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 COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, AD, 2004 SESSION
APRIL 12, AD, 2005

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Law and Judicial and Financial and Administrative Committees present herewith a Joint Resolution authorizing the use of a model intergovernmental agreement agencies of the Federal Government for use of the Lake County Shooting Range, and request its adoption.

Respectfully submitted,

<u>Audrey Nyson</u> Chair	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>	<u>[Signature]</u> Chair	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
<u>[Signature]</u> Vice-Chair	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>	<u>[Signature]</u> Vice-Chair	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
<u>Steph E. Larson</u>	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>	<u>[Signature]</u>	Aye <input type="checkbox"/> Nay <input type="checkbox"/>
<u>Samuel D. Henderson</u>	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>	<u>Carol Calahorra</u>	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
<u>Carol Calahorra</u>	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>	<u>Robert Sabourin</u>	Aye <input type="checkbox"/> Nay <input checked="" type="checkbox"/>
<u>Juan L. Gundermat</u>	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>	<u>[Signature]</u>	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
<u>Andy Cole</u> Law & Judicial Committee	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>	<u>[Signature]</u> Financial & Administrative Committee	Aye <input type="checkbox"/> Nay <input checked="" type="checkbox"/>

RESOLUTION

WHEREAS, The County currently has a model agreement in place for intergovernmental use of the shooting range requiring the signature of the Sheriff, the Risk Manager and the County Board Chair; and

WHEREAS, from time to time, agencies of the Federal government have inquired about the use of the Lake County Shooting Range; and

WHEREAS, The current model agreement contains language that is not appropriate for agencies of the Federal Government, including reference to required insurance; and

WHEREAS, The State's Attorney's Office has modified the current model agreement to develop an agreement that is appropriate for Federal Agencies.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the Board and the Sheriff are hereby authorized to execute agreements with the Federal agencies using the attached model shooting range agreement.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 12th day of April 2005.

**INTERGOVERNMENTAL AGREEMENT FOR
UTILIZATION OF THE LAKE COUNTY SHERIFF'S
SHOOTING RANGE**

This Intergovernmental Agreement is entered into by and between the County of Lake, a unit of local government of the State of Illinois hereinafter referred to as the "County", the Sheriff of Lake County, Illinois hereinafter referred to as the "Sheriff", and the _____, an agency of the United States federal government hereinafter referred to as the "Federal Agency."

WHEREAS, the County owns and the Sheriff operates an outdoor shooting range known as the "Lake County Sheriff's Firearms Training Facility" hereinafter also referred to as the "Facility"; and

WHEREAS, selected employees of the Sheriff are certified by the Illinois Law Enforcement Training Standards Board to serve as range officers for the purpose of administering and teaching small arms weapons training and safety; and

WHEREAS, the Federal Agency is desirous of contracting with the County and the Sheriff to utilize the Facility for training and the Sheriff and County are willing to provide that access pursuant to the terms outlined herein: and

WHEREAS, the County and Sheriff are authorized pursuant to the Constitution of the State of Illinois (Ill. Const. Art VII, sec. 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements with any agency of the United States to perform jointly any governmental purpose except where specifically or expressly prohibited by law; and,

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree that the Federal Agency listed above shall be allowed to use the Lake County Sheriff's Firearms Training Facility subject to the following terms and conditions:

1. The Sheriff shall provide a Certified Range Officer, to be present during any and all training sessions. The Sheriff's Range Officer shall have the express right and authority to control and direct all operations of the Facility at all times. Upon written approval by the Sheriff, the Federal Agency may supply its

own range officers to conduct training so long as those officers are federal employees who have been certified as instructors by a Federal Law Enforcement Agency.

2. The Federal Agency's use of the Facility shall be limited to those individuals who are currently and actively employed with that Federal Agency.
3. The parties agree that no individual shall be allowed to use, train or shoot at the Facility unless that individual has read and by signature agreed to abide by the attached Lake County Sheriffs Firearms Training Facility Standard Operating Procedures (S.O.P.) attached hereto as Exhibit "A" and incorporated herein. Individuals who fail to abide by and/or sign the S.O.P, may be prohibited from using the Facility by the Sheriff or his designee.
4. The Certified Range Officer shall orient all persons who desire to use, train or shoot at the Facility as to:
 - a. Safety Rules and Regulations;
 - b. General Range Information;
 - c. Facilities and Equipment; and
 - d. Rules of Conduct.
5. The Sheriff or his designee shall be the contact person for receiving queries, complaints, and commendations for services provided under this Agreement. In the event of a dispute between the parties as to the extent of service, or performance pertaining to the operation of this Agreement, the determination of the Sheriff shall be final and conclusive.
6. The days and times of shooting range operation and the scheduling of training and related activities at the Facility shall be determined by the Sheriff. No shooting shall be permitted on Sundays. The Sheriff further reserves the right to limit the number of individuals on site at the Facility at any time.
7. The Sheriff shall bill the Federal Agency monthly for use of the Facility in accordance with the rates cited herein. The Federal Agency shall then pay the Sheriff within forty-five days of receipt of billing. Failure of the Sheriff to bill in a timely manner shall not effect a waiver of the Federal Agency's obligation to pay.

- a. The Federal Agency shall pay the Sheriff \$75.00 per hour for use of the Facility when the Federal Agency utilizes a Range Officer approved by the Sheriff but not in the employ of the Sheriff. There will be no additional charge assessed for specialized equipment such as decision making course of fire or use of steel reactive targets.
 - b. The Federal Agency shall pay the Sheriff \$90.00 per hour for use of the Facility when the Federal Agency utilizes a Certified Range Officer in the employ of the Sheriff. There will be no additional charge assessed for specialized equipment such as decision making course of fire or use of steel reactive targets.
 - c. The billing rates cited above shall be subject to annual review and adjustment based on the cost of operating the Facility.
8. The Federal Agency shall provide its own weapons, ammunition, ear protection, eye protection, body armor and cleaning equipment.
 9. The Federal Agency shall pay for and/or replace any property or equipment damaged while utilizing the shooting range.
 10. The Federal Agency agrees that it will be liable for any damages, loss of property, personal injuries or death that result from or are otherwise caused by the negligent or wrongful acts or omissions of the Federal Agency, its officers, agents and employees during the use of the Facility or in the performance of this Agreement.
 11. The term of this Agreement shall be for a period of three years, provided however, that either party shall have an absolute right to terminate this Agreement at will upon thirty (30) days written notice to the other party.
 12. The Federal Agency warrants that the person executing this Agreement on behalf of the Agency is duly authorized to execute the Agreement and bind the Federal Agency to all terms and conditions hereunder.
 13. The foregoing constitutes the entire Agreement between the parties. This Agreement is not valid and binding unless and until it is executed by both parties.
 14. This Agreement may be amended by mutual written agreement, signed and executed with the same formality with which this instrument was executed:

IN WITNESS WHEREOF, the County of Lake by a Resolution duly adopted by the **County Board of Lake County** causes this Agreement to be signed by its **Chairman** and **Sheriff** and attested to by its **Clerk**, and the **Federal Agency** has caused this Agreement to be executed and attested by the appropriate officials, all on the day and year hereafter written.

COUNTY OF LAKE

Date: _____

By: _____

**Suzi Schmidt, Chairman
Lake County Board**

SHERIFF

By: _____

**Gary Del Re
Lake County Sheriff**

Attest: _____

**Willard R. Helander
Lake County Clerk**

FEDERAL AGENCY

By: _____

Title: _____

Name of Agency: _____



EXHIBIT "A"

LAKE COUNTY SHERIFF'S FIREARMS TRAINING FACILITY STANDARD OPERATING PROCEDURES

SAFETY RULES AND REGULATIONS/GENERAL RANGE INFORMATION

The Objective of the Lake County Sheriff's Firearms Training Facility is to develop law enforcement officers/students into safe and competent gun handlers. It is the officer's/student's responsibility to conduct themselves in a mature manner and use common sense in the safe handling procedures with all duty related weapons and/or equipment. The following range rules and firearms safety standards will be adhered to by everyone engaged in firearms training while at the facility; an item not clearly understood should be brought to the attention of an instructor for further explanation. Infractions of, or disregard for, firearms safety will be dealt with promptly and firmly by firearms staff personnel. Your signature for the Firearm Training Facility Standard Operating Procedures, signifies that you have received, read, and understand these rules and regulations.

PART I SAFETY RULES AND REGULATIONS

1. Each time a weapon is picked up for any purpose, point the weapon in safe direction, open the action and make a **VISUAL** and **PHYSICAL** inspection to insure that it is unloaded. Never trust your memory, and consider every weapon as loaded until you have personally proven otherwise. Never turn in or accept a weapon unless the cylinder or action is open.
2. Do not leave a loaded weapon unattended. Unholstered weapons will have cylinders or actions open at all times when not being fired. Shotguns will have the action bar to the rear, port side up, and rifles will have the bolt locked to the rear, ejection port up, with safeties in the safe position.

EXHIBIT "A"

SPECIAL WEAPONS

- a. **Semi-Automatic** - When not holstered a semi-automatic will be carried with the **MAGAZINE REMOVED. THE SLIDE LOCKED TO THE REAR**, the muzzle pointed down, with the strong hand holding it by the grip.
 - b. **Revolver** - when not holstered, the **CYLINDER** will be in the **OPEN POSITION** with the strong hand holding it by the grip.
 - c. **Shotgun** - When transporting a shotgun, the weapon will be carried in a port arms position, muzzle up, with the **ACTION OPEN** and the **SAFETY ON**.
 - d. **Rifle** - When transporting a Rifle the magazine will be removed, the **BOLT LOCKED OPEN** with the **SAFETY ON**. The weapon will be carried in a port arms position, muzzle up.
 - e. **UZI** - When transporting the Uzi, the **MAGAZINE** will be removed, the **BOLT CLOSED** and the **SAFETY ON**.
 - f. **MP-5** - when transporting the MP-5, the **MAGAZINE** will be removed, the **BOLT LOCKED OPEN** with the **SAFETY ON**. The weapon will be carried in a port arms position, muzzle up.
3. Do not place your fingers within the trigger guard until you are pointing the weapon at the target. This is especially important **WHEN DRAWING THE WEAPON FROM THE HOLSTER**.
 4. Do not load until the command is given. **NEVER** anticipate a command.
 5. The muzzles of all weapons will be pointed downrange at all times when not holstered, and at no time will point over the top of the impact berms while shooters are on the firing line.
 6. Do not handle a weapon on the firing line while there is someone down range. Dry firing is allowed only on the firing line under the supervision of an instructor.
 7. No conversations are allowed between students while on the firing line during a course of instruction or firing drill.
 8. If you drop a weapon accidentally, report this fact to an instructor who will immediately inspect the weapon to insure that it can function. **DO NOT PICK IT UP** but let it lie and notify an instructor.

EXHIBIT "A"

9. The action on all weapons will be open when being carried to and from the firing line and while in the classroom (or the weapon will be holstered/cased).
10. Never bend over to retrieve dropped ammunition/magazines during loading or unloading procedures. You will be permitted to do so after the line has been declared safe. You will then be instructed when to pick up speed loaders, loading strips, magazines or other dropped equipment.
11. Holstered weapons will be secured with holsters snapped at all times except while in the process of drawing a weapon.
12. Do not **SMOKE, EAT or DRINK** on the firing line.
13. Do not remove any live ammunition from the range. All unfired rounds will be returned to an instructor after the day's firing has been completed, with the exception of that ammunition which has been issued for duty use.
14. Anytime you observe an unsafe act which endangers someone, you have the responsibility to call a "**CEASE FIRE**", and report the incident to an instructor.
15. Any injury sustained during firearms training, regardless of how minor it may seem, will be reported to an instructor immediately to assure that proper paperwork regarding the injury is documented.
16. For your protection, it is **MANDATORY** that all students wear **EYE PROTECTION, EAR PROTECTION** and **BODYARMOR** while engaged in live fire on the range.
17. When you are instructed to step up to the firing line remain there unless told to do otherwise.
18. Do not turn around on the firing line or look behind you.

PART II GENERAL RANGE INFORMATION

1. Staple guns should always be handled carefully and should not be thrown on the ground as this causes damage to the gun requiring replacement. Do not put your hands behind the target backing when stapling targets.
2. Complete First-Aid/Trauma kits are available at the range.
3. All shooters are responsible for policing brass after completing the training/firing exercise. Brass buckets will be provided on the range. Range clean up and policing of brass should only be done when directed to do so by an instructor.

WEAPONS

1. Prior to being used on the firing line, or for any exercise, all weapons will be inspected by a designated range instructor.
2. All weapons are expected to be clean and in proper working condition prior to being used on the firing line or for any exercise.
3. All support equipment will be inspected and will be in proper working condition prior to being used on the firing line or for any exercise.
4. It is the responsibility of each individual to provide their own cleaning equipment for the purposes of cleaning their respective weapons at the completion of the training exercise.
5. It is the responsibility of each individual to provide proper clothing according to weather conditions on the day the training is taking place.

FACILITIES AND EQUIPMENT

1. All shooters/students and visitors are asked to park their vehicles in the designated parking lot.

2. All shooters/students and visitors must check in with a designated range instructor and sign the daily range log. Observers are only allowed in designated areas on the range and must wear eye protection and ear protection.
3. Telephones are provided for official calls only.
4. Restrooms are provided. Please advise an instructor if restrooms are not in order.
5. Smoking, eating and drinking are permitted in designated areas only. Push chairs under table when leaving classroom. Do not leave paper, trash or personal belongings on the tables when leaving classroom.
6. Range equipment is not to be abused. Do not step on target turners or target frames. Paper targets should be secured so that the wind will not blow them about the range. Any broken equipment should be reported to an instructor immediately.
7. Live ammunition/loaded weapons are not to be taken into the classroom. Clearing barrels located inside the main gate are to be used to clear all weapons prior to entering the classroom and reporting to a range instructor.
8. Only factory loaded ammunition will be allowed during any training exercise for all makes, models and calibers of those weapons that are being utilized. Reloaded, outdated or old ammunition is **PROHIBITED**.
9. All weapons that are currently being utilized by law enforcement agencies are allowed for use on the firearms training facility. Any exotic type weapons/calibers must be approved by the Senior Range Officer or Director of Training for the Lake County Sheriff's Police, prior to being used on the training facility. Ally tear gas, O.C. gas, or smoke grenades must also be approved prior to being used on the training facility.
10. All weapons being utilized for any training exercise **MUST BE LOGGED** in by make, model, serial number and caliber on the daily log in sheet.

RULES OF CONDUCT

1. No use or possession of alcohol or drugs is permitted either on the site or prior to entry thereto.
2. No unsafe acts or horseplay are permitted at any time.

3. Stay on walkways at all times unless otherwise directed by the range instructor in charge.
4. The driving of vehicles on the range will only be allowed at the direction of a range instructor.
5. No one is permitted on to the firing line without being instructed to do so by the range instructor in charge. Firing of weapons can occur only after the range instructor in charge declares the range "open" and "commence firing". The range instructor in charge must declare the range "closed" before entrance on to the firing line is permitted.

SCHEDULING RANGE DATES (Outside Agencies)

1. Any agency that holds a current contract with the County of Lake for use of the Firearms Training Facility and wishes to reserve training dates must contact the following: **The Lake County Sheriff's Firearms Training Facility at (847)395-3042. If there is no answer, please contact the Lake County Sheriff's Training Division at (847) 377-4350.**
 2. Agencies wanting to schedule dates and times for training must reserve those dates two weeks in advance of the actual training.
 3. Agencies will be billed within 30 days of the completed training. A copy of the billing and log in sheet indicating the number of shooters which attended that particular training, the number of hours of that training, the type of weapons used, weather conditions and the name of the firearm instructor/s will be sent to the respective agencies.
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I have read the above S.O.P. and by signature agree to abide by the S.O.P. at all times while using the Lake County Sheriff's Firearms Training Facility.

Signature: _____

Printed name: _____

Title: _____

Date: _____