

Agenda Item # 28

Distribution:  
County Board  
County Administrator  
Sheriff  
Village of Third Lake

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D., 2006 SESSION

May 8, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE LAKE COUNTY BOARD:

Your Law and Judicial and Financial and Administrative Committees present herewith a Resolution authorizing the Chair of the Board and the Sheriff to execute an intergovernmental agreement with the Village of Third Lake for the purpose of providing Sheriff's Marine Patrol Services to the Village, and request its adoption.

Respectfully submitted,

*Quadracy Nixon*  
Chair

\_\_\_\_\_  
Chair

Vice-Chair

Vice-Chair

*Joseph Martini*  
*John G. Carlin*  
*Myra Cummings*  
*Carol Calabrese*

*Joseph Martini*  
*Paul S.*  
*Carol Calabrese*  
*Anna O'Kelly*

\_\_\_\_\_  
Law and Judicial Committee

\_\_\_\_\_  
Financial and Administrative Committee

## **RESOLUTION**

**WHEREAS**, the Village of Third Lake has requested that the Sheriff provide marine patrol services on the waterways of Third Lake; and

**WHEREAS**, the Sheriff has indicated that the Marine Patrol could provide the services without adversely impacting their current operations; and

**WHEREAS**, the Village has agreed to compensate the Sheriff for Marine Patrol Services; and

**WHEREAS**, Lake County and the Village of Third Lake are authorized by Illinois State Statute to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking either of them could perform singularly.

**NOW, THEREFORE, BE IT RESOLVED**, by this County Board of Lake County, Illinois, that the Sheriff and the County Board Chair are authorized to execute an intergovernmental agreement with the Village of Third Lake for the purpose of providing Sheriff's Marine Patrol Services to the Village.

**DATED**, at Waukegan, Lake County, Illinois, on this 8th day of May, A.D., 2007.

**INTERGOVERNMENTAL AGREEMENT  
FOR  
MARINE PATROL SERVICES  
WITH THE  
VILLAGE OF THIRD LAKE**

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 Lake County Sheriff (hereinafter referred to as the "SHERIFF") and the Village of Third Lake, (hereinafter referred to as the "MUNICIPALITY").

**WHEREAS**, the MUNICIPALITY has requested that the SHERIFF'S Marine Patrol Unit provide marine patrol service on the waterways of Third Lake; and

**WHEREAS**, the SHERIFF has determined that the Marine Patrol Unit can provide such assistance to the MUNICIPALITY; and

**WHEREAS**, the COUNTY and the MUNICIPALITY 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, the SHERIFF agrees to provide the following services during the months of May, June, July, August, September and October in the year 2007 on the waterways of Third Lake:**
  - a) During the scheduled hours of patrol, the Sheriff's Marine Patrol Unit will patrol the waterways of Third Lake that fall within the jurisdiction of the MUNICIPALITY, weather permitting.
  - b) The Sheriff or his designee will set the patrol schedule for the Sheriff's Marine Patrol Unit based on the number of hours and the days that the Municipality requests marine service and the availability of Marine Patrol Officers and equipment. Patrols by the Sheriff's Marine Patrol Unit will only be scheduled between the hours of 8 a.m. to 8 p.m. and the schedule will be subject to change in response to weather conditions or an emergency. When setting the schedule, the minimum length of time that will be scheduled in a single day will be two hours, plus a ½ hour for travel time.
  - c) Provide enforcement of local marine safety ordinances that the MUNICIPALITY enacts, and all applicable State laws and County ordinances.
  - d) Return fine monies received from the enforcement of MUNICIPALITY ordinances to the MUNICIPALITY. All other monies collected by the SHERIFF for the violation of any State laws or County ordinances shall be then disbursed to the SHERIFF and deposited in the COUNTY'S general fund.

- e) Account to the MUNICIPALITY for the hours of marine patrol service performed and bill the MUNICIPALITY for said hours of work at the end of each month.
- f) Maintain a police professional liability coverage policy in the amount of \$1,000,000. which policy shall not name the MUNICIPALITY as an additional insured.

**2. The MUNICIPALITY Shall:**

- a) Provide to the SHERIFF the schedule of days requested for Marine Patrol service in writing prior to the start of service.
- b) Pay to the COUNTY an hourly rate of \$73.00 for the service of two SHERIFF'S Marine Patrol Unit officers and one boat. The MUNICIPALITY further agrees to pay the County a boat maintenance fee of one hundred sixty dollars (\$160) for each one hundred (100) hours of service performed by the Sheriff's Marine Patrol Unit. If the Sheriff's Marine Patrol Unit performs less than one hundred (100) hours of service by October 31, 2004, the MUNICIPALITY shall still pay the Sheriff a flat fee of one hundred sixty dollars (\$160) on that date.
- c) Provide a free launch site for the SHERIFF to place his vessel in the lake, and provide a free parking space for the SHERIFF'S necessary vehicles.
- d) Maintain for the duration of this Agreement, and any extensions thereof, a commercial general liability insurance policy in an amount not less than \$1,000,000. The policy shall be issued by a company or companies qualified to do business in the State of Illinois.
- e) Name the COUNTY and SHERIFF as an additional insured by endorsement under said policy referenced above in Section 2(d) and provide the COUNTY with thirty (30) days written notice of cancellation or material change with respect to said insurance.
- f) Provide Certificates of Insurance evidencing the above required insurance prior to the commencement of this agreement to:
  - Risk Manager
  - County of Lake
  - 18 N. County St.
  - Waukegan, IL 60085
- g) The MUNICIPALITY shall defend, indemnify, and hold harmless the COUNTY and SHERIFF in any action or dispute that arises in connection with or as the result of a challenge to any ordinance that the MUNICIPALITY enacts and the SHERIFF enforces pursuant to this Agreement. For all other matters, the AGENCY, COUNTY and SHERIFF agree that each party will be responsible for defending their 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 their own costs, damages, losses, expenses, and/or attorney fees.

3. The term of this Agreement is from the date of execution through October 31, 2007. This Agreement may be extended for an additional thirty (30) days by agreement of the parties in writing.
4. This Agreement may be amended by mutual written consent of all parties, which amendment 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. This Agreement should not be construed nor interpreted as furthering the duties, functions, or responsibilities of the MUNICIPALITY, the COUNTY or the SHERIFF beyond those tenets outlined in this Agreement.

IN WITNESS WHEREOF, 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 MUNICIPALITY, 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 THIS \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2007.

COUNTY OF LAKE:

By: \_\_\_\_\_  
Suzi Schmidt, Chair  
Lake County Board

By: \_\_\_\_\_  
Mark C. Curran Jr., Sheriff

ATTEST: \_\_\_\_\_  
Willard R. Helander  
County Clerk

DATED THIS 16<sup>th</sup> day of April, A.D., 2007.

VILLAGE OF THIRD LAKE:

By: Donna Golchert  
Donna Golchert, President  
Village of Third Lake

ATTEST: Patricia A. Beggan  
Patricia A. Beggan, Clerk  
Village of Third Lake