

**EMERGENCY LIMITED AND TEMPORARY SUPPLEMENTAL  
INTERGOVERNMENTAL AGREEMENT  
FOR CONTRACTUAL POLICE SERVICES BY AND AMONG THE SPECIAL  
EDUCATION DISTRICT OF LAKE COUNTY,  
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 Sheriff's Office, hereinafter referred to as the "SHERIFF" and the Special Education District of Lake County, hereinafter referred to as "SEDOL".

**WHEREAS**, the COUNTY, SEDOL and the SHERIFF are authorized by the terms and provisions of 5 ILCS 220/5 to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

**WHEREAS**, SEDOL has determined that there presently exists an emergency need for an additional and temporary part time police officer presence exclusively at SEDOL's Gages Lake campus while school is in session from September 16, 2019 through October 15, 2019 to supplement the full-time School Resource Officer (SRO) currently contracted with the Lake County Sheriff's Office; and

**WHEREAS**, the SHERIFF is willing to provide the additional emergency police/SRO presence on a temporary basis; and

**WHEREAS**, SEDOL is desirous of contracting with the COUNTY and the SHERIFF to provide an additional emergency police/SRO presence.

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:
  - Provide one deputy who currently is either a certified SRO or juvenile officer and one squad car for police/SRO services at the Gages Lake Campus during each day school is in session from September 16, 2019 to October 15, 2019. The SHERIFF will bill SEDOL \$99.50 per hour for the duration of this temporary and limited contract.
  
2. SEDOL shall:
  - Pay to the SHERIFF'S OFFICE the hourly costs billed for the months of September 2019 and October 2019 within thirty (30) days of receipt.

3. SEDOL, the COUNTY and the SHERIFF agree as follows:
- SEDOL agrees to indemnify, save harmless and defend the COUNTY, the SHERIFF, and their servants and employees, from any and all lawsuits, claims, demands, liabilities, losses and expenses, including, court costs and attorney's fees, for or on account of any negligent act or omission of SEDOL that results in injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with SEDOL's acts or omissions connected with this Contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the negligent acts or omissions of the parties indemnified hereunder. Nothing in this Paragraph shall limit SEDOL from asserting an immunity defense against any third-party claim.
  - The COUNTY and the SHERIFF agree to indemnify, save harmless and defend the SEDOL and its servants and employees, from any and all lawsuits, claims, demands, liabilities, losses and expenses, including, court costs and attorney's fees, for or on account of any negligent act or omission of the COUNTY and the SHERIFF that result in injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the COUNTY'S or SHERIFF's acts or omissions connected with this Contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the negligent acts or omissions of the parties indemnified hereunder. Nothing in this Paragraph shall limit any of the indemnitors herein from asserting an immunity defense against any third-party claim.
4. SEDOL, the COUNTY and the SHERIFF shall carry the following insurance during the term of this Agreement.
- Commercial General Liability Insurance on an occurrence basis with minimum amounts of at least \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
  - Business Auto Insurance ("BAI") in the minimum amount of at least \$1,000,000 per accident. The BAI shall cover liability arising out of any auto (including owned, hired and non-owned).
  - Excess or Umbrella Liability Insurance in the minimum amount of at least \$5,000,000 per occurrence and in the aggregate. The Excess or Umbrella Insurance shall follow the form of the under lying policies.

- Worker's Compensation Insurance in the minimum amounts required by statute and Employer's Liability Insurance in the minimum amount of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.

With the sole exception of Worker's Compensation Insurance, each party hereunder shall name the other parties' indemnitees as additional insureds on all of the insurance required hereunder. Further, within seven (7) days of each party's execution of this Agreement, each party shall provide the other parties with a certificate of insurance evidencing it is in compliance with the insurance requirements of this paragraph.

5. SEDOL, the COUNTY and the SHERIFF agree that the SHERIFF will, at all times, remain the sole employer of the Lake County Sheriff deputies who are assigned, pursuant to this Agreement, to perform services on the SEDOL campus.
6. This Agreement may be terminated or extended by the SHERIFF or SEDOL upon five (5) days advance written notice to the other party.
7. The term of this Agreement shall be for thirty (30) days, commencing upon September 16, 2019, and ending October 15, 2019.
8. The deputy assigned to SEDOL as an SRO/juvenile officer shall be selected by the SHERIFF without review and consultation by SEDOL. Since time is of the essence to fill this emergency position, the Sheriff will make every endeavor to have a certified (SRO) work as many hours of this temporary contract as possible with the remaining hours staffed by a juvenile officer.

The foregoing constitutes the entire Agreement among 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 12th day of September, A.D., 2019.

LAKE COUNTY SHERIFF:

By: John D. Idleburg  
John D. Idleburg, Sheriff

SPECIAL EDUCATION DISTRICT OF LAKE COUNTY

By: Valerie M. Donnan  
Valerie M. Donnan, Superintendent

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019

By:

\_\_\_\_\_  
Sandra Hart, Chairman

ATTEST: \_\_\_\_\_  
Robin O'Connor, County Clerk

*John B. [unclear]*