Item #2:
Res. Authorizing IGA For Police Services By Lake County Sheriff

VILLAGE OF LONG GROVE
RESOLUTION NO. 2015-R-__

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE COUNTY OF LAKE AND THE LAKE COUNTY SHERIFF

WHEREAS, the County of Lake and the Lake County Sheriff agree to provide certain police services to the Village; and

WHEREAS, the Village, the County of Lake, and the Lake County Sheriff desire to enter into an Intergovernmental Agreement to set forth the terms and conditions for the provision of such services to the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: **Approval**. The Intergovernmental Agreement between the Village of Long Grove, the County of Lake, and the Lake County Sheriff is hereby approved in substantially the form attached to this Resolution as Exhibit A.

Section 2: **Authorization**. The Village President and the Village Clerk of the Village of Long Grove are hereby authorized and directed to execute and attest the Intergovernmental Agreement on behalf of the Village of Long Grove.

Section 3: **Effective Date**. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 10th day of March, 2015.

AYES:	(X)	Trustees XXXXXXXX
NAYS:	(X)	Trustees XXXXXXXX
ABSENT:	(X)	Trustees XXXXXXXX

APPROVED this 10th day of March, 2015.

_____
Village President, Angela Underwood

ATTEST:

_____
Village Clerk, Heidi Locker-Scheer

DRAFT

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

DRAFT

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

THIS INTERGOVERNMENTAL 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 Long Grove, Illinois, a municipal corporation located within the boundaries of Lake County, Illinois, hereinafter referred to as the "VILLAGE":

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 additional 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 contracting 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 additional police services for the VILLAGE subject to the following terms and conditions:

1. The SHERIFF and COUNTY shall:

   A. Provide two (2) deputies and two (2) squad cars to provide police services exclusively within the limits of the VILLAGE for 17 man-hours per day, every day of the year, during the term of this Agreement. The shifts worked by deputies shall overlap in the afternoon. The Sheriff or his designee shall set the hours, time, and location of those police services in consultation with the Village Manager.

   B. Police services include, at a minimum, routine patrols, enforcement of state statutes, 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;

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

   D. Establish and maintain a records system for processing data relative to the incident of arrests, reports of crime, and disposition of cases which shall be reported to the VILLAGE on a quarterly basis;

E. Respond to emergency law enforcement calls for assistance by the residents of the VILLAGE, where persons or property may be subject to danger or immediate harm. 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 Department's standard operating procedures.

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 this 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 contractual service, 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 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 contractual service or are not prosecuted by the VILLAGE shall be paid to the COUNTY;

I. Provide the Village Prosecutor with legible copies of the following records: citations; police reports; crash reports; police reports for driving under the influence (including abstract); police reports for driving while license revoked (including abstract); police reports for driving while license suspended (including abstract); and any non-traffic ordinance violations which were issued in the VILLAGE by the SHERIFF pursuant to the terms of this Agreement. The records will be sent to the Village Prosecutor as soon as they have been completed and/or received by the SHERIFF. If the Village Prosecutor has not received the records as of seven (7) days prior to the court date, then the Village Prosecutor 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 Village Prosecutor. This provision only applies to records of the SHERIFF that were issued or created as the direct result of the SHERIFF'S contractual services under this Agreement.

J. Promptly provide written or oral notice to the Village Manager of any serious public safety incidences outside the scope of the normal and customary activities within the Village, per the Sheriff's Department standard operating procedures;

K. The SHERIFF and the COUNTY shall retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY;

L. Attend quarterly meetings with Village officials and attend such other meetings as the parties deem desirable;

M. 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. The results of these community contacts shall be documented and shared with the Village Manager on a monthly basis;

N. Make the final and conclusive determination in the event of a dispute between the VILLAGE and the SHERIFF as to the extent of the duties and functions, the standards of performance, and level or manner of performance pertaining to the operation of this Agreement, provided the same are consistent with customary and good police practices.

O. At the VILLAGE's request, the SHERIFF may provide additional patrol services, security for special events and other activities within the VILLAGE, at the County Board approved special duty rate;

The SHERIFF shall remain, at all times, the sole employer of the Lake County Sheriff deputies who are assigned to perform services within the VILLAGE pursuant to this Agreement.

2. The VILLAGE shall:

A. Beginning May 1, 2015, pay to the SHERIFF an annual fee of

$563,538 payable in equal monthly installments of $46,962 on the fifteenth (15th) day of each month.

B. Beginning May 1, 2016, pay to the SHERIFF an annual fee of $588,358 payable in equal monthly installments of $49,030 on the fifteenth (15th) day of each month.

C. Beginning May 1, 2017, through April 30, 2018, pay to the SHERIFF an annual fee of $613,054 payable in equal monthly installments of $51,087 payable on the fifteenth (15th) day of each month.

D. Notify the SHERIFF in writing of any intent to increase the number of patrol hours and obtain the approval of the SHERIFF and COUNTY prior to the effective date of any increased service. The cost for each eight and one-half additional hours of increased patrol services provided in the VILLAGE for each day of the year shall be per the agreed upon monthly rate as referenced above in Section 2 (A- C);

E. Maintain orientation materials for the citizens of the VILLAGE concerning the police services in coordination with the SHERIFF;

F. 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 furnishings, 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;

G. Provide to the SHERIFF appropriate citation books and/or forms for the enforcement of VILLAGE ordinances;

H. 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

I. Hereby authorize the SHERIFF to enforce Village ordinances within the VILLAGE, and the SHERIFF acknowledges and accepts such authorization and agrees to enforce public safety ordinances as provided under the terms of this agreement.

3. Indemnity an d Insurance

A. The VILLAGE 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 validity of a VILLAGE ordinance that the SHERIFF is asked to enforce pursuant to this Agreement. For all other actions or disputes that arise in connection with or as a result of this Agreement, the VILLAGE, the COUNTY, and the SHERIFF agree that each party will be responsible for defending their own respective entity in said action or dispute and that each party will be responsible for bearing their own costs, damages, losses, expenses and/or attorney's fees.

B. Each party shall provide evidence of current insurance, and/or self-insurance, law enforcement liability, auto liability and general liability coverage to the other party and shall provide the other party notification of any substantial and/or significant changes in its respective insurance coverage(s) within 30 days of said significant change.

3. The Parties Agree:

A. This Agreement may be terminated with or without cause by either party upon one hundred eighty (180) 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 effect 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.

B. The term of this Agreement shall be for three (3) years, commencing upon May 1, 2015, and ending April 30, 2018.

C. 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.

D. 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.

E. This Agreement shall not prevent the VILLAGE from hiring additional police service form the SHERIFF by separate agreement 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 personal 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: Chief of Operation 25 South Martin Luther King Avenue Waukegan, Illinois 60085
(3) If to the VILLAGE:	Village of ATTN: Long Grove, IL

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.

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 _____day of _____, A.D., 2015.

COUNTY OF LAKE

By:

_____

Aaron Lawlor, Chairman

ATTEST: _____

Carla Wyckoff, County Clerk

_____

Mark C. Curran, Jr. Sheriff

DATED THIS _____ DAY OF _____,A.D., 2015.

VILLAGE OF LONG GROVE

By:

_____

Village President

ATTEST: _____

Village Clerk

LCSO Patrol Contract 2015 Long Grove	Hourly Rate
Contract Detail - Using Highway Patrol Deputy Average Wage Hourly Rate - 1 Officer	
Cost Category	
Salary	
Leave Time	
Wages Total	**45.0800**
Indirect Costs	
Overhead Total	**5.3897**
Vehicle Purchase	
Vehicle O & M	
Uniform Items	
Vehicle & Equip. Total	**8.5860**
Retirement - SLEP	
Retirement - FICA	
Health Insurance	
Life Insurance	
Dental Insurance	
Unemployment Ins	
Workers Comp Ins	
Retirement & Ins. Total	**25.6860**
Liability Insurance	
Liability Total	**1.2779**
CID Costs	1.5395
Dispatch	0.5200
Court OT	2.7371
Total Hrly Rate	90.8162
	90.8200

LCSO Patrol Contract 2016 long grove	Hourly Rate
Contract Detail - Using Highway Patrol Deputy Average Wage Hourly Rate - 1 Officer	
Cost Category	
Salary	
Leave Time	
Wages Total	**46.8300**
Indirect Costs	
Overhead Total	**5.5900**
Vehicle Purchase	
Vehicle O & M	
Uniform Items	
Vehicle & Equip. Total	**8.9000**
Retirement - SLEP	
Retirement - FICA	
Health Insurance	
Life Insurance	
Dental Insurance	
Unemployment Ins	
Workers Comp Ins	
Retirement & Ins. Total	**26.7000**
Liability Insurance	
Liability Total	**1.3200**
CID Costs	2.1500
Dispatch (salary plus 5x)	0.5900
Court OT	2.7371
Total Hrly Rate	94.8171
	94.8200

LCSO Patrol Contract 2017 Long Grove	Hourly Rate
Contract Detail - Using Highway Patrol Deputy Average Wage Hourly Rate - 1 Officer	
Cost Category	
Salary	
Leave Time	
Wages Total	**48.7000**
Indirect Costs	
Overhead Total	**5.8000**
Vehicle Purchase	
Vehicle O & M	
Uniform Items	
Vehicle & Equip. Total	**9.2800**
Retirement - SLEP	
Retirement - FICA	
Health Insurance	
Life Insurance	
Dental Insurance	
Unemployment Ins	
Workers Comp Ins	
Retirement & Ins. Total	**27.7700**
Liability Insurance	
Liability Total	**1.3500**
CID Costs	2.2300
Dispatch (total)	0.8100
Court OT	2.8460
Total Hrly Rate	98.7860
	98.8000