

DISTRIBUTION
County Board
Treasurer
Sheriff
County Administrator

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
REGULAR SEPTEMBER, AD, 2005 SESSION
SEPTEMBER 13, 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 Chair of the Board and the Sheriff to execute an intergovernmental agreement with the Village of Bannockburn for use of the Lake County Shooting Range, and request its adoption.

Respectfully submitted,

<u>Audrey Tyson</u> ✓	Aye	Nay	<u>[Signature]</u> X	Aye	Nay
Chairman			Chairman		
<u>Randy Wilson</u> ✓			<u>[Signature]</u> X		
Vice-Chairman			Vice-Chairman		
<u>Jamelee D. Webb</u> ✓			<u>[Signature]</u> ✓		
<u>Susan L. Swenker</u> ✓			<u>Robert Sabony</u> ✓		
<u>Carol Balahesa</u> ✓			<u>Carol Balahesa</u> ✓		
<u>Steph E. Cash</u> ✓			<u>Steph E. Cash</u> ✓		
<u>Sandy Cole</u> ✓			<u>[Signature]</u> X		
Law & Judicial Committee			Financial & Administrative Committee		

RESOLUTION

WHEREAS, the Lake County Board has authorized the use of the Lake County Shooting Range by other governmental entities pursuant to the execution of an intergovernmental agreement; and

WHEREAS, the Village of Bannockburn has requested that they be allowed to use the shooting range pursuant to the execution of an Intergovernmental Agreement; and

WHEREAS, the Sheriff and your Law & Judicial and Financial & Administrative Committees recommend that this governmental entity be allowed to use the shooting range.

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 the attached shooting range agreement with the Village of Bannockburn.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 13th day of September 2005.

Routing slip for Intergovernmental Agreements for
Use of the Sheriff's Firearms Facility:

After Sheriff Del Re executes document, please
Route to the following:

(Please initial here
before forwarding)

1. Peter Austin, County Administrator's Office _____
2. Dane Mall, Risk Management (review insurance) _____
3. Suzi Schmidt, County Board Chairman (sign) _____
4. Willard Helander, County Clerk (attest) _____
5. Peter Austin, County Administrator's Office (copy) _____
6. Undersheriff Gary Stryker _____

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

This Agreement by and between the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", the Sheriff of Lake County, hereinafter referred to as the "SHERIFF", and **BANNOCKBURN POLICE DEPARTMENT** municipal corporation, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the COUNTY owns and the SHERIFF operates an outdoor shooting range and selected SHERIFF employees are qualified as range officers for the purpose of administering and teaching small arms weapons training and safety; and

WHEREAS, the CONTRACTOR is desirous of contracting with the COUNTY and the SHERIFF to utilize the shooting range and its facilities and equipment for training purposes; and,

WHEREAS, the COUNTY, SHERIFF and CONTRACTOR are authorized by state statute to enter into intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could do singularly.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree that CONTRACTOR shall be allowed to utilize the shooting range subject to the following terms and conditions:

1. The SHERIFF, or the CONTRACTOR with prior written approval of the SHERIFF, shall provide a Certified Range Officer, certified by the Illinois Law Enforcement Training Standards Board, to be present during any and all training sessions. The Certified Range Officer shall have the express right and authority to control and direct all operations of the shooting range at all times.
2. The shooting range shall be operated in accordance with the Lake County Sheriffs Firearms Training Facility **Standard Operating Procedures (S.O.P.)** attached hereto as Exhibit "A" and incorporated herein.

No person shall be allowed to use, train or shoot on the shooting range until that person has first read the S.O.P. and by signature agreed to abide by the S.O.P.

3. The Certified Range Officer shall orient all persons who desire to use, train or shoot at the shooting range as to:
 - a. Safety Rules and Regulations;
 - b. General Range Information;
 - c. Facilities and Equipment; and
 - d. Rules of Conduct.
4. 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.
5. The days and times of shooting range operation and the scheduling of training and related activities at the shooting range shall be determined by the SHERIFF. No shooting shall be permitted on Sundays.
6. The SHERIFF shall bill the CONTRACTOR monthly for use of the shooting range in accordance with the rates cited herein. The CONTRACTOR shall pay within forty-five days of receipt of billing. Failure of the SHERIFF to bill in a timely manner shall not effect a waiver of CONTRACTOR'S obligation to pay.
 - a. The CONTRACTOR shall pay to the COUNTY **\$75.00** per hour for use of the shooting range when the CONTRACTOR utilizes a Certified Range Officer not in the employ of the SHERIFF.
 - b. The CONTRACTOR shall pay to the COUNTY **\$90.00** per hour for use of the shooting range when the CONTRACTOR utilizes a Certified Range Officer in the employ of the SHERIFF.
 - c. The billing rates cited above shall be subject to annual review and adjustment based on the cost of operating the shooting range.
7. The CONTRACTOR shall provide its own weapons, ammunition, ear protection, eye protection, body armor and cleaning equipment.
8. The CONTRACTOR shall pay for and/or replace any property or equipment damaged while utilizing the shooting range.

9. The CONTRACTOR agrees to indemnify, and save harmless and defend the COUNTY and SHERIFF, its officers, agents, and employees against all liability of any kind whatsoever resulting from the acts or conduct of the CONTRACTOR, its agents or representatives or employees in the performance of this agreement or in furtherance thereof.

10. Insurance Requirements:

a. The CONTRACTOR shall annually provide to the COUNTY certificates of insurance detailing the actual coverages in force and effect during the term of this agreement. All Certificates of insurance must be accompanied by a separate endorsement which designates as an additional insured the "Sheriff and its officers, agents, and employees; Lake County and its officers, agents, and employees". This endorsement must be signed by an officer of the Insurance Company issuing the policy or by an authorized, representative agent of that Insurance Company. The additional insured endorsement shall be provided under ISO (Insurance Services Office) additional insured endorsement CG 20 26 11 85 or it equivalent.

b. Limits of Liability

Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

Workers Compensation & Employers Liability

Statutory Limits	Statutory Limits
Disease- Policy Limit	\$2,000,000
Disease-Each Employee	\$1,000,000

Automobile Liability

Combined Single Limit	\$2,000,000
Bodily Injury (per accident)	\$2,000,000
Bodily Injury (per person)	\$1,000,000

- c. The Certificate will certify that insurance policies required shall contain a provision that coverages afforded under the policies will not be cancelled or non-renewed until the required written notice has been given to the COUNTY and SHERIFF. A mere intent to notify the COUNTY and SHERIFF is not acceptable.
- d. Any acceptance of insurance certificates by the COUNTY and SHERIFF shall in no way limit or relieve the CONTRACTOR of the duties and responsibilities assumed by the CONTRACTOR.
- e. Acceptance of insurance certificates not in compliance with the provisions of these requirements by the COUNTY or SHERIFF shall not effect a walver of these requirements.

- f. If the CONTRACTOR is self-insured, the CONTRACTOR shall provide, through qualified legal counsel, a provision to be inserted that indicates the protection afforded the COUNTY and SHERIFF will be equivalent of the insurance protection required in the above requirements. The COUNTY and SHERIFF are not obliged to accept self-insurance by the CONTRACTOR in lieu of any of all of the insurance policies or coverages delineated above.
- g. Certificates of Insurance shall be sent to the Training Division; Lake County Sheriff's Office; 25 S. Utica Street; Waukegan, IL 60085. The initial certificate of insurance shall accompany the executed copy 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 upon thirty (30) days written notice to the other.
12. The CONTRACTOR may accept the terms and conditions of this Agreement only by Resolution or Ordinance duly adopted by its legally recognized governing body or board.
13. The foregoing constitutes the entire Agreement between the 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 **CONTRACTOR** by order of its Board 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**

By: _____
Gary Del Re
**Gary Del Re
Lake County Sheriff**

Attest: _____
**Willard R. Helander
Lake County Clerk**

CONTRACTOR:

Date: 8-11-2005

By: _____
Karl Tracy
Title: Chief of Police

Attest: Linda McCallister
Deputy **Municipal Clerk:**



CERTIFICATE OF COVERAGE

MEMBER: Village of Bannockburn

COVERAGE TERM: November 1, 2004 to November 1, 2005

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member.

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1970 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 746 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.

COVERAGES: This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

Type of Coverage and Limits

Shall not be less than:

General Liability	
Bodily Injury & Property Damage	\$2,000,000 Combined Single Limit
Automobile Liability	
Bodily Injury & Property Damage	\$2,000,000 Combined Single Limit
Workers Compensation	\$30,000,000 per occurrence
Employers Liability	\$1,000,000 per occurrence

REFERENCE: Evidence of coverage for the Intergovernmental Agreement for Utilization of the Lake County Sheriff's Shooting Range between County of Lake; Sheriff of Lake County and the Village of Bannockburn Police Department. The Lake County Sheriff and it's officers, agents, and employees; Lake County and it's officers, agents, and employees are named as additional insured under the General Liability coverage for liability arising out of the above.

TERMINATION: Should the member named above terminate its participation in IRMA prior to November 1, 2005, notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

Authorized Representative of Intergovernmental Risk Management Agency:



Larry Y. Bush, Executive Director

Date: August 2, 2005

CERTIFICATE HOLDER: Lake County Sheriff's Office
Attn: Training Division
25 S. Martin Luther King Jr. Avenue
Waukegan, IL 60085

cc: Kevin Tracz, Village of Bannockburn Police Department