

**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 a need for a full-time police/School Resource Officer (SRO) presence on SEDOL's Gages Lake campus while school is in session; and

**WHEREAS**, the SHERIFF is willing to provide the police/SRO presence; and

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

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

- A. The SHERIFF and COUNTY shall provide one deputy and one squad car for police/SRO services at the Gages Lake Campus during each day school is in session and upon request when summer school is in session. There shall be no additional charge for the SRO for summer school. The SHERIFF will bill SEDOL on a monthly basis as set forth in Paragraph E below.
- B. The SHERIFF shall maintain adequate information about the performance of the deputy's SRO duties to SEDOL Administration. The SRO on a monthly basis shall provide to the District's Representative or his/her designee the following:
  - 1. The 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:
    - a. Grade level and number of students
    - b. Type of presentation
    - c. Lesson plans

5. Any suggestions of changes or enforcement ideas to the school policy the SRO makes to School Administrators; and
6. Written monthly reports, due the first week of the month.

At least once a year the District's Representative and the SHERIFF or his designee shall evaluate the program, according to the following guidelines:

- a. Student body acceptance;
  - b. School staff and administration opinions of effectiveness;
  - c. The deputy's reports and recommendations;
  - d. The SHERIFF'S office judgment of effectiveness; and
  - e. Community acceptance.
- C. The SHERIFF shall provide that the deputy as an SRO will follow the Reporting Procedures hereto in attached as Exhibit B when situations arise where the proper jurisdiction comes into question.
- D. The SHERIFF 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 of the assigned deputy to temporarily withhold police/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 District's Representative reciting the particular circumstances giving rise to the emergency or absence, and indicating the probable date that the services shall resume. When the SRO is unavailable for one of the reasons set forth in this paragraph, the SHERIFF shall take reasonable steps to endeavor to replace the SRO.
- E. SEDOL shall:
  1. Pay to the SHERIFF'S OFFICE the following Monthly Costs in 12 monthly installments that are due on the fifteenth (15th) day of each month:

Effective Date	Monthly Cost	Annual Cost
January 1, 2017	\$10,781.40	\$122,907.96
January 1, 2018	\$11,120.45	\$133,445.34
January 1, 2019	\$11,535.08	\$138,420.94

2. Notify the SHERIFF'S OFFICE 30 days in advance of the commencement of summer school that they wish to have the SRO at the Gages Lake Campus during the summer school session.

F. SEDOL, the COUNTY and the SHERIFF agree as follows:

1. 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.
2. 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.

G. SEDOL, the COUNTY and the SHERIFF shall carry the following insurance during the term of this Agreement.

1. 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.
2. 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).
3. 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.

4. 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.

- H. 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. However, while providing this service to SEDOL, the Deputy performs duties as prescribed in a SEDOL job description, and said job description is hereby incorporated.
- I. This Agreement may be terminated by the SHERIFF or SEDOL upon three (3) months advance written notice to the other party.
- J. The term of this Agreement shall be for three (3) years, commencing upon January 1, 2017, and ending December 31, 2019.
- K. The deputy assigned to SEDOL as an SRO shall be selected by the SHERIFF after review and consultation with SEDOL. In making such selection, the SHERIFF shall give due regard to the Job Description as set forth in the memo attached hereto as Exhibit A. The deputy appointed to the SRO position shall have a demonstrated interest and potential for working with and counseling special education students. SEDOL shall have the right to refuse the officer selected or request the reassignment of the SRO that has been appointed by the SHERIFF. Upon rejection of the SRO or reassignment, the SHERIFF shall restart the selection process hereunder.

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.


[SIGNATURE PAGE TO FOLLOW]

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2017.

COUNTY OF LAKE:

By: \_\_\_\_\_  
Aaron Lawlor  
County Board Chair

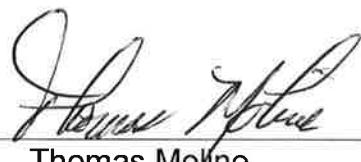
LAKE COUNTY SHERIFF:

By:   
Mark C. Curran, Jr.  
Sheriff

Attest: \_\_\_\_\_  
Carla N. Wykoff  
County Clerk

DATED THIS 24<sup>th</sup> day of August, A.D., 2017.

SPECIAL EDUCATION DISTRICT OF LAKE COUNTY

By:   
Thomas Moline  
Superintendent

Attest: 

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