

**INTERGOVERNMENTAL 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 contracting 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 AM – 11:00 PM), 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 the Sheriff;
- 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 a monthly fee of \$40,048, payable on the fifteenth (15th) day of each month. The fee shall be-escalated on January 1 of each year at a monthly rate of \$41,651 for the year 2012, and \$43,316 for the year 2013 starting with the monthly installment that is due on the fifteenth (15th) day of January;

B. Notify the SHERIFF of any intent to increase the number of patrol hours and obtain the approval of the SHERIFF and COUNTY prior to the effective date of said increased service. The VILLAGE shall be responsible for a forty-six thousand four hundred and three dollar (\$46,403) vehicle premium for each additional eight and one-half (8.5) hours of service per day when the SHERIFF must hire additional staff to provide the requested service;

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 VILLAGES, 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 COUNTY and the SHERIFF shall indemnify, defend and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees arising out of or resulting from the wrongful, reckless, willful or negligent act or omission of the COUNTY or the SHERIFF or anyone directly or indirectly employed by either of them or anyone for whose acts either of them may be liable. The VILLAGE shall indemnify, defend and hold harmless the COUNTY and the SHERIFF and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees arising out of or resulting from the wrongful, reckless, willful or negligent act or omission of the VILLAGE or anyone directly or indirectly

employed by the VILLAGE or anyone for whose acts the VILLAGE may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity or immunity which any party would otherwise have.

4. It is understood by the Village that the Sheriff will continue two (2) eight and one half hour shifts (6:30 AM – 11:00 PM) per day patrol on January 1, 2011.
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, 2011, and ending December 31, 2013.

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., 2011.

COUNTY OF LAKE

By:

David Stolman, County Board Chair

Mark Curran Jr., Sheriff

ATTEST: _____
Willard Helander, County Clerk

DATED THIS 13th DAY OF JANUARY A.D., 2011.

VILLAGE OF BEACH PARK

By:

Milton Jensen, Mayor

ATTEST: _____
Laurella Cruz
Village Clerk