

## AGREEMENT FOR THE PROVISION OF SECURITY SERVICES

This Agreement is between the County of Lake ("COUNTY"), a body politic and corporate, the Sheriff of Lake County, Illinois ("SHERIFF"), and the Midwestern Regional Medical Center, Inc. an Illinois corporation, operating at 2520 Elisha Avenue, Zion, Illinois, (collectively referred to as the "Parties").

### RECITALS

1. The Parties are authorized to enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, allowing for a unit of local government to contract with an individual, association, or corporation in any manner not prohibited by law.
2. The Midwestern Regional Medical Center staff have determined that there presently exists a need for ongoing security services at the Midwestern Regional Medical Center located at 2520 Elisha Avenue, Zion, Illinois; and
3. The SHERIFF, in agreement with Midwestern Regional Medical Center staff concerning the public need for security, is willing to provide security services to the Midwestern Regional Medical Center for a fee; and
4. The Midwestern Regional Medical Center desires to enter into a formal agreement with the COUNTY and the SHERIFF to obtain security services at the Midwestern Regional Medical Center, as set forth in this Agreement;

In consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree as follows:

#### **Section 1. SHERIFF shall:**

- 1.1 Furnish one deputy to provide security services exclusively at the Midwestern Regional Medical Center located at 2520 Elisha Avenue, Zion, Illinois for 8.0 hours per day from 9:00 A.M. to 5:00P.M., every Monday - Friday of the year, during the term of this Agreement except New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.
- 1.2 Security services include: The assigned deputy will conduct interior and exterior foot patrols of the hospital; parking garage, surface parking lots and campus; respond to emergency calls for service when requested, including all incidents involving weapons or the infliction of bodily harm; escort daily bank deposits conducted by security officers and assume hospital security posts if needed.
- 1.3 Bill Midwestern Regional Medical Center monthly for the cost of providing security services, as set forth in Section 2.1 of this Agreement;

- 1.4 Designate to Midwestern Regional Medical Center a contact person for receiving queries, complaints, and commendations for services performed under this Agreement;
- 1.5 Determine the level of services to be provided to Midwestern Regional Medical Center 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;
- 1.6 The SHERIFF and COUNTY shall remain the employer of the Lake County Sheriff's Deputies who are assigned, pursuant to this Agreement, to provide security services at the Midwestern Regional Medical Center.

**Section 2. Midwestern Regional Medical Center shall:**

- 2.1 Midwestern Regional Medical Center shall pay to the SHERIFF an annual fee (set forth in the table below), in monthly installments, payable on the fifteenth (15th) day of each month, starting with the monthly installment due on the fifteenth day of October, 2018.

	October 1, 2018	October 1, 2019
Annual Payment	\$146,190.60	\$151,791.54
Monthly Payment	\$12,182.55	\$12,649.30

- 2.2 Maintain a law enforcement headquarters within the Midwestern Regional Medical Center should both parties agree that it becomes necessary. Midwestern Regional Medical Center shall furnish, at its own expense all necessary office space, furniture and furnishings, office supplies, janitorial 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 at Midwestern Regional Medical Center, such quarters may be used by the SHERIFF in connection with the provision of security services pursuant to this Agreement.
- 2.3 Agree to negotiate any increases in the provision of security services it may deem necessary.

**Section 3. Insurance:**

- 3.1 **Commercial Law Enforcement Liability Insurance.** Commercial Law Enforcement Liability Insurance, on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage and personal injury (including death).
- 3.2 **Certificate of Insurance; Updates.** The COUNTY and SHERIFF shall provide the Midwestern Regional Medical Center with a copy of a Certificate(s) of Insurance evidencing proof of obtaining and/or maintaining the Commercial Law Enforcement Liability Insurance described in Section 3.1 above, within fourteen (14) days of all parties signing of this Agreement. Following execution of this Agreement the COUNTY and SHERIFF shall provide Certificate(s) evidencing renewal or replacement. The Certificate(s) of Insurance and notice of all renewals or updates shall be provided to:

Midwestern Regional Medical Center  
Attn: Craig Butkovic  
2520 Elisha Avenue  
Zion, Illinois 60099

**Section 4. Indemnification: A**

- 4.1 Each Party will be responsible for defending their own respective entity in any action or dispute that arises in connection with or because of this Agreement. Each Party will be responsible for their own costs, damages, losses, expenses, and/or attorney fees.

**Section 5. Miscellaneous Provisions:**

- 5.1 **Term.** The term of this Agreement shall be for two years, beginning October 1, 2018, and ending September 30, 2020.
- 5.2 **Termination of Agreement.** This Agreement may be terminated with or without cause by either party upon sixty (60) days advance written notice to the other party.
- 5.3 **Authority.** 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. This Agreement is only intended for the benefit of the Parties which are signatories hereto, and only those Parties shall have the right to enforce this Agreement. This Agreement shall not create any third-party beneficiaries.
- 5.4 **Entire Understanding.** The foregoing constitutes the entire Agreement between the parties. Any other agreements, understandings, representations, and/or promises between the parties hereto concerning the same subject matter, whether written,

oral, or otherwise, are hereby canceled and superseded by this Agreement upon its approval and acceptance by the parties, and this Agreement encompasses the full and complete understanding of the parties with respect to the subject matter contained herein.

5.5 **Amendments.** This Agreement may be amended only by written instrument executed by the Parties.

5.6 **Notices.** Any notices, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the person identified below in person or through email, or within five business days after mailing if mailed by certified mail, postage prepaid, return receipt requested addressed as follow:

If to the Lake County Sheriff:

Lake County Sheriff's Office  
Attn: Contract/Project Manager  
25 N. Martin Luther King Jr. Avenue  
Waukegan, IL 60085  
Email: jchamernik@lakecountyil.gov

If to the Midwestern Regional Medical Center:

Midwestern Regional Medical Center  
Attn: Craig Butkovic  
2520 Elisha Avenue  
Zion, Illinois 60099  
Email: Craig.Butkovic@ctca-hope.com

5.7 **Severability.** If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect in the absence of the invalid provision, provided that the invalidation of such provision does not materially impact the purpose for which this Agreement was entered.

5.8 **Choice of Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois and the Parties agree that any litigation stemming from this Agreement shall be brought in the 19th Judicial Circuit of Lake County, Illinois.

5.9 **Counterparts.** The Parties may sign this Agreement in several counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

**AGREED:**

**County of Lake**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Acting Chair, County Board

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Carla N. Wyckoff, County Clerk

**Sheriff of Lake County**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark C. Curran, Jr., Sheriff

**Cancer Treatment Center of America, Inc.**

By:  \_\_\_\_\_ Date: 8-24-2018  
Scott Jones, CEO, Midwestern Regional Medical Center

## Lulinski, Carol

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**From:** Pendleton, Julie  
**Sent:** Friday, August 24, 2018 11:08 AM  
**To:** Lulinski, Carol  
**Subject:** FW: LCS Contract - Lake County Sheriff NEEDED TODAY

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**From:** Leene, Gillian  
**Sent:** Monday, August 20, 2018 1:33 PM  
**To:** Minshall, Angie  
**Cc:** Pendleton, Julie  
**Subject:** RE: LCS Contract - Lake County Sheriff NEEDED TODAY

Apologies for the delay, as I was OOO on Friday. Please feel free to move forward with this.

Thanks,  
Gillian



Comprehensive Cancer Care Network

### Gillian R. Leene

Legal / Corporate Counsel

Cancer Treatment Centers of America Global, Inc.

5900 Broken Sound Parkway NW, Boca Raton, FL 33487

O: (561)923-3287 C: (703)835-6596

E: [gillian.leene@ctca-hope.com](mailto:gillian.leene@ctca-hope.com) W: [cancercenter.com](http://cancercenter.com)

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**From:** Minshall, Angie  
**Sent:** Friday, August 17, 2018 12:57 PM  
**To:** Leene, Gillian <[Gillian.Leene@ctca-hope.com](mailto:Gillian.Leene@ctca-hope.com)>  
**Cc:** Pendleton, Julie <[julie.pendleton@ctca-hope.com](mailto:julie.pendleton@ctca-hope.com)>  
**Subject:** FW: LCS Contract - Lake County Sheriff NEEDED TODAY

Hi Gillian:

Do you have any further changes on this one? They need it today. Thanks.

**Angie Minshall**

Legal Department / Senior Paralegal and Program Manager  
Cancer Treatment Centers of America  
2610 Sheridan Rd., Zion, IL 60099  
O: (847) 342-7497 F: (847) 342-4016  
E: [angie.minshall@ctca-hope.com](mailto:angie.minshall@ctca-hope.com) W: [cancercenter.com](http://cancercenter.com)

Hospitals in Atlanta, Chicago, Philadelphia, Phoenix and Tulsa  
Mexico Physician Network-Mexico City

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**From:** Minshall, Angie  
**Sent:** Tuesday, August 14, 2018 3:46 PM  
**To:** Leene, Gillian <[Gillian.Leene@ctca-hope.com](mailto:Gillian.Leene@ctca-hope.com)>  
**Subject:** RE: LCS Contract - Lake County Sheriff

Hi Gillian:  
Any further changes needed to this one?

**Angie Minshall**

Legal Department / Senior Paralegal and Program Manager  
Cancer Treatment Centers of America  
2610 Sheridan Rd., Zion, IL 60099  
O: (847) 342-7497 F: (847) 342-4016  
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**From:** Ryan, Jacqueline  
**Sent:** Monday, August 13, 2018 11:50 AM  
**To:** Minshall, Angie <[Angie.Minshall@ctca-hope.com](mailto:Angie.Minshall@ctca-hope.com)>  
**Subject:** FW: LCS Contract  
**Importance:** High

Hi Angie.  
OK to move forward.  
Thank you.



Comprehensive Cancer Care Network

**Jacqueline Ryan**

Procurement Supply Management / Advisor, Contracts and Sourcing  
Cancer Treatment Centers of America® Global, Inc.  
5900 Broken Sound Parkway NW, Boca Raton, FL 33487  
O: (561) 923-3268

E: [jacqueline.ryan@ctca-hope.com](mailto:jacqueline.ryan@ctca-hope.com) W: [cancercenter.com](http://cancercenter.com)  
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**From:** CTCA Contract Management  
**Sent:** Monday, August 13, 2018 12:34 PM  
**To:** Ryan, Jacqueline <[Jacqueline.Ryan@ctca-hope.com](mailto:Jacqueline.Ryan@ctca-hope.com)>  
**Subject:** FW: LCS Contract  
**Importance:** High

Hi Jackie,

Angie passed this on for PSM approval. – Deadline by August 20<sup>th</sup>. I will add to the tracker.

Thank you.  
Teresa



Comprehensive Cancer Care Network

**Teresa Galli**

Procurement Supply Management / Specialist, Operations & Analytics  
Cancer Treatment Centers of America Global, Inc.  
5900 Broken Sound Parkway NW, Boca Raton, FL 33487  
O: (623)207-3628 C: (712)251-6423 F: (623)207-3440

E: [teresa.galli@ctca-hope.com](mailto:teresa.galli@ctca-hope.com) W: [cancercenter.com](http://cancercenter.com)

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**From:** Minshall, Angie  
**Sent:** Monday, August 13, 2018 9:03 AM  
**To:** CTCA Contract Management <[ContractMGMT@ctca-hope.com](mailto:ContractMGMT@ctca-hope.com)>  
**Subject:** FW: LCS Contract

Please let me know when OK to proceed with legal review. Thanks.





**Angie Minshall**

Legal Department / Senior Paralegal and Program Manager  
Cancer Treatment Centers of America  
2610 Sheridan Rd., Zion, IL 60099  
O: (847) 342-7497 F: (847) 342-4016  
E: [angie.minshall@ctca-hope.com](mailto:angie.minshall@ctca-hope.com) W: [cancercenter.com](http://cancercenter.com)

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**From:** Pendleton, Julie  
**Sent:** Friday, August 10, 2018 12:22 PM  
**To:** Minshall, Angie <[Angie.Minshall@ctca-hope.com](mailto:Angie.Minshall@ctca-hope.com)>  
**Subject:** LCS Contract

Angie – this is a renewal contract for the Lake County Sheriff patrol – this is a new contract though – we have negotiated all we need in this and now just need legal approval –  
We need this approval before 8/20 so we can institute by September or risk lapse is service.

Please let me know what you may require.

Thank you

**From:** Chamernik, James <[JChamernik@lakecountyil.gov](mailto:JChamernik@lakecountyil.gov)>  
**Sent:** Tuesday, August 07, 2018 4:07 PM  
**To:** Butkovic, Craig <[Craig.Butkovic@ctca-hope.com](mailto:Craig.Butkovic@ctca-hope.com)>  
**Cc:** Hare, David <[DHare@lakecountyil.gov](mailto:DHare@lakecountyil.gov)>; Kurek, Scot W. <[SKurek@lakecountyil.gov](mailto:SKurek@lakecountyil.gov)>; Keller, Michael J. <[MKeller@lakecountyil.gov](mailto:MKeller@lakecountyil.gov)>; WuckiRossbach, Dawn <[DWuckiRossbach@lakecountyil.gov](mailto:DWuckiRossbach@lakecountyil.gov)>  
**Subject:** Contract

Hello Craig,

Attached are a clean and marked up copy of the contract. In order to get this on our county board agenda for September 11<sup>th</sup> approval, I will need a signed copy back to me no later than noon on August 20<sup>th</sup> in order to meet the deadlines for placing an item on the agenda.

If that is too tight of a timeframe, we will have to wait until the October county board.



James M. Chamernik  
Contract/Project Manager  
Lake County Sheriff's Office  
25 S. Martin Luther King Jr. Ave.  
Waukegan, IL 60085  
Direct: 847.377.4221  
[jchamernik@lakecountyil.gov](mailto:jchamernik@lakecountyil.gov)  
[www.lakecountyil.gov/sheriff](http://www.lakecountyil.gov/sheriff)

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