

**INTERGOVERNMENTAL AGREEMENT
FOR
MARINE PATROL SERVICES
WITH THE
WILDWOOD PARK DISTRICT**

This 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 Lake County Sheriff's Department, (hereinafter referred to as the "SHERIFF") and the Wildwood Park District, (hereinafter referred to as the "PARK DISTRICT").

WHEREAS, the PARK DISTRICT has requested that the SHERIFF'S Marine Patrol Unit provide marine patrol service on the waterways of Gages Lake; and

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

WHEREAS, the COUNTY and the PARK DISTRICT 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, the SHERIFF agrees to provide the following services during the months of May, June, July, August, and September in the year 2009 on the waterways of Gages Lake:

a) During the scheduled hours of patrol, the Sheriff's Marine Patrol Unit will patrol the waterways of Gages Lake that lie within the jurisdiction of the PARK DISTRICT, weather permitting.

b) The SHERIFF or his designee will set the above patrol schedule for the Sheriff's Marine Patrol Unit based on the number of hours and the days that the PARK DISTRICT requests marine service and the availability of Marine Patrol Officers and equipment. Patrol hours will only be scheduled on weekday and weekend afternoons and evenings. The patrol schedule will be subject to change in response to weather conditions or an emergency. The Sheriff's Marine Patrol Unit will not be obligated to perform any scheduled patrol duty when the outdoor temperature is less than sixty (60) degrees Fahrenheit or during any measurable rainfall. When setting the schedule, the minimum length of time that will be scheduled in a single day will be two hours, plus a ½ hour for travel time.

c) Provide to the PARK DISTRICT a schedule of SHERIFF patrols at the beginning of each month of the boating season. The PARK DISTRICT understands that said schedule is merely tentative and may be subject to change

because of, but not limited to, other demands on the SHERIFF or inclement weather.

d) Account to the PARK DISTRICT for the hours of marine patrol service performed and bill the PARK DISTRICT for said hours of work at the end of each month.

e) Maintain a police professional liability coverage policy in the amount of \$1,000,000 which policy shall not name the PARK DISTRICT as an additional insured.

f) Understand that these hours are in addition to the regular patrol hours that the SHERIFF already provides for Gages Lake.

g) Limit the number of hours worked under this Agreement to not more than fifty (50) hours during the entire boating season of May through September.

2. The PARK DISTRICT Shall:

a) Provide to the SHERIFF the schedule of days requested for Marine Patrol service in writing prior to the start of service.

b) Pay to the COUNTY an hourly rate of \$78.00 for the service of two SHERIFF'S Marine Patrol Unit officers and one boat. The PARK DISTRICT further agrees to pay the County a boat maintenance fee of one hundred sixty dollars (\$160) for each one hundred (100) hours of service performed by the Sheriff's Marine Patrol Unit. If the Sheriff's Marine Patrol Unit performs less than one hundred (100) hours of service by October 31, 2009, the PARK DISTRICT shall still pay the Sheriff a flat fee of one hundred sixty dollars (\$160) on that date.

c) Provide a free launch site for the SHERIFF to place his vessel in the lake, and provide a free parking space for the SHERIFF'S necessary vehicles.

d) Maintain for the duration of this Agreement, and any extensions thereof, a commercial general liability insurance policy in an amount not less than \$1,000,000. The policy shall be issued by a company or companies qualified to do business in the State of Illinois.

e) Name the COUNTY and SHERIFF as an additional insured by endorsement under said policy referenced above in Section 2(d), and provide the COUNTY with thirty (30) days written notice of cancellation or material change with respect to said insurance.

- f) Provide Certificates of Insurance evidencing the above required insurance prior to the commencement of this agreement to:

Risk Manager
County of Lake
18 N. County St.
Waukegan, IL 60085

3. To the fullest extent permitted by law, except for willful and wanton acts or omissions, the PARK DISTRICT shall defend, indemnify, and hold harmless the SHERIFF, his officers, directors, trustees, employees, agents and contractors, from and against all suits, liabilities, damages, loses, claims, demands, and actions of any nature which arise out of, or are connected with any act or omission of the SHERIFF or his employees under this agreement.
4. The term of this Agreement is from the date of execution through September 30, 2009. This Agreement may be extended for an additional thirty (30) days by agreement of the parties in writing.
5. This Agreement may be amended by mutual written consent of all parties, which amendment 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. This Agreement should not be construed nor interpreted as furthering the duties, functions, or responsibilities of the PARK DISTRICT, the COUNTY or the SHERIFF beyond those tenets outlined in 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 PARK DISTRICT, 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., 2009

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., 2009

WILDWOOD PARK DISTRICT:

By: _____
Maureen Jekot, Executive Director
Wildwood Park District

ATTEST: _____
Wildwood Park District