

**2010
INTERGOVERNMENTAL AGREEMENT
FOR MARINE PATROL SERVICES
WITH THE
FOX WATERWAY AGENCY**

This Agreement is made and entered 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 Fox Waterway Agency, a body politic and corporate (hereinafter referred to as the "AGENCY").

WHEREAS, the AGENCY has requested that the SHERIFF'S Marine Patrol Unit continue to assist it with the patrol of the Chain O'Lakes Waterways; and

WHEREAS, the SHERIFF has determined that the Marine Patrol Unit can provide such assistance to the AGENCY; and

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

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

1. Upon execution of this contract and for the year 2010, the SHERIFF will provide the following services during the months of May, June, July, August, and September on the Chain O'Lakes Waterways:
 - a) During scheduled hours of patrol, the SHERIFF'S Marine Patrol Unit will patrol the portion of the Chain O'Lakes Waterways that falls within the territory of Lake County, Illinois. During that patrol, the Sheriff's Marine Unit will enforce the AGENCY Code of Ordinances. The Sheriff shall set the hours, time and location of the Marine Unit's patrol;
 - b) A police professional liability coverage policy in the amount of \$1,000,000. The AGENCY shall not be named as an additional insured
2. Upon execution of this contract, the AGENCY agrees to:
 - a. Provide all forms and documents necessary for the SHERIFF'S Marine Patrol Unit to enforce the AGENCY'S Ordinances;

- b. Pay to the SHERIFF an amount not to exceed \$46,504.50 in 2010, for services performed under this Agreement. In making these payments to the County, the AGENCY shall adhere to the following fee schedule:
- (a) Payment of \$15,051.50 upon the execution of this Agreement
 - (b) Payment of \$15,051.50 on or before July 30, 2010;
 - (c) Payment of \$15,051.50 on or before September 30, 2010;
- c. The AGENCY agrees to maintain for the duration of this Agreement, and any extensions thereof, a commercial general liability insurance policy in the amount of \$1,000,000. The policy shall be issued by a company or companies qualified to do business in the State of Illinois.
- d. Provide Certificates of Insurance evidencing the above-required insurance prior to the commencement of this Agreement and thereafter with the certificates evidencing renewals or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:
- Risk Manager
County of Lake
18 N. County Street
Waukegan, IL 60085
- e. The AGENCY agrees, for the duration of this Agreement, to allow the Sheriff access and obtaining fuel for patrol boats that shall be billed to the SHERIFF monthly.
3. The AGENCY 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 AGENCY ordinances contained in Section 1(a) above. For all other matters, the AGENCY, COUNTY and 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. The term of this Agreement is May 1, 2010, through September 30, 2010. This Agreement may be extended for an additional thirty (30) days by agreement of the parties in writing. Any party upon ninety (90) days advance written notice to the other parties may terminate this Agreement.
5. This Agreement may be amended by mutual consent of all parties, which shall be signed and executed with the same formality with which this instrument was executed. This foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its priorities. Further, it is the stated purpose of this Agreement that the SHERIFF is enforcing specifically enumerated AGENCY ordinances in consideration of mutually acceptable monetary payments. This Agreement should not be construed nor interpreted as furthering the duties, functions, or responsibilities of the AGENCY, the COUNTY or the SHERIFF beyond those tenets outlined in **Section 1** of this Agreement.

IN WITNESS WHEREOF, the County of Lake, by a resolution duly adopted by the Lake County Board, causes this Agreement to be signed by its Chair and Sheriff and attested to by its Clerk, and the AGENCY, by order of its Board, has caused their presence to be executed by the Presiding Officer of the Board of Directors, all on the day hereinafter written.

DATED THIS _____ day of _____, A.D., 2010

COUNTY OF LAKE:

BY: _____
Suzi Schmidt, Chair
Lake County Board

BY: _____
Mark C. Curran, Jr.
Sheriff

ATTEST: _____
Willard R. Helander
County Clerk

DATED THIS _____ day of _____, A.D., 2010

FOX WATERWAY AGENCY:

BY: _____
Wayne Blake, Chairman
Board of Directors, FWA

ATTEST: _____
Chuck Haling, Secretary
Board of Directors, FWA