## INTERGOVERNMENTAL AGREEMENT FOR CONTRACTUAL POLICE SERVICES BY AND AMONG THE SPECIAL EDUCATION DISTRICT OF LAKE COUNTY, THE COUNTY OF LAKE, AND THE LAKE COUNTY SHERIFF

This Agreement made and entered into by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", the Lake County Sheriff, hereinafter referred to as the "SHERIFF" and the Special Education District of Lake County, hereinafter referred to as "SEDOL".

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

WHEREAS, SEDOL has determined that there presently exists a need for a consistent and regular police presence on SEDOL's Gages Lake campus; and

WHEREAS, the SHERIFF is willing to provide the regular and consistent police presence; and

WHEREAS, SEDOL is desirous of contracting with the COUNTY and the SHERIFF to provide a regular police presence.

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:

• Provide one deputy and one squad car to provide police services at SEDOL during each day school is in session and upon request when summer school is in session and bill SEDOL on a monthly basis for sixty-five percent of the full cost of the first year of the contract, seventy percent of the full cost the second year of the contract and seventy-five percent of the full cost for the third year for a patrol deputy salary, retirement, insurance, and vehicle with equipment. The goal of the escalating scale is to achieve the full reimbursement of the salary, vehicle with equipment, retirement and insurance for the time school is in session.

## 2. SEDOL shall:

- Pay to the COUNTY on the fifteenth (15th) day of each month:
  - o Effective January 1, 2011: \$68,088 or \$5,674 per month
  - o Effective January 1, 2012: \$76,236 or \$6,353 per month
  - o Effective January 1, 2013: \$84,936 or \$7,078 per month
- The annual fee shall be escalated beginning each calendar year at the rates listed above.
- 3. SEDOL, the COUNTY and the SHERIFF agree that each party will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses, and/or attorney fees.
- 4. SEDOL, the COUNTY and the SHERIFF agree that the Sheriff will, at all times, remain the sole employer of the Lake County Sheriff deputies who are assigned, pursuant to this Agreement, to perform services on the SEDOL campus. However, while providing this service to SEDOL, the officer will take his general direction from SEDOL administration and perform duties as prescribed in a SEDOL job description, and said job description is hereby incorporated.
- 5. This Agreement may be terminated by either party upon three (3) months advance written notice to the other party.
- 6. The term of this Agreement shall be for three (3) years, commencing upon January 1, 2011, and ending December 31, 2013.

The foregoing constitutes the entire Agreement between the parties. This contract 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., 2011.
		COUNTY OF LAKE:
		By: David Stolman County Board Chair
		By: Mark C. Curran, Jr., Sheriff
Attest: Willard Helander, County Clerk		
DATED THIS 24 <sup>M</sup>	day of _	<u>March</u> , A.D., 2011.
	SPECIAL	L EDUCATION DISTRICT OF LAKE COUNTY

Dr. William Delp, Superintendent

Attest: Down Marcinfers