

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

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", the Sheriff of Lake County, Illinois, a County Officer having those duties, powers, and functions as provided by law and county ordinance, hereinafter referred to as the "SHERIFF", and the Village of Mettawa, Illinois, a municipal corporation located within the boundaries of Lake County, Illinois, hereinafter referred to as the "VILLAGE":

WHEREAS, the COUNTY and the VILLAGE are each authorized by the terms and provisions of the Illinois Intergovernmental Cooperation Act (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 except where specifically or expressly prohibited by law; and

WHEREAS, the VILLAGE and COUNTY desire to contract for police services in and for the VILLAGE, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree that the SHERIFF shall provide police services for the VILLAGE subject to the following terms and conditions:

1. The SHERIFF and COUNTY shall:
 - A. Provide police responses to resident call-outs and requests for emergency law enforcement services and enforcement of state statutes

and VILLAGE ordinances (and support police services, including supervisors, detectives, and investigatory personnel as necessary) within the limits VILLAGE ,in accordance with commonly accepted law enforcement practices, necessary to protect the health, safety, and welfare of all persons and/or property located within the corporate limits of the VILLAGE on a twenty four (24) hours a day, seven (7) days a week basis and in accordance with Schedule A attached hereto;

- B. Bill the VILLAGE on a monthly basis for the cost of providing police service, as set forth in Section 2 of this Agreement;
- C. Establish and maintain a records system for processing data relative to the incidents of arrests, reports of crime, and disposition of cases which shall be reported to the Village on a monthly basis for the first year of the contract and, thereafter, on such periodic basis (monthly, quarterly or annually) as the Village may direct. The VILLAGE shall have the right, at its own expense, upon written notice provided to the SHERIFF to provide for an independent audit of the call records of the SHERIFF with respect to any costs or charges arising out of services provided in accordance with this Agreement. In the event of an error found during the independent audit, any shortfall shall be paid by the signatory to the Agreement benefiting by that error.

- D. If the Deputy determines that he or she will need additional assistance in order to respond to a call for assistance, efforts will be made to contact other Sheriff's Office District Police Vehicles or other law enforcement agencies as the deputy deems appropriate, per the Sheriff's Office's standard operating procedures;
- E. Designate to the VILLAGE a member of the Sheriff's command staff as the contact person for receiving queries, complaints, and commendations for services performed under this Agreement;
- F. Promptly provide written or oral notice to the Village of any serious public safety incidences outside the scope of the normal and customary activities within the Village, per the Sheriff's Department standard operating procedures;
- G. Retain ownership of any and all squad cars and equipment purchased by the SHERIFF or the COUNTY;
- H. Pay to the VILLAGE all fines and forfeitures for offenses committed within the VILLAGE when those offenses have been prosecuted by 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 or are not prosecuted by the VILLAGE shall be paid to the COUNTY;

- I. At the VILLAGE's request, and subject to a separate agreement, the SHERIFF may provide additional special detail patrol services, security for special events and other special activities within the VILLAGE at the County Board approved special duty rate.
2. The VILLAGE shall:
 - A. Upon execution of this Agreement, pay to the COUNTY a "Service Initiation Fee" in the amount of \$180,000.00;
 - B. Following the execution of this agreement and throughout the term of the agreement, pay to the COUNTY an annual service fee as set forth in Schedule B attached hereto. The annual fee shall be due and payable in monthly installments, as set forth in Schedule B.
 - C. Designate to the SHERIFF a VILLAGE official as the contact person for receiving queries, complaints, and commendations for services performed under this Agreement.
3. The SHERIFF shall remain, at all times, the sole employer of the Lake County Sheriff deputies who are assigned to perform services within the VILLAGE pursuant to this Agreement.
4. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution of this Agreement; provided that:
 - A. This Agreement may be terminated by the Village upon one hundred-eighty (180) days advance written notice to the SHERIFF;

- B. In the event that the VILLAGE does not terminate this Agreement before ten years from its execution date, the COUNTY agrees to continue to provide services in accordance with this Agreement until the cost of those services equals the amount of the Service Initiation Fee paid to the COUNTY;
- C. In the event that the VILLAGE terminates this Agreement but contracts with another police agency for comparable services (the "Comparable Police Services"), and thereafter maintains such Comparable Police Services at all times until ten years from the execution date of this Agreement, then the COUNTY agrees to refund portions of the Service Initiation Fee as follows:
- i. Provided that the VILLAGE has maintained Comparable Police Services continuously for ten and one-half (10.5) years after the execution of this Agreement, within 30 days after the conclusion of such ten and one-half year period, the COUNTY shall refund the Village \$60,000.00 of the Service Initiation Fee;
 - ii. Provided that the VILLAGE has maintained Comparable Police Services continuously for eleven (11) years after the execution of this Agreement, within 30 days after the conclusion of such eleven year period, the COUNTY shall refund the Village \$60,000.00 of the Service Initiation Fee; and

iii. Provided that the VILLAGE has maintained Comparable Police Services continuously for eleven and one-half (11.5) years after the execution of this Agreement, within 30 days after the conclusion of such eleven and one-half year period, the COUNTY shall refund the Village \$60,000.00 of the Service Initiation Fee.

5. General Provisions.

A. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to VILLAGE shall be addressed to, and delivered at, the following address:

Village of Mettawa
26225 North Riverwoods Blvd.
Box M
Mettawa, Illinois 60045
Attention: Village Administrator

With a copy to: James V. Ferolo
Klein, Thorpe and Jenkins. Ltd.
20 N. Wacker Drive-Suite 1660
Chicago, IL 60606

Notices and communications to SHERIFF shall be addressed to, and delivered at, the following address:

Lake County Sheriff
25 South M L King Avenue
Waukegan, Illinois 60085
Attention: Mark C. Curran, Jr.

With a copy to: Chief Deputy State's Attorney, Civil
18 North County Street, 5th Floor
Waukegan, Illinois 60085

B. Time is of the essence in the performance of this Agreement.

C. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

D. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws of the State of Illinois.

E. The COUNTY and the SHERIFF shall indemnify, save, and forever hold harmless VILLAGE and/or any of its officers, officials, employees, agents, and/or

representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles, and attorneys' fees and expenses, which the VILLAGE and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which VILLAGE and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damage to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) arising directly or indirectly from, in connection with, under, or as a result of this Agreement by virtue of any act or omission of any of the COUNTY 's or SHERIFF'S officers, officials, employees, agents, and/or representatives, and also by virtue of any act or omission by any COUNTY or SHERIFF police officer, official, employee, agent, and/or representative with respect to actions taken under the terms of this Agreement. The COUNTY or the SHERIFF shall, under no circumstances, indemnify the VILLAGE for: (i) the negligence or willful misconduct of the VILLAGE, its officers, officials, employees, agents or representatives; or (ii) the COUNTY or SHERIFF'S enforcement of any ordinance or regulation adopted by the VILLAGE and found to be invalid.

F. The VILLAGE shall protect, indemnify, save, and forever hold harmless the COUNTY AND SHERIFF and/or any of its officers, officials, employees, agents, and/or representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles, and attorneys' fees and expenses,

which the COUNTY or SHERIFF and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which the COUNTY OR SHERIFF and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damage to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) arising directly or indirectly from, or by virtue of: (i) any act or omission of any of the VILLAGE'S officers, officials, employees, agents, and/or representatives; (ii) any act or omission by any of the VILLAGE'S officers, officials, employees, agents, and/or representatives with respect to actions taken under the terms of this Agreement; or (iii) the COUNTY or SHERIFF'S enforcement of any VILLAGE ordinance or regulation adopted by the VILLAGE and found to be invalid. The VILLAGE shall, under no circumstances, indemnify the COUNTY or the SHERIFF for the negligence or willful misconduct of the COUNTY or the SHERIFF through its police officers, officials, employees, agents or representatives.

G. It is hereby expressed to the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against SHERIFF, COUNTY or VILLAGE.

6. The parties warrant that the person executing this Agreement on behalf of each party is duly authorized to execute the Agreement and bind each respective party to all terms and conditions hereunder.

7. This Agreement may only be amended or modified by mutual agreement, signed and executed by all parties to this Agreement with the same formality with which this instrument was executed.

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DATED THIS _____ day of _____, A.D., 2014.

COUNTY OF LAKE

By:

Aaron Lawlor, County Board Chair

ATTEST: _____
Willard Helander, County Clerk

Mark C. Curran, Jr. Sheriff

DATED THIS _____ DAY OF _____, A.D., 2014.

VILLAGE OF METTAWA

By:

Casey Urlacher, Mayor

ATTEST: _____
Kathy Metzler, Village Clerk

SCHEDULE A — Specifications For Police Services

The following police services shall be provided to VILLAGE by the SHERIFF under the terms of this Agreement:

- A. SHERIFF shall endeavor to answer emergency calls for service in VILLAGE as quickly as reasonably possible based on demand, staffing, and responsibilities of the department and other applicable circumstances and shall provide a process for the internal review of response times by the patrol supervisors on a quarterly basis.
- C. SHERIFF will file all criminal reports, traffic crash reports, and traffic stop data collection information as required by law on behalf of VILLAGE.
- D. Consistent with accepted police practices, SHERIFF shall follow all court cases, adult, traffic, and juvenile, through to an appropriate disposition and shall provide its officers as needed to act as witnesses in court proceedings held pursuant to the prosecution of such cases.
- E. Consistent with accepted police practices, SHERIFF shall provide all criminal investigations services for VILLAGE, including but not limited to the collection of physical evidence, investigation of crime, interview of witnesses, interrogation of suspects, and issuance of sworn warrants and complaints.
- F. The services provided by SHERIFF pursuant to this agreement may include extra duty services provided for special events sponsored by certain organizations or groups within VILLAGE on a fee basis as personnel may be available; provided that SHERIFF manpower allows for the extra duty and that such service fees are billed directly to the sponsoring organization or group and are not attributable to VILLAGE.

SCHEDULE B – Payment Schedule

1. The VILLAGE shall pay to the County an “Annual Service Fee” in equal monthly installments (the "Monthly Payment") during each "Billing Period" (as hereinafter defined), based on the following formulae:

$$(R)(CA) = ASF$$

and

$$ASF/12 = MP,$$

Where:

"MP" is the Monthly Payment, which the Village shall deliver to the County on the first of each month;

"R" is the Rate at which Police Services will be charged during a Billing Period, as more fully set forth in the following table:

Billing Period	Initial Rate	Adjustment Factor	Rate for Billing Period
Effective Date – April 30, 2015	\$87.12	n/a	\$87.12
May 1, 2015 – April 30, 2016	\$87.12	1.04	\$90.60
May 1, 2016 – April 30, 2017	\$90.60	1.04	\$94.23

For any Billing Period beginning May 1, 2017 and thereafter, the "Adjustment Factor" shall be determined based upon actual increases in labor, capital and other costs utilized by the COUNTY in establishing the police services rate for providing police services. The Adjustment Factor shall be consistent with the adjustment factor utilized in the approved police services agreements that the Sheriff has entered into with other Lake County municipalities following the approval of this Agreement.

"CA" is the "Call Average," as more fully discussed below; and

"ASF" is the "Annual Service Fee" applicable for any particular Billing Period.

2. The "Billing Period" is the period of time during which a particular calculation of the Annual Service Fee shall be in effect. During the term of this Agreement (the "Term"), the first Billing Period shall commence on the Effective Date of this Agreement,

and continue until April 30, 2015. Thereafter, a new Billing Period will commence May 1 of each year and conclude on April 30 of the following year.

3. The Call Average shall be the average number of Sheriff police responses and call-outs within the VILLAGE on an annual basis. The Call Average shall be determined based on the following formula:

$$CA = [(TC + ICA)/(M + 12)](12)$$

Where:

"TC" is the "Total Calls" based on the total number of Sheriff police responses and call-outs within the VILLAGE during the Term of the Agreement;

"ICA" is the Initial Call Average, being 689 calls, that is used for the first Billing Period;

"M" is the total number of months of data used for calculating the Total Calls.

The Call Average shall be calculated by April 15 of each year for the subsequent Billing Period based on the Total Calls through March 31 of the current Billing Period.

4. On or before May 15 of each new Billing Period, the County and the Village will determine the actual number of Sheriff police responses and call-outs within the VILLAGE during the immediately preceding Billing Period ("Actual Calls"). The County shall then multiply the number of Actual Calls by the Rate that applied to the same Billing Period, and the product of that calculation will be the "Final Tally." The difference between the Final Tally and the Annual Service Fee paid by the VILLAGE for the same Billing Period shall be the "True-Up Amount."

- i. if the True-Up Amount is a positive amount, then the VILLAGE shall pay to the COUNTY the True-Up Amount within thirty (30) days of receipt of a bill; and
- ii. if the True-Up Amount is a negative amount, then the COUNTY shall apply the True-Up Amount as a credit against any monthly installment (or portion thereof) due from the Village to the County in the then-current Billing Period.