

Agenda Item #

18

DISTRIBUTION
County Board
County Administrator (2)
Sheriff – Business Office
Village of Lake Barrington
Village of North Barrington

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

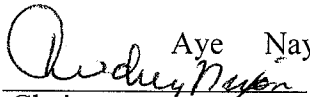
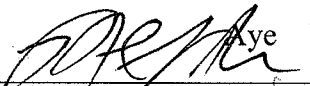
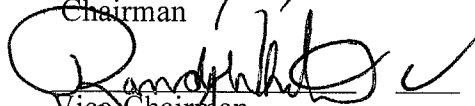
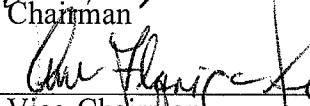
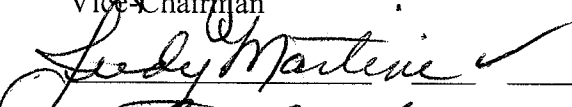
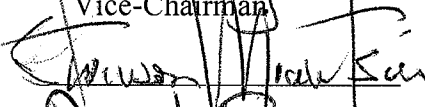
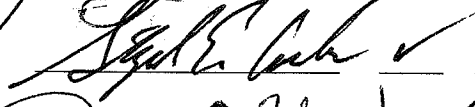



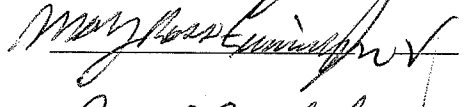
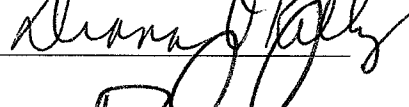

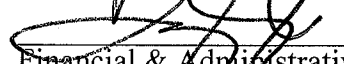
ADJOURNED REGULAR JANUARY, A.D., 2008 SESSION

FEBRUARY 12, A.D., 2008

MADAM CHAIRMAN 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 Villages of Lake Barrington and North Barrington for the purpose of continuing to provide police services to the said Villages, and request its adoption.

Respectfully submitted,

	Aye	Nay		Aye	Nay	
 Chairman		<input checked="" type="checkbox"/>		 Chairman		<input checked="" type="checkbox"/>
 Vice-Chairman	<input checked="" type="checkbox"/>			 Vice-Chairman	<input checked="" type="checkbox"/>	
 _____	<input checked="" type="checkbox"/>			 _____		<input checked="" type="checkbox"/>
 _____	<input checked="" type="checkbox"/>			 _____	<input checked="" type="checkbox"/>	
 _____	<input checked="" type="checkbox"/>			 _____	<input checked="" type="checkbox"/>	
 _____	<input checked="" type="checkbox"/>			 _____	<input checked="" type="checkbox"/>	
 Law & Judicial Committee				 Financial & Administrative Committee		<input checked="" type="checkbox"/>

RESOLUTION

WHEREAS, the Villages of Lake Barrington and North Barrington have requested that the Sheriff continue to provide additional police services to the said Villages; and

WHEREAS; the Villages of Lake Barrington and North Barrington have requested the continuation of police services for twenty-four (24) hours per day; and

WHEREAS, the County Administrator's Office and the Sheriff have negotiated an Intergovernmental Agreement with the Villages relative to providing said services.

WHEREAS, the County and the Villages are proposing that the new rate for the patrol service will be \$603,118.21 for the 2008 calendar year, or \$28,899.42 per month for the Village of Lake Barrington and the remaining \$21,360.44 paid monthly by the Village of North Barrington. The annual fee shall be increased each year during the term of this agreement at the rate of four percent (4%) per year over the prior year starting with the monthly installment that is due on the fifteenth (15th) day of January; and

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 an Intergovernmental Agreement with the Villages of Lake Barrington and North Barrington for the purpose of continuing to provide additional police services in the Villages, effective January 1, 2008.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to forward a certified copy of this Resolution to the Villages of Lake Barrington, North Barrington and the Lake County Sheriff.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 12h day of February, A.D., 2008.

**INTERGOVERNMENTAL AGREEMENT
FOR CONTRACT POLICE SERVICES BY AND AMONG THE
VILLAGE OF LAKE BARRINGTON, THE VILLAGE OF NORTH BARRINGTON
THE COUNTY OF LAKE, AND THE LAKE COUNTY SHERIFF**

THIS AGREEMENT made and entered into by and among 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", the Village of Lake Barrington, a municipal corporation within the boundaries of the County of Lake, and the Village of North Barrington, a municipal corporation within the boundaries of the County of Lake, hereinafter collectively referred to as the "VILLAGES":

WHEREAS, the COUNTY and the VILLAGES are each authorized by the terms and provision of 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; and

WHEREAS, the VILLAGES have determined that there presently exists a need to continue the police services to the VILLAGES by the County and the Sheriff; and

WHEREAS, the SHERIFF is willing to continue to provide said police services for a fee; and

WHEREAS, the VILLAGES are desirous of continuing to contract with the COUNTY and the SHERIFF to obtain police services in and for the VILLAGES:

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

1. The SHERIFF and COUNTY shall:
 - A. Provide one deputy and one squad car to provide police services exclusively within the limits of the VILLAGES for 24 hours per day, 365 days per year, during the term of this Agreement. Police services include routine patrols, enforcement of state statutes, COUNTY and VILLAGES ordinances, and attendance upon nuisance complaints, including calls concerning animals, unless such animals are dangerous to the public health or safety such as a rabid animal, and the COUNTY and the SHERIFF shall contact the LAKE COUNTY BOARD OF HEALTH/ANIMAL CONTROL to handle any such dangerous animal cases at no additional cost to either of the VILLAGES.
 - B. Bill the VILLAGES on a monthly basis for the cost of providing police service;
 - C. 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 VILLAGES on a monthly basis;
 - D. Respond to emergency law enforcement calls for assistance by the residents of the VILLAGES, where persons or property are subject to danger or immediate harm.
 - E. Provide prompt (same or next day) notification to Village of unusual incidents/emergencies via email;
 - F. Designate to the VILLAGES a contact person for receiving queries, complaints, and commendations for services performed under this Agreement;

- G. Deputies will attempt to make weekly visits to village offices for exchange of information/concerns/status reports with respective village staff;
- H. The Deputy Chief of Highway Patrol (or his designee) will attend an occasional Board meeting of respective villages for the exchange of information/concerns/status reports.
- I. Make the final and conclusive determination in the event of a dispute between the VILLAGES 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;
- J. Determine the level of services to be provided to the VILLAGES 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;
- K. Pay to the VILLAGES all fines and forfeitures for offenses committed within the VILLAGES and enforced by the SHERIFF during the execution of this contractual service, and the SHERIFF shall cooperate in the prosecution thereof. If applicable, all fines and forfeitures resulting from offenses within the VILLAGES that do not occur during performance of this contractual service shall be paid to the COUNTY;
- L. Retain ownership of any and all equipment purchased by the SHERIFF or the COUNTY.

M. The Sheriff's Office will include both village names on the designated patrol cars via magnetic lettering, as mutually agreed upon by the VILLAGES and the SHERIFF.

N. The COUNTY and the SHERIFF shall cause the services of the NORTHERN ILLINOIS CRIME LAB to be provided at no additional cost to the VILLAGES.

2. The VILLAGES shall:

A. Pay to the COUNTY an annual fee of \$603,118.21 in equal monthly installments of \$50,259.86, payable on the fifteenth (15th) day of each month. The Village of Lake Barrington's portion of the monthly installment shall be \$28,899.42 and the remaining \$21,360.44 shall be paid monthly by the Village of North Barrington. The annual fee shall be increased each year during the term of this Agreement at the rate of four percent (4%) per year over the prior year starting with the monthly installment that is due on the fifteenth (15th) day of January;

B. Agree to negotiate any increases in the number of patrol hours they may deem necessary;

C. Establish an orientation program for the citizens of the VILLAGES concerning the police services in coordination with the SHERIFF;

D. Maintain a law enforcement headquarters within the VILLAGES should both parties agree that it becomes necessary, and the VILLAGES 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 VILLAGES, such quarters may be used by the SHERIFF in connection with the provision of police services pursuant to this Agreement.

- E. Provide to the SHERIFF appropriate citation books and/or forms for the enforcement of VILLAGES ordinances;
 - F. Provide the SHERIFF, from time to time, with a listing of such VILLAGES ordinances that the SHERIFF shall enforce during the term of this Agreement;
3. The SHERIFF and the COUNTY shall indemnify and hold harmless the VILLAGES, their trustees, officers, employees and agents from and against any and all claims, demands, suits, actions, and damages, excluding attorney fees, that arise out of actions by the COUNTY, the SHERIFF or their respective officers, agents or employees that result in a judgment being entered against the COUNTY, the SHERIFF or their respective officers, agents or employees.
 4. The SHERIFF shall remain the sole employer of the Lake County Sheriff Deputies performing services within the VILLAGES under this Agreement.
 5. This Agreement may be terminated by either party upon three (3) months advance written notice to the other party.
 6. The term of this Agreement shall be for three (3) years, commencing upon January 1, 2008, and ending December 31, 2010.

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.

DATED THIS _____ day of _____, A.D., 2007.

COUNTY OF LAKE

By: _____
Suzi Schmidt, County Board Chair

Mark C. Curran, Jr., Sheriff of Lake County

ATTEST: _____
Willard Helander, County Clerk

VILLAGE OF LAKE BARRINGTON

By: Kevin Richardson
Kevin Richardson, President

ATTEST: Christie Stearn
Village Clerk

VILLAGE OF NORTH BARRINGTON

By: Bruce Sauer
Bruce Sauer, President

ATTEST: Kim Leno
Deputy Village Clerk

