



Lake County Sheriff's Office

Mark C. Curran Jr, Sheriff

Raymond J. Rose, Undersheriff

POLICE SERVICES AGREEMENT

The Police Services Agreement (the "Agreement") is entered into on August 14 of 2017, between the Lake County Sheriff's Office, Lake County, Illinois (the "County") and Beach Park School District #3, 11315 W. Wadsworth Rd., Beach Park, Lake County, Illinois (the "District") for the purpose of setting forth the terms and conditions under which the County agrees to provide and the District utilize the services of the Sheriff's Office as a Part-Time School Resource Officer Program for the 2017-2018 School Year.

I. Authority: This Agreement is entered into pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, subsection (a), which provides, in pertinent part:

Units of local government and school districts may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and enabled pursuant to 5 Illinois Compiled Statutes 220/3, which provides in pertinent part:

Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state.

II. Term: A Lake County Sheriff's Deputy (Deputy) shall be provided to the District as department workload and manpower permits on a regular part-time basis, school days when students are present during the 2017-2018 school year, nineteen (19) hours per week, schedule to be determined by the Sheriff's Office in conjunction with the District. In the future, the District may wish to increase the total number of hours that the SRO works on a weekly basis. A meeting will be held to discuss the feasibility of the increase in hours. If the increase in hours are mutually agreed upon by both parties the parties will enter into a side letter confirming the increase in hours at the contracted hourly rate for the SRO. This Agreement shall remain in full force for the time period herein described.

III. Selection Duties: The Deputy assigned to the School shall be selected by the Sheriff after review and consultation with the District. In making such selection, the Sheriff shall give due regard to the Job Goals and Qualifications as set forth in the memo attached hereto.

The Deputy so selected shall perform the Major Duties, undertake the Exhibit B: Reporting Procedures and otherwise comply with the provisions of Exhibit B to the extent the provisions of Exhibit B are consistent with Illinois law. The Deputy shall be assigned duties from the Sheriff's Office on non-regular school days and outside the hours described in Section II – Term.

IV. Emergencies/Sick Leave: The Sheriff's Office shall endeavor to provide the Deputy as stated herein but reserves the right during emergencies, other departmental needs, or in the case of illness or injury to temporarily withhold police services/SRO services in order to address any of these issues. The Sheriff shall, for any such period, provide as much prior notice as is possible to the Superintendent reciting the particular circumstances giving rise to the emergency or absence, and indicating the probable date that the services shall resume.

V. Costs: The District agrees to share the costs of providing the aforementioned police services by the District paying the Sheriff's Office sixty-three dollars (\$63.00) for each hour of service until the last day of the school year in June of 2018. Any additional SRO working school hours above the nineteen (19) originally agreed to will be billed at sixty-three (\$63) per hour. Upon termination of this Agreement as herein above provided final payment if any then due shall be made within 30 days of date of termination. Supervision at school events beyond the hours identified in section II. Term or beyond those specified in this Agreement and attached Exhibit A to be performed by the assigned Deputy, or any other Deputies, will be billed at an agreed upon rate consistent with the County and police policy.

VI. Insurance:

Commercial General Liability Insurance in a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in following coverage forms where exposure exists:

Premises and Operations, Independent Contractors,
Products/Completed Operations Liability assumed under an Insured Contract/Contractual
Liability Personal Injury and Advertising Injury, With limits of liability not less than:

\$ 1,000,000 Each Occurrence
\$ 1,000,000 Products-Completed Operations
\$ 1,000,000 Personal and Advertising injury limit
\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Beach Park School District's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/Umbrella Liability

Excess/Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (minimum, and may be higher depending on the project)

Liability Insurance Conditions

BEACH PARK SCHOOL DISTRICT, the COUNTY and the SHERIFF agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) BEACH PARK SCHOOL DISTRICT'S insurance shall be primary in the event of a claim.
- c) BEACH PARK SCHOOL DISTRICT agrees that with respect to the above required insurance, the COUNTY and SHERIFF and vice versa shall be named as

additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
d) The COUNTY and the SHERIFF and vice versa shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent

Failure to Comply: In the event the parties fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

VII. Hold Harmless Clause: Beach Park School District agrees to indemnify, save harmless and defend Lake County, Lake County Sheriff's Office, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any 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 work covered by this Contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

Beach Park School District agrees to indemnify, save harmless and defend Lake County, Lake County Sheriff's Office, its agents, servants, and employees, and each of them 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 Lake County Sheriff is asked to enforce pursuant to this Agreement.

VIII. Evaluation: To provide adequate information about the performance of his or her duties, the SRO shall file on a monthly basis the following:

1. Number of meetings with parents.
2. All calls for service (criminal activity) and the outcome (Release to Parents, Station Adjustment, Teen Court, Juvenile Referral, etc.)
3. Informal counseling/educational sessions with students, staff and parents.
4. All presentations that are given including:
 - o Grade level and number of students
 - o Type of presentation
 - o Lesson plans
4. Any suggestions of changes or enforcement ideas to the school policy the SRO makes to School Administrators.
5. The SRO will provide his/her LCSO supervisor and the middle school principal with written monthly reports, due the first week of the following month.

At least once a year the Superintendent, the Principal and the Sheriff or his designate shall evaluate the program, according to the following guidelines:

1. Student body acceptance
2. School staff and administration opinions of effectiveness
3. The deputy's reports and recommendations
4. The Sheriff's Office judgment of effectiveness
5. Community acceptance

IX. Notice: All notices shall be sent to the parties as follows:

County

Lake County Sheriff's Office
25 S. Martin Luther King Jr. Ave.
Waukegan, IL 60085
Attention: Sheriff

District

Beach Park School District #3
11315 W. Wadsworth Rd
Beach Park, IL 60099
Attention: Superintendent

IN WITNESS WHEREOF, the County and District have entered into this Agreement all as of the date first above written

County

Lake County Sheriff

By _____
Sheriff

Attest _____
Clerk

(Seal)

District

Beach Park School District #3

By
President

Attest Shelly Adams
Secretary

(Seal)

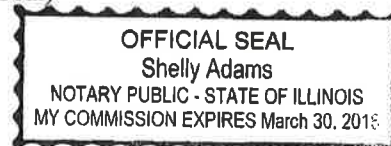


EXHIBIT A: JOB DESCRIPTION

Beach Park School District #3

JOB TITLE:	Part time School Resource Officer (SRO)
REPORT TO:	School Principal/Superintendent
HOURS OF DUTY:	Nineteen (19) hours per week. Schedule to be determined by the Sheriff's Office in conjunction with the District. Additionally, hours may fluctuate depending on the school activities of a specified day (i.e. exam and assembly schedules).
JOB GOAL:	This position has been instituted by the Board of Education, in cooperation with the Lake County Sheriff's Office, in recognition of the following needs: 1. A closer, more personal relationship between law enforcement agents and students in the middle school is needed. 2. A deputy in close contact with students is needed to deal more effectively with juvenile offenses and issues. 3. A member of the Sheriff's Office is needed to assist in preparation of educational programs concerning social problems in which violations of the law are involved. 4. A deputy on duty in the schools is needed to protect students and the school from theft, vandalism, trespassing and other violations of the law.
QUALIFICATIONS:	The deputy chosen for this task should possess the following qualifications: 1. Have a satisfactory rating as a Deputy. 2. Have an interest in, and an understanding of, young people and their problems. 3. Be willing to pursue training specifically related to youth, youth problems, and delinquency. 4. Have a personality which would dispel, rather than reinforce, common junior-high age stereotypes of the police. 5. Have sufficient educational background to enable him to work closely with staff members on a professional level.
MAJOR DUTIES:	Among a wide range of duties implied by his role, the SRO shall: 1. Serve as a counselor for students with serious problems in which violations of the law are involved. 2. Work closely with the school officials and the PBIS External Coach. He or she will not enforce school discipline but will refer violations to the principal or dean and work closely with them. The SRO shall have the authority to make

arrests for violations of law which occur on school property or at school-related functions off of school property.

3. Assist the administration in the solution of problems.
4. Work with parents on runaway, truancy and other problems.
5. Be available for talks on law and law enforcement issues, safety and good citizenship and help plan preventive programs in the areas of drugs and gang activities.
6. Be involved in all police action involving students.
7. Assist with daily problem of outsiders attempting to trespass on school property or otherwise gain unlawful entry into school facilities, including vandalizing the school, and students leaving school without authorization during the school day.
8. Serve as director of crowd and vehicle control at special events, or arrange for suitable replacements including arranging for Reserve Deputies to assist with such duties as may be necessary.
9. Represent the school in court for cases action involving students, including arranging for the necessary witnesses to appear to testify.
10. Supervise extra-curricular and special events as needed (for additional pay at the agreed upon hourly rate).
11. Other duties as assigned by principal.

EXHIBIT B: REPORTING PROCEDURES

REPORTING PROCEDURES:

Since the SRO is a member of two organizations, there may be situations in which proper jurisdiction becomes a question. In general, such questions will be resolved as follows:

1. Persons committing crimes on school property or at school-related events off school property which constitute felonies shall be arrested and the cases referred to the Lake County State's Attorney's Office for prosecution in the Circuit Court of Lake County. If a student is alleged to have committed an offense which constitutes a felony the case shall be referred to the Juvenile Division of the Lake County State's Attorney's Office. The Superintendent will be notified of any such arrests.
2. Traffic violators of license age shall be referred to Traffic Court. Persons committing violations of the Illinois Vehicle Code or County traffic ordinances on school property shall be ticketed, or arrested if warranted, and the cases referred to the County prosecutor for prosecution in the Circuit Court of Lake County. The Superintendent will be notified of any such arrests.
3. Persons committing crimes on school property or at school-related events off school property which constitute a misdemeanor shall be referred to the principal and Superintendent, who in consultation with the SRO, and County prosecutor or Lake County State's Attorney's office, if necessary, shall determine whether the person shall be:
 - a. Disciplined under school policies and procedures, or
 - b. Referred to Teen Court, a court diversion program based on the principals of restorative justice, or
 - c. Prosecuted in the Circuit Court of Lake County by the County prosecutor as an ordinance violation or a criminal misdemeanor by the Lake County State's Attorney. If a student is alleged to have committed an offense which constitutes a misdemeanor, and the decision is made not to charge the student with an ordinance violation, the case shall be referred to the Juvenile Division of the Lake County State's Attorney's Office.
4. Violators of school rules will be referred to the principal or dean.
5. Where questions of jurisdiction arise and when time permits the SRO, in consultation with the Sheriff and the Superintendent, will use his or her best professional judgment based on a thorough examination of the individual and the situation.

In cases within his jurisdiction, the deputy shall provide the appropriate school administration with information of offenders, offenses, and incidents if only the officer believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, as permitted by 750 ILCS 405/1-7.