

INTERGOVERNMENTAL AGREEMENT
FOR CONTRACT POLICE SERVICES BY AND AMONG THE
VILLAGE OF BEACH PARK,
THE COUNTY OF LAKE, AND THE LAKE COUNTY SHERIFF

THIS INTERGOVERNMENTAL AGREEMENT (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 Sheriff of Lake County, Illinois, a County Officer having those duties, powers, and functions as provided by law and county ordinance, hereinafter referred to as the "SHERIFF", and the Village of Beach Park, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the "VILLAGE":

WHEREAS, it has been determined by the COUNTY, the SHERIFF, and the Corporate Authorities of the VILLAGE, respectively, that this Agreement is in the best interest of each of the signatory parties; and

WHEREAS, the COUNTY and the VILLAGE are each authorized by the terms and provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly except where specifically or expressly prohibited by law; and

WHEREAS, the VILLAGE has determined that there presently exists a need for ongoing and cost-effective police services in the VILLAGE; and

WHEREAS, the SHERIFF is willing to provide police services to the VILLAGE for a fee; and

WHEREAS, the VILLAGE is desirous of renewing its agreement with the COUNTY and the SHERIFF to obtain police services in and for the VILLAGE, as set forth in this Agreement:

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree that the SHERIFF shall provide police services for the VILLAGE subject to the following terms and conditions:

1. The SHERIFF and COUNTY shall:

- A. Provide one (1) deputy and (1) squad car to provide police services exclusively within the limits of the VILLAGE for two (2) eight and one-half (8.5) hour shifts (6:30 a.m. to 11:00 p.m.) seventeen (17) hours per day, every day of the year, during the terms of the Agreement. Each deputy provides eight and one-half (8.5) personnel hours per shift and two shifts will be provided daily. The additional one-half (0.5) personnel hour between shifts provide an overlap of services to facilitate shift changes.
- B. Police services in concurrence with the Lake County Strategic Plan for Policing and include, at minimum, routine patrols, enforcement of state statutes as well as COUNTY and VILLAGE ordinances, police dispatch

services, forwarding of emergency calls for assistance to Fire/EMS Agencies, and attendance upon nuisance complaints, but do not include calls concerning animals unless the SHERIFF's deputy on duty believes that an animal poses a danger to the public health or safety such as a rabid animal.

- C. Bill the VILLAGE on a monthly basis for the cost of providing police service, as set forth in Section 1 of this Agreement.
- D. Establish and maintain a records system for processing data relative to the incident of arrests, reports of crime, response time and disposition of cases which shall be reported to the VILLAGE on a monthly basis. It is understood that any report provided by the SHERIFF to the VLLAGE is considered CONFIDENTIAL and cannot be released without the written approval of the SHERIFF or his designee to the extent allowed by law.
- E. Respond to emergency and law enforcement calls for assistance originating within the corporate limits of the VILLAGE, where persons or property may be subject to danger or immediate harm. Unless an unforeseen circumstance exists, including but not limited to weather and emergency situations, deputies assigned to the VILLAGE shall respond to all 9-1-1 or emergency calls for law enforcement assistance. If the deputy determines that he or she will need additional assistance in order to respond to a call for assistance, efforts will be made to contact other law enforcement agencies as the deputy deems appropriate, per the SHERIFF'S standard operating procedures. The SHERIFF shall also answer and appropriately handle non-emergency law enforcement related calls originating within the corporate limits of the VILLAGE. The Village does not have a separate ETSB and as such Calls for Assistance originating in the Village are received at the Lake County Sheriff's Office Communications Center. Emergency calls for Law Enforcement are disseminated there or for Fire/EMS Assistance those calls are immediately forwarded to the respective Fire/EMS Agency that supports service in that location of the Village. Reverse 9-1-1 Systems, Village and County, may be used for emergency purposes for public notification within the Village.
- F. Designate to the VILLAGE a contact person for receiving queries, complaints, and commendations for services performed under this Agreement.
- G. Determine the level of services to be provided to the VILLAGE in the event the SHERIFF should experience a work slow-down, work stoppage, or strike during the term of the Agreement, with monthly billing to be adjusted accordingly.

- H. Pay to the VILLAGE all fines and forfeitures for offenses committed within the VILLAGE when those offenses have been prosecuted by the VILLAGE and enforced by the SHERIFF during the execution of this Agreement, and the SHERIFF shall cooperate in the prosecution thereof. Except when unavailable due to a bona fide emergency, deputies shall attend all required court hearings or administrative adjudication hearings to prosecute offenses for which citations are issued during the execution of this Agreement; such attendance shall not affect the coverage to be provided pursuant to Section 1.A of this Agreement. If applicable, all fines and forfeitures resulting from offenses within the VILLAGE that do not occur during performance of this Agreement or are not prosecuted by the VILLAGE shall be paid to the COUNTY. The SHERIFF shall have permission to access the VILLAGE'S disbursement reports generated by the Clerk of the Circuit Court.
- I. Provide the Village Prosecutor with legible copies of the following records: police reports; traffic citations; crash reports; driving while license revoked, which shall include the defendant's driver's license abstract, and driving while license suspended (including abstract), when written as an Illinois Vehicle Code violation or charged under Illinois statutes. Provide the Village Prosecutor with similar documentation when written as a VILLAGE ordinance violation, or non-traffic ordinance violations which was issued in the VILLAGE by the SHERIFF pursuant to the terms of the Agreement. Hereinafter, the "applicable State's Attorney's Office" and the "Village Prosecutor" shall be referred to respectively as the "prosecuting agency." The records will be sent to the respective prosecuting agency as soon as they have been completed and/or received by the SHERIFF. If the prosecuting agency has not received the records within seven (7) days prior to the court date, then the prosecuting agency will send a follow-up request to the SHERIFF's records division and an attempt will be made to expedite the transfer of the records to the prosecuting agency. This provision only applies to records of the SHERIFF that were issued, created, or secured as the direct result of the SHERIFF's contractual services under this Agreement. The parties hereto understand and agree that generally, the Village Prosecutor will prosecute Illinois Vehicle Code traffic offenses, except DUIs, occurring within the VILLAGE, and the Village Prosecutor engaged by the VILLAGE for that purpose will prosecute ordinance violations.
- J. Provide prompt (same day or next day) e-mail or oral notice to the Village Administrator of any serious public safety incidences outside the scope of the normal and customary activities with the VILLAGE, per the SHERIFF's Department standard operating procedures, and provide recommended information for Blackboard CTY-Connect automated telephone notification to VILLAGE residents and/or businesses where appropriate to the circumstance. The timeliness of such notice shall be determined by the circumstances of each case, but such oral or e-mail notice of such a serious

public safety incident shall, in any event, be provided with twelve (12) hours after such incident.

- K. Retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY.
- L. The COUNTY and the SHERIFF shall cause the services of the Northern Illinois Crime Lab (NICL), or any other certified forensics testing service/laboratory, to be provided at no additional cost to the VILLAGE.
- M. Attend annual private meetings with VILLAGE officials and attend such other meetings as the parties deem desirable.
- N. Deputies will attempt to make weekly visits to VILLAGE'S offices for exchange of information, concerns, and status reports with respective VILLAGE staff.
- O. The Deputy Chief of Highway Patrol, or his designee, will attend monthly, meetings, VILLAGE Board or Committee of the Whole meetings of the VILLAGE for the exchange of information, concerns, and status reports. The Chief of Highway Patrol, pending availability will attend a bimonthly (every other month) meeting with the Village for exchange of information, concerns and status reports
- P. Maintain an active community-oriented policing program emphasizing in-person contact between SHERIFF's deputies and VILLAGE residents to share information and establish policing needs, consistent with the services the SHERIFF offers generally within any other areas of Lake County. The results of these community contacts shall be documented and shared with the Village Administrator on a monthly basis.
- Q. To the extent not addressed by the express terms of this Agreement, the SHERIFF shall make final and conclusive determinations in the event of a dispute or disagreement between the VILLAGE and the SHERIFF, after consultation with the VILLAGE, as to the extent of law enforcement duties and functions, the standards of performance, and level or manner of performance of SHERIFF's personnel pertaining to the operation of this Agreement, provided the same are consistent with customary and good law enforcement management, policies and practices.
- R. At the VILLAGE'S request, and for an additional fee, the SHERIFF may provide additional patrol services, traffic enforcement and security for special events and other activities within the VILLAGE, at the County Board approved special duty rate.

- S. As determined by the SHERIFF or his designee, the SHERIFF shall make available to the VILLAGE at no additional cost on an "as needed" and temporary basis all other resources the SHERIFF may have within his department including, without limitation, specialized units designated as SWAT (Special Weapons and Tactics), forensics, detective investigations, intelligence, juvenile, gang control, public information officers, specialized equipment, jail facilities, air, marine, underwater search and rescue, and other specialize police personnel resources. In no event, however, shall the SHERIFF be required to furnish to the VILLAGE any specialized resources he does not otherwise already have within his department or which resource is either unavailable at the time of the VILLAGE'S need or are cost prohibitive.
- T. The SHERIFF shall provide the VILLAGE, on a monthly basis, with written documentation that the SHERIFF is providing to the VILLAGE the police coverage, the timeliness of emergency responses and call transferring to other emergency service agencies, and other services required under this Agreement. The written documentation shall include, but shall not be limited to, documentation evidencing any occurrences when unforeseen circumstance (such as but not limited to, emergency situations or weather) temporarily affect the police coverage provided to the VILLAGE by the SHERIFF. The SHERIFF shall provide such written documentation as soon as practical after the close of each month of service.

2. THE VILLAGE shall:

- A. Pay to the SHERIFF an annual fee, in monthly installments, payable on the fifteenth (15th) day of each month, starting with the monthly installment due on the fifteenth day of January 15, 2020. The total annual fee is detailed in the following tables:

	Fiscal Year		
	January 1, 2020	January 1, 2021	January 1, 2022
Annual Payment	\$647,354.22	\$657,240.54	\$667,347.41
Which represents a monthly payment of	\$53,946.19	\$54,770.05	\$55,612.28

- B. Notify the SHERIFF in writing of any intent or request to increase the number of patrol hours and obtain the approval of the SHERIFF and COUNTY 30 days prior to the effective date of any increased services. The cost for each eight and one-half hours of increased patrol services provided to the VILLAGE for each day of the year shall be per the agreed upon monthly rate as referenced in the hourly rate contract detail attached and broken down by year of the contract.

- C. Maintain orientation materials for the citizens of the VILLAGE, at the Beach Park Village Hall, concerning the police services in coordination with the SHERIFF;
- D. Maintain a law enforcement headquarters within the VILLAGE should both parties agree that it becomes necessary, and the VILLAGE shall furnish at its own expense all necessary office space, furniture and furnishing, office supplies, janitor 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 in the VILLAGE, such quarters may be used by the SHERIFF in connection with the provision of police services pursuant to this Agreement, but it shall not be necessary for the VILLAGE to provide for lock-up facilities.
- E. Provide to the SHERIFF appropriate citation books and/or forms for the enforcement of VILLAGE ordinances, which the SHERIFF shall enforce during the terms of this Agreement, and;
- F. Provide the SHERIFF, from time to time, with a listing of such VILLAGE ordinances, which the SHERIFF shall enforce during the term of this Agreement; and
- G. This Agreement shall not prevent the VILLAGE from hiring additional police service, such as special details, from the SHERIFF by separate agreement.
- H. The Corporate Authorities of the VILLAGE hereby authorize the SHERIFF to enforce VILLAGE ordinances and act as the VILLAGE's police department anywhere within the VILLAGE and the SHERIFF acknowledges and accepts such authorization and agrees to enforce all public safety ordinances, and to act as the VILLAGE'S police department in enforcing all applicable statutory laws within the VILLAGE, pursuant to the terms of this Agreement.

3. Indemnity and Insurance:

THE COUNTY AND THE SHERIFF agrees to indemnify, save harmless and defend the, VILLAGE 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 Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the VILLAGE, its agents, servants, or employees or any other person indemnified hereunder.

A. Commercial Law Enforcement Liability Insurance

1. Commercial Law Enforcement 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), and personal injury

B. Liability Insurance Conditions

THE COUNTY and the SHERIFF agree that with respect to the above required insurance:

1. The VILLAGE shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements. Said Notices and Certificates of Insurance shall be provided to:

Village of Beach Park
ATTN: Village Administrator
11270 W. Wadsworth Road
Beach Park, IL 60099

4. The PARTIES Agree:

- A. The SHERIFF shall remain, at all times, the sole employer of the Lake County SHERIFF's deputies who are assigned to perform services within the VILLAGE pursuant to this Agreement.
- B. This Agreement may be terminated with or without cause by either party upon ninety (90) days advance written notice to the other party. This Agreement may also be terminated by either party upon thirty (30) days advance written notice in the event of material breach of the terms and conditions of this Agreement; provided however, the thirty (30) day notice of termination shall not be effective if the signatory alleged to be in breach cures the material breach with the thirty (30) day period if the nature of the breach is such that a cure can reasonably be effected within thirty (30) days, or, if such cure cannot be reasonably effected within thirty (30) days, the signatory alleged to be in breach commences a cure within the thirty (30) day period and diligently pursues such cure to completion thereafter.
- C. The term of this Agreement shall commence at 12:00 a.m. on January 1, 2020 and shall end at 11:59 p.m. on December 31, 2022.
- D. 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.

- E. Except as otherwise specifically provided herein, any notice which any party hereto desires or is required to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, proper postage prepaid, and addressed as follows:

(1) If to the COUNTY: County of Lake
ATTN: County Administrator
18 North County Street
9th Floor
Waukegan, Illinois 60085

(2) If to the SHERIFF: Lake County Sheriff
ATTN: Contract/Purchase Manager
25 South Martin Luther King Avenue
Waukegan, Illinois 60085

(3) If to the VILLAGE: Village of Beach Park
ATTN: Village Administrator
11270 W. Wadsworth Road
Beach Park, IL 60099

Or to such other persons or addresses as any party may from time to time designate in a written notice to the other party. Such notice shall be effective on the date of personal service or the date of mail receipt as evidenced by a written receipt.

- F. The foregoing constitutes the entire Agreement between the parties. This Agreement may only be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.
- G. This Agreement is only intended for the benefit of the parties which are signatories to this Agreement, and only those parties shall have the right to enforce this Agreement, and this Agreement is not intended to and shall not create any third-party beneficiaries.
- H. 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.
- I. Any other agreements, understandings, representations, and/or promises between the parties hereto concerning the same subject matter hereof, 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.

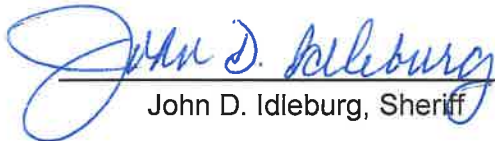
- J. This Agreement shall be construed in accordance with the laws of the State of Illinois and the Parties agree that any litigation stemming from this Agreement shall be brought in the 19th Judicial Circuit of Lake County, Illinois.

DATED THIS 10th day of January, 2020, A.D., 2019

By:

Sandra Hart, Chairman

ATTEST: _____
Robin O'Connor, County Clerk




John D. Idleburg, Sheriff

VILLAGE OF BEACH PARK

By:



John Hucker, Village Mayor

ATTEST: 

Mary Jo McDonald, Village Clerk

VILLAGE OF BEACH PARK

2020-O -02

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEACH
PARK, ILLINOIS, COUNTY OF LAKE AND THE LAKE COUNTY SHERIFF FOR
POLICE SERVICES FOR JANUARY 1, 2020 – DECEMBER 31, 2022**

ADOPTED BY THE VILLAGE BOARD

OF THE

VILLAGE OF BEACH PARK, ILLINOIS

ON

January 9, 2020

**Published in pamphlet form by authority of the Village Board
of the Village of Beach Park, Lake County, Illinois,
this 9th Day of January, 2020**

JOHN HUCKER	Mayor	RICHARD GUST	Trustee
		DON JENSEN	Trustee
MARY JO MCDONALD	Clerk	REGINA MILLER	Trustee
		MARK OTTERSEN	Trustee
JAMES V. FEROLLO	Attorney	LINDA SITTIG	Trustee
		LARRY WELLS	Trustee

2020-O-02

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEACH
PARK, ILLINOIS, COUNTY OF LAKE AND THE LAKE COUNTY SHERIFF FOR
POLICE SERVICES FOR JANUARY 1, 2020 – DECEMBER 31, 2022**

WHEREAS, the Village of Beach Park, the County of Lake and the Lake County Sheriff have negotiated an intergovernmental agreement regarding police services in the Village of Beach Park; and

WHEREAS, the Village of Beach Park has determined that it would be in the best interests of the Village to enter into said agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Beach Park, Lake County, Illinois, as follows:

SECTION 1: The Mayor and Clerk are hereby authorized to execute the intergovernmental agreement with the County of Lake and the Lake County Sheriff, as well as any and all other documents necessary and appropriate to effectuate the terms of said agreement.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 9th day of January, 2020 as follows:

	Ayes:	Nays:	Absent:	Abstain:
Richard Gust	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Don Jensen	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Regina Miller	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Mark Ottersen	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Linda Sittig	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Larry Wells	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

APPROVED:

By: John Hucker Date: 1/10/20
John Hucker, Mayor

ATTEST:

By: Mary Jo McDonald
Mary Jo McDonald, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on January 9, 2020.

I hereby certify that the above ordinance was published in pamphlet form on January 10, 2020, as provided by law.

Mary Jo McDonald
Mary Jo McDonald, Village Clerk

CERTIFICATION

I, Mary Jo McDonald, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Beach Park, Lake County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Beach Park.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Beach Park, held on the 9th day of January, 2020, the foregoing Ordinance entitled **AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BEACH PARK, COUNTY OF LAKE AND THE LAKE COUNTY SHERIFF FOR POLICE SERVICES FOR JANUARY 1, 2020 - DECEMBER 31, 2022**, was duly passed by the Mayor and Board of Trustees of the Village of Beach Park.

The pamphlet form of Ordinance No. 2020-O-02, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the 10th day of January, 2020, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the Village of Beach Park this 10th day of January 2020.



Mary Jo McDonald, Village Clerk
Village of Beach Park,
Lake County, Illinois

(SEAL)

