



Lake County Illinois

Legislation Text

File #: 10-0532, Version: 1

Joint resolution authorizing the execution of an intergovernmental agreement with the Fox Waterway Agency (FWA) and the Lake County Sheriff to provide permit/sticker enforcement for the Agency.

- This is a Marine Patrol Services contract for one more year during the months of May through September on the waterways of the Chain O'Lakes.
- During other times of the year, the Sheriff will provide law enforcement assistance to the agency on an as needed basis at the sole discretion of the Sheriff. Any assignments outside the regular duties of the Sheriff will be billed at the special duty rate of \$78 per hour for Marine Unit Services.
- The Agency shall provide a commercial general liability coverage policy in the amount of \$1,000,000 prior to the commencement of this agreement.
- Representatives from the Administrator and the Sheriff's Offices of Lake County and McHenry County met jointly with the FWA to seek an increase in this contract and to request their support of a new public safety fee to support the marine patrol services.
- This intergovernmental agreement is for \$47,407.50 and represents a 5% increase from last years contract amount.
- A change in state law will generate additional money through fines that will be retained by Lake County and revenues estimated to be at least \$2,500 annually.

WHEREAS, the AGENCY has requested that the SHERIFF's Marine Patrol Unit continue to assist it with the patrol of the Chain O'Lakes Waterways; and

WHEREAS, the SHERIFF has determined that the Marine Patrol Unit can provide such assistance to the AGENCY in enforcing the AGENCY's Ordinances that improve and maintain the safety of the Waterway and in enforcing the AGENCY's User Fee Ordinance on the Fox River/Chain O'Lakes Waterway; and

WHEREAS, the COUNTY and the AGENCY are authorized by the terms and provisions of 5 ILCS 220/et seq. to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking either of them could perform singularly.

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

1. Upon execution of this contract and for the year 2010, the SHERIFF will provide the following services during the months beginning May, June, July, August and September on the Chain O'Lakes Waterways:
 - a) During scheduled hours of patrol, the SHERIFF's Marine Patrol Unit will patrol the portion of the Chain O'Lakes Waterways that falls within the territory of Lake County, Illinois. During that patrol, the SHERIFF's Marine Unit will enforce the AGENCY's Ordinances. The SHERIFF shall set the hours, time and location of the Marine Unit's patrol;
 - b) A police professional liability coverage policy in the amount of \$1,000,000. The AGENCY shall not be named as an additional insured.
 - c) During all other times of the year, SHERIFF will provide law enforcement assistance to the AGENCY on an as needed basis and at the sole discretion of the SHERIFF. Any assignments outside the duties outlined in this contract shall be billed at the special duty rate of \$78 per hour for Marine Unit Services.
 - d) Monthly written reports shall be submitted to the AGENCY at the end of each month for the period of enforcement. Said reports shall indicate:

- i) The hours spent by the Maritime Unit patrolling the Fox River/Chain O'Lakes Waterway for that month;
 - ii) The number and types of tickets issued for Fox Waterway Ordinance violations;
2. Upon execution of this contract, the AGENCY agrees to:
- a. Provide all forms and documents necessary for the SHERIFF's Marine Patrol Unit to enforce the AGENCY's Ordinances along with copies of the Code of Ordinances referred to in this Agreement, as amended from time to time by the AGENCY, to ensure strict enforcement of said Ordinances; and further, Lake County will keep the revenue for the fees associated with said ordinance violations;
 - b. Pay to the SHERIFF an amount not to exceed \$47,407.50 from May, June, July, August in 2010, for services performed under this Agreement. In making these payments to the SHERIFF, the AGENCY shall adhere to the following fee schedule:
 - (a) Payment of \$15,802.50 upon the execution of this Agreement;
 - (b) Payment of \$15,802.50 on or before July 30, 2010;
 - (c) Payment of \$15,802.50 on or before September 30, 2010;
 - c. The AGENCY agrees to maintain for the duration of this Agreement, and any extensions thereof, a commercial general liability insurance policy in the amount of \$1,000,000. The policy shall be issued by a company or companies qualified to do business in the State of Illinois.
 - d. Provide Certificates of Insurance evidencing the above-required insurance prior to the commencement of this Agreement and thereafter with the certificates evidencing renewals or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:
 - Risk Manager
 - County of Lake
 - 18 N. County Street
 - Waukegan, IL 60085
 - e. The AGENCY agrees, for the duration of this Agreement, to allow the SHERIFF access and obtaining of fuel for patrol boats that shall be billed to the SHERIFF monthly.
3. The AGENCY shall defend, indemnify, and hold harmless the COUNTY and the SHERIFF in any action or dispute that arises in connection with or as the result of a challenge to the AGENCY Ordinances contained in Section 1(a) above. For all other matters, the AGENCY, COUNTY and SHERIFF agree that each party will be responsible for defending its own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each party will be responsible for bearing its own costs, damages, losses, expenses, and/or attorney fees.
4. The term of this Agreement is May 1, 2010 through April 30, 2011. This Agreement may be extended for an additional thirty (30) days by agreement of the parties in writing. Any party upon ninety (90) days advance written notice to the other parties may terminate this Agreement.
5. This Agreement may be amended by mutual consent of all parties, which shall be signed and executed with the same formality with which this instrument was executed. This foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its priorities. Further, it is the stated purpose of this Agreement that the SHERIFF is enforcing specifically enumerated AGENCY ordinances in consideration of mutually acceptable monetary payments. This Agreement should not be construed nor interpreted as furthering the duties, functions, or responsibilities of the AGENCY, the COUNTY or the SHERIFF beyond those tenets outlined in **Section 1** of this Agreement.
- NOW, THEREFORE, BE IT RESOLVED**, by this County Board of Lake County, Illinois, that the County of Lake, by a resolution duly adopted by the Lake County Board, causes this Agreement to be signed by its Chair and Sheriff and attested to by its Clerk, and the AGENCY, by order of its Board, has caused their presence to be executed by the Presiding Officer of the Board of Directors, all on the day hereinafter written.

DATED at Waukegan, Illinois, on this ___ day of _____, A.D., 2010.

COUNTY OF LAKE:

BY: _____
Suzi Schmidt, Chair
Lake County Board

BY: _____
Mark C. Curran, Jr.
Sheriff

ATTEST: _____
Willard R. Helander
County Clerk

DATED THIS ___ ___ day of _____, A.D., 2010

FOX WATERWAY AGENCY:

BY: _____
Wayne D. Blake, Chairman
Board of Directors, FWA

ATTEST: _____
Chuck Haling, Secretary
Board of Directors, FWA