INTERGOVERNMENTAL AGREEMENT
FOR CONTRACT POLICE SERVICES BY AND AMONG THE
VILLAGE OF DEER 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 of 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 Deer Park, Illinois, a municipal corporation located within the boundaries of Cook and Lake Counties, Illinois, hereinafter referred to as the "VILLAGE":

WHEREAS, it has been determined by the COUNTY, the SHERIFF, and by the Corporate Authorities of the VILLAGE, respectively, that this Agreement is in the best interests 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 residential areas of the VILLAGE for twenty-four (24) 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 three shifts will be provided daily. The additional one-half (.50) personnel hour between shifts provide an overlap of services to facilitate shift changes.
    B. Provide one (1) deputy and (1) squad car to provide police services primarily within the commercial areas of the VILLAGE for eight and one-half (8.5) man-hours per day from 2:30 pm to 11:00 pm, every day of the year, during the term of this Agreement. This deputy and squad car shall be in addition to the deputy and squad car provided for in subsection 1. A of this Agreement.

C. Provide police services in concurrence with the Lake County Strategic Plan for Policing and include, at minimum, routine patrols, enforcement of state statutes, police dispatch services, as well as COUNTY and VILLAGE ordinances, 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.

D. Bill the VILLAGE on a monthly basis for the cost of providing police service, as set forth in Section 2 of this Agreement.

E. 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 quarterly 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.

F. Respond to emergency 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 SHERIFF and the COUNTY shall cooperate with and assist the VILLAGE in implementing the call-forwarding of all emergency calls originating within the corporate limits of the VILLAGE from Deer Park ASAP to the SHERIFF's office.

G. Designate to the VILLAGE a contact person for receiving queries, complaints, and commendations for services performed under this Agreement.

H. 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.

I. 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 or B 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.

J. Provide the applicable State's Attorney's Office (i.e., either the Lake County State's Attorney's Office or the Cook County State's Attorney's Office), depending on the county in which the violation occurred, with legible copies of the following records: police reports; traffic citations; crash reports; police reports for driving under the influence, which shall include the defendant's driver's license abstract; 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 were 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 Lake County State's Attorney's Office will prosecute Illinois Vehicle Code traffic offenses and other statutory charges occurring within Lake County, the Cook County State's Attorney's Office will prosecute Illinois Vehicle Code traffic offenses and other statutory charges occurring within Cook County, and the Village Prosecutor engaged by the VILLAGE for that purpose will prosecute ordinance violations, which will be filed and prosecuted in the County in which the office of the Village Clerk of the VILLAGE is located.

K. 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.

L. Retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY.

M. The COUNTY and the SHERIFF shall cause the services of the Northern Illinois Crime Lab (NICL) to be provided at no additional cost to the VILLAGE.

N. Attend quarterly private meetings with VILLAGE officials and attend such other meetings as the parties deem desirable.

O. Deputies will attempt to make weekly visits to VILLAGE offices for exchange of information, concerns, and status reports with respective VILLAGE staff.

P. The Deputy Chief of Highway Patrol, or his designee, will attend monthly VILLAGE Board or Committee of the Whole meetings of the VILLAGE for the exchange of information, concerns, and status reports.

Q. The SHERIFF's Office will include the VILLAGE's name, "Deer Park", on the designated patrol cars via magnetic lettering, or by other means, as mutually agreed upon by the VILLAGE and the SHERIFF.

R. 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.

S. 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.

T. At the VILLAGES'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.

U. 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 specialized 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.

V. The SHERIFF shall provide the VILLAGE, on a monthly basis, with written documentation that the SHERIFF is providing to the VILLAGE the police coverages, the timeliness of emergency responses, and other services required under this Agreement. The written documentation shall include, but shall not be limited to, documentation evidencing any occurrences when unforeseen circumstances (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, 2021:

	Fiscal Year		
	January 1, 2021	**January 1, 2022**	**January 1, 2023**
Annual Payment	**$1,342,915.87**	**$1,363,638.34**	**$1,384,817.18**
Which represents a monthly payment of	**$111,909.66**	**$113,636.53**	**$115,401.43**

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 as Exhibit A and broken down by year of the contract.

C. Maintain orientation materials for the citizens of the VILLAGE 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 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, including but not limited to the small portion of the VILLAGE which is within Cook County, Illinois, and the SHERIFF acknowledges and accepts such authorization and agrees to enforce all public safety ordinances, and to act as the VILLAGES's police department in enforcing all applicable statutory laws within the VILLAGE, pursuant to the terms of this Agreement.

3. Indemnity and Insurance:

1. THE COUNTY AND THE SHERIFF agree to indemnify, save harmless and defend the, VILLAGE its officers, 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.

2. THE COUNTY and the SHERIFF shall maintain for the duration of this Agreement:

a. Commercially reasonable Law Enforcement Liability Insurance in a broad form on an occurrence basis, to include, but not be limited to, coverage for property damage, bodily injury (including death), and personal injury.

b. Commercially reasonable general liability and business auto liability insurance.

c. Workers' Compensation Insurance to cover all COUNTY and SHERIFF's employees performing work under this Agreement and that meets statutory limits in compliance with applicable state and federal laws.

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

a. The VILLAGE shall be named as an additional insured on each such policy.

b. The VILLAGE shall be provided with Certificates of Insurance evidencing the above required insurance coverage, within 10 days of County Board approval of this Agreement and thereafter with certificates evidencing any renewals or replacements.

c. The VILLAGE shall be provided with thirty (30) days' prior notice, in writing, of Notice of Cancellation or material change to any insurance coverage and said notification requirement shall be stated on the Certificates of Insurance.

d. Said Notices and Certificates of Insurance shall be provided to:

Village of Deer Park
ATTN: Village Administrator
23680 W. Cuba Road
Deer Park, IL 60010

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, 2021 and shall end at the conclusion of 11:59 p.m. on December 31, 2023.

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 anyother partin 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 Deer Park

ATTN: Village Administrator
23680 W. Cuba Road
Deer Park, IL 60010

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 15th day of October, A.D., 2020

By:

_____
Sandra Hart, Chairman

ATTEST: _____
Robin O'Connor, County Clerk

John D. Idleburg
John D. Idleburg, Sheriff

VILLAGE OF DEER PARK

By:

Greg Rusteberg, Acting Village President

ATTEST: Kim Kelly
Kim Kelly, Village Clerk