILLAGE are each authorized by the terms and provision of 5 ILCS 220/5 to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly; and

WHEREAS, the VILLAGE has determined that there presently exists a need for additional police services in the VILLAGE; and

WHEREAS, the SHERIFF is willing to provide said additional police services for a fee; and

WHEREAS, the VILLAGE is desirous of continuing to contract with the COUNTY and the SHERIFF to obtain additional police services in and for the VILLAGE.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

1. The SHERIFF and COUNTY shall:
  - A. Provide one deputy with appropriate training, uniform and equipment and one squad car to provide police services exclusively within the limits of the VILLAGE for two (2) eight and one half hour shifts (6:30 a.m. –

11:00 p.m.), per day, 365 days per year, during the term of this Agreement. Police services include routine patrols, enforcement of state statutes, COUNTY and VILLAGE ordinances, and attendance upon nuisance complaints, but do not include calls concerning animals unless such animals are dangerous to the public health or safety such as a rabid animal;

- B. Bill the VILLAGE on a monthly basis for the cost of providing police service;
- C. Establish and maintain a records system for processing data relative to the incident of arrests, reports of crime, and disposition of cases which shall be reported to the VILLAGE on a monthly basis;
- D. Respond to emergency law enforcement calls for assistance by the residents of the VILLAGE, where persons or property are subject to danger or immediate harm;
- E. Provide prompt (same or next day) notification to Village of unusual incidents/emergencies via email;
- F. Designate to the VILLAGE a contact person for receiving queries, complaints, and commendations for services performed under this Agreement;
- G. A deputy will attempt to make daily visits to the Village Office for exchange of information/concerns/status reports with respective staff;

- H. The Deputy Chief of Highway Patrol (or his designee) will attend an occasional Village Board meeting for exchange of information/concerns/status reports;
- I. Make the final and conclusive determination in the event of a dispute between the VILLAGE and the SHERIFF as to the extent of the duties and functions, the standards of performance, and level or manner of performance pertaining to the operation of this Agreement, provided the same are consistent with customary and good police practices;
- J. Determine the level of services to be provided to the VILLAGE in the event the SHERIFF should experience a work slow-down, work stoppage, or strike during the term of this Agreement, with monthly billing to be adjusted accordingly;
- K. Pay to the VILLAGE all fines and forfeitures for offenses committed within the VILLAGE and enforced by the SHERIFF during the execution of this contractual service, and the SHERIFF shall cooperate in the prosecution thereof. If applicable, all fines and forfeitures resulting from offenses within the VILLAGE that do not occur during performance of this contractual service shall be paid to the COUNTY;
- L. Retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY;
- M. The Sheriff's Office will include the Village name on the designated patrol car via magnetic lettering, as mutually agreed upon by the Village of Beach Park;

- N. Maintain an active community-oriented policing program emphasizing in-person contact between Sheriff's Deputies and village residents to share information and establish policing needs;
- O. The COUNTY and SHERIFF shall cause the services of the Northern Illinois Crime Lab to be provided at no additional cost to the VILLAGE.

2. The VILLAGE shall:

- A. Pay to the COUNTY an annual fee, in monthly installments, payable on the fifteenth (15<sup>th</sup>) of day of each month, starting with the monthly installment due on the fifteenth (15<sup>th</sup>) day of January. The total annual fee is detailed in the following table:

<b>Cost Per Year</b>		
<b>2017</b>	<b>2018</b>	<b>2019</b>
\$610,013.55	\$628,876.75	\$651,525

<b>Cost Per Month</b>		
<b>2017</b>	<b>2018</b>	<b>2019</b>
\$50,834.46	\$52,406.40	\$54,293.75

The fee shall be escalated on January 1 of each year.

- B. Notify the SHERIFF of any intent to increase the number of patrol hours and obtain the approval of the SHERIFF and COUNTY 30 days prior to the effective date of said increased service. For each additional eight and one-half (8.5) hours of increased patrol hours per day, VILLAGE shall be responsible for a one time fifty nine thousand eight hundred and twenty nine dollar (\$59,829) vehicle premium, unless, on or before

November 30, 2017, the VILLAGE gives the SHERIFF notice that it intends to increase the patrol hours. Provided the VILLAGE gives the SHERIFF notice of the increase in patrol hours on or before November 30, 2017, (minimum of 8.5 hours) and, provided the SHERIFF and the COUNTY approve said increase, the SHERIFF and the COUNTY shall waive the vehicle premium fee in its entirety. If the VILLAGE increases the service hours after December 1, 2017, (minimum of 8.5 hours) then VILLAGE shall owe the COUNTY the vehicle premium. If so, and at the discretion of the VILLAGE, the VILLAGE shall either: 1) build the vehicle premium into a new annual rate for the remainder of the contract; or 2) pay the vehicle premium up front in a non- refundable, one-time lump sum payment.

- C. Establish an orientation program for the citizens of the VILLAGE concerning the police services in coordination with the SHERIFF;
- D. Maintain a law enforcement headquarters within the VILLAGE should both parties agree that it becomes necessary, and the VILLAGE shall furnish at its own expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone (not herein provided for), lights, water, other utilities, and any other associated costs. It is expressly further understood that in the event such local office is maintained in the VILLAGE, such quarters may be used by the SHERIFF in connection with the provision of police services pursuant to this Agreement;

- E. Provide to the SHERIFF appropriate citation books and/or forms for the enforcement of VILLAGE ordinances;
  - F. Provide the SHERIFF, from time to time, with a listing of such VILLAGE ordinances which the SHERIFF shall enforce during the term of this Agreement.
3. The VILLAGE shall defend, indemnify, and hold harmless the COUNTY and the SHERIFF in any action or dispute that arises in connection with or as the result of a challenge to the validity of a VILLAGE ordinance that the SHERIFF is asked to enforce pursuant to this Agreement. The SHERIFF and the COUNTY shall indemnify and hold harmless the VILLAGES, their trustees, officers, employees and agents from and against any and all claims, demands, suits actions, and damages, excluding attorneys' fees, that arise out of actions by the COUNTY, the SHERIFF or their respective officers, agents or employees that result in a judgment being entered against the COUNTY, the SHERIFF or their respective officers, agents or employees.
4. It is understood by the Village that the Sheriff will continue two (2) eight and one-half hour shifts (6:30 a.m. – 11:00 p.m.) per day patrol on January 1, 2017.

5. The SHERIFF shall remain the sole employer of the Lake County Sheriff Deputies performing services within the VILLAGE under this Agreement. Discipline and training of Deputies serving the Village shall be the sole responsibility of the SHERIFF. The VILLAGE shall not and may not exercise control or direction of the Deputies in the performance of their duties.
6. This Agreement may be terminated by either party upon three (3) months advance written notice to the other party. In addition to the termination of services by either party, either party may request a reduction of hours in eight and one-half (8 ½) hour increments with a three (3) month advanced written notice to the other party.
7. The term of this Agreement shall be for three (3) years, commencing upon January 1, 2017, and ending December 31, 2019.

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2017.

COUNTY OF LAKE

By:

\_\_\_\_\_  
Aaron Lawlor, County Board Chair

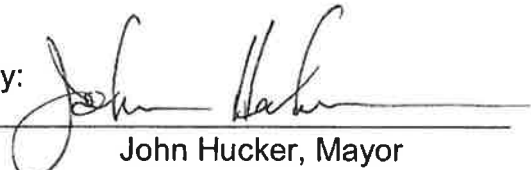
\_\_\_\_\_  
Mark Curran Jr., Sheriff

ATTEST: \_\_\_\_\_  
Carla N. Wyckoff, County Clerk

DATED THIS 3<sup>rd</sup> DAY OF OCTOBER, A.D., 2017.

VILLAGE OF BEACH PARK

By:

  
\_\_\_\_\_  
John Hucker, Mayor

ATTEST:   
\_\_\_\_\_  
Village Clerk



<b>LCSO Beach Park Patrol Contract 2017</b>		<b>Hourly Rate</b>
<b>Contract Detail - Using Highway Patrol Deputy Average Wage</b>		
<b>Hourly Rate - 1 Officer</b>		
<b>Cost Category</b>		
Salary		
Leave Time		
<b>Wages Total</b>		<b>48.7000</b>
Indirect Costs		
<b>Overhead Total</b>		<b>5.8000</b>
Vehicle Purchase		
Vehicle O & M		
Uniform Items		
<b>Vehicle &amp; Equip. Total</b>		<b>9.2800</b>
Retirement - SLEP		
Retirement - FICA		
Health Insurance		
Life Insurance		
Dental Insurance		
Unemployment Ins		
Workers Comp Ins		
<b>Retirement &amp; Ins. Total</b>		<b>27.7700</b>
Liability Insurance		
<b>Liability Total</b>		<b>1.3500</b>
CID Costs		2.2300
Dispatch (total)		0.3400
Court OT		2.8460
<b>Total Hrly Rate</b>		<b>98.3160</b>
		98.3100

**Beach Park @ 6,205 hours per year** **\$610,013.55**

**Beach Park cost per month** **\$50,834.46**

**Percent increase above 2016 rate** **4.34%**

<b>LCSO Beach Park Patrol Contract 2018</b>		<b>Hourly Rate</b>
<b>Contract Detail - Using Highway Patrol Deputy Average Wage</b>		
<b>Hourly Rate - 1 Officer</b>		
<b>Cost Category</b>		
Salary		
Leave Time		
	<b>Wages Total</b>	<b>50.5750</b>
Indirect Costs		
	<b>Overhead Total</b>	<b>6.0233</b>
Vehicle Purchase		
Vehicle O & M		
Uniform Items		
	<b>Vehicle &amp; Equip. Total</b>	<b>9.6373</b>
Retirement - SLEP		
Retirement - FICA		
Health Insurance		
Life Insurance		
Dental Insurance		
Unemployment Ins		
Workers Comp Ins		
	<b>Retirement &amp; Ins. Total</b>	<b>28.8391</b>
Liability Insurance		
	<b>Liability Total</b>	<b>0.8656</b>
CID Costs		2.2300
Dispatch (total)		0.3400
Court OT		2.8460
<b>Total Hrly Rate</b>		<b>101.3563</b>
		101.3500

<b>Beach Park @ 6,205 hours per year</b>	<b>\$628,876.75</b>
<b>Beach Park cost per month</b>	<b>\$52,406.40</b>
<b>Percent increase above 2017 rate</b>	<b>3.23%</b>

<b>LCSO Beach Park Patrol Contract 2019</b>		<b>Hourly Rate</b>
<b>Contract Detail - Using Highway Patrol Deputy Average Wage</b>		
<b>Hourly Rate - 1 Officer</b>		
<b>Cost Category</b>		
Salary		
Leave Time		
<b>Wages Total</b>		<b>52.5221</b>
Indirect Costs		
<b>Overhead Total</b>		<b>6.2552</b>
Vehicle Purchase		
Vehicle O & M		
Uniform Items		
<b>Vehicle &amp; Equip. Total</b>		<b>10.0083</b>
Retirement - SLEP		
Retirement - FICA		
Health Insurance		
Life Insurance		
Dental Insurance		
Unemployment Ins		
Workers Comp Ins		
<b>Retirement &amp; Ins. Total</b>		<b>29.9494</b>
Liability Insurance		
<b>Liability Total</b>		<b>0.8656</b>
CID Costs		2.2300
Dispatch (total)		0.3400
Court OT		2.8460
<b>Total Hrly Rate</b>		<b>105.0167</b>
		105.0000

<b>Beach Park @ 6,205 hours per year</b>	<b>\$651,525.00</b>
<b>Beach Park cost per month</b>	<b>\$54,293.75</b>
<b>Percent increase above 2018 rate</b>	<b>3.87%</b>