



Lake County Forest Preserves

General Offices
1899 West Winchester Road
Libertyville, Illinois 60048
847-367-6640 • Fax: 847-367-6649
www.LCFPD.org

DATE: January 9, 2023

Agenda Item # 10.5

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

FROM: John F. Tannahill
Director of Public Safety

RECOMMENDATION: Recommend approval of a Resolution authorizing execution of an Intergovernmental Agreement with the Lake County Sheriff for Firearms Training Facility use.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability.

FINANCIAL DATA: The annual cost to use the firearms training facility is estimated to be \$6,000.00.

BACKGROUND: The Lake County Forest Preserve District Ranger Police Officers currently use the County of Lake facility operated by the Sheriff's Department for firearms qualification and training. Currently, there is no contract in place between the Sheriff and the District related to such use. The Sheriff is requiring that agencies desiring to use the facility enter into a contract with the Sheriff setting forth the parties' relative rights and obligations. The Lake County Sheriff Department contract includes a set of Standard Operating Procedures (SOP) for all outside law enforcement agencies who use the firearms training facility. For the Ranger Police Officers to continue to use the facility, the District must sign the contract and provide proof of current insurance coverage, and individual officers must acknowledge receipt of, and abide by, the SOP.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Manager of Human Resources and Risk, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JANUARY MEETING
JANUARY 18, 2023**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** presents herewith “A Resolution Approving an Intergovernmental Agreement with the Lake County Sheriff (Outdoor Shooting Range)” and requests its approval.

OPERATIONS COMMITTEE:

Date: 1-9-2023 Roll Call Vote: Ayes: ___ Nays: ___
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE LAKE COUNTY SHERIFF FOR THE USE OF
OUTDOOR SHOOTING RANGE**

WHEREAS, the County of Lake (the “County”) owns and the Sheriff’s Department (the “Sheriff”) operates an outdoor shooting range for the purpose of administering and teaching small arms weapons training and safety; and

WHEREAS, the Lake County Forest Preserve District (the “District”) desires to contract with the County and Sheriff to use the shooting range and its facilities and equipment for training purposes; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, the District is authorized to contract or otherwise associate with units of local government and persons and in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, any power, privilege or authority that may be exercised or enjoyed by a public agency, may be exercised and enjoyed jointly with other public agencies, 5 ILCS 220/1 et seq.; and

WHEREAS, Section 8(a) of the Downstate Forest Preserve District Act, (70 ILCS 805/8(a)), authorizes the District to maintain a police force and does not prohibit an agreement with the County or the Sheriff; and

WHEREAS, it is in the District’s best interest to approve and enter into an intergovernmental agreement, in substantially the form attached hereto as Exhibit A (the “Intergovernmental Agreement”);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT:**

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Approval of Intergovernmental Agreement. The Intergovernmental Agreement is hereby approved in the substantially the form attached hereto. The President, Executive Director, and Secretary are authorized and directed, on behalf of the District, to execute and attest to the Intergovernmental Agreement, in substantially the form attached hereto, and whatever other documents are necessary to effectuate the transactions contemplated by the Intergovernmental Agreement.

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 _____ day of _____, 2023

AYES:

NAYS:

APPROVED this _____ day of _____, 2023

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary

Exhibit No. _____

Firearms Training Facility
15900 W. Russell Rd. - Zion, Illinois
847-395-3042
SheriffsTraining@lakecountyil.gov

LAKE COUNTY
SHERIFF
Training Section



USER AGREEMENT

This Agreement is entered into this 18 day of January, 2023, by and between the Lake County Sheriff's Office ("Sheriff") and Lake County Forest Preserve District ("Agency"). In consideration of the mutual covenants contained herein, the Parties agree as follows:

This Lake County Sheriff's Firearms Training Facility User Agreement ("Agreement") is intended to provide the Agency with access to the Lake County Sheriff's Firearms Training Facility ("Facility") including the shooting range, equipment and classroom for training purposes.

The Facility shall be operated in accordance with the Lake County Sheriff's Firearms Training Facility Standard Operating Procedures ("S.O.P.") attached as Exhibit A and incorporated herein. No one will be allowed to use, train or shoot on the Range until they have read and agreed by signature to abide by the S.O.P.

A Sheriff's employee shall be present at all times during the Agency's use of the Facility. The Sheriff's employee shall orient the Agency using the Facility as to the S.O.P.: Safety Rules and Regulations; General Range information; Facilities and Equipment; and Rules of Conduct. The Agency shall inform all its employees of this information. A Certified Range Officer, certified by the Illinois Law Enforcement Training Standards Board, must be present when the shooting range at the Facility is in use for training. The Agency may provide its own Certified Range Officer with prior written approval by the Sheriff. That written approval shall be attached to this Agreement.

The Agency shall provide its own weapons, ammunition, ear protection, eye protection, body armor, cleaning equipment, target, and glue. The Agency shall pay for and/or replace any property or equipment damaged while using the Facility.

The days and times of Facility operation and scheduling of training and related activities shall of be determined by the Sheriff. Shooting is not allowed after 9:00pm. The Facility shall not be open on Sundays.

The Sheriff or his designee may cancel the Agency's scheduled training with at least 48-hours' notice prior to scheduled Facility use, with no penalty.

Any questions, complaints or commendations related to services provided under this Agreement should be directed to the contact person designated by the Sheriff. If a dispute between the Parties as to the extent of service or performance pertaining to the operation of this Agreement arises, the Sheriff's determination shall be final.

BILLING AND PAYMENT

The Agency shall be billed monthly for the use of the Facility and shall deliver payment within 30 days of receipt. The following rates are in effect:

- ❖ \$75.00 per hour of use of the Firearms Training Facility without a Lake County Sheriff's Office Certified Range Officer.
- ❖ \$90.00 per hour of use of the Firearms Training Facility with a Lake County Sheriff's Office Certified Range Officer.

The billing rates cited above shall be reviewed periodically and adjusted when necessary based on the cost of operating the Facility.

INSURANCE AND INDEMNIFICATION

The Agency shall provide a Certificate of Insurance ("COI"), detailing the actual coverages in force and effect during the term of this Agreement. The COI shall be accompanied by a separate endorsement that designates as additional insured the "Lake County Sheriff's Office and its officers, agents, and employees; Lake County and its officers, agents, and employees." The endorsement shall be signed by an officer of the Insurance Company issuing the policy or by an authorized, representative agent of the Insurance Company. Intent to notify the Sheriff is not acceptable or sufficient.

Insurance liability coverage limits are required as follows:

Commercial General Liability	Limits
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	Limits
Combined Single Limit	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Bodily Injury (per person)	\$1,000,000
Workers' Comp (per statute)	Limits
Employers Liability	
Policy Limit	\$1,000,000
Each Employee	\$500,000

Acceptance of COI by the Sheriff shall not limit or relieve the Agency of any duties and responsibilities assumed by the Agency. Acceptance of COIs not in compliance with all requirements stated in the provisions in this Agreement shall not result in any waiver of these requirements.

The COI shall be sent to the Training Section, Lake County Sheriff's Office, 25 S. Martin Luther King Jr. Avenue, Waukegan, Illinois 60085. The initial COI shall accompany this executed Agreement.

The Agency agrees to indemnify and hold harmless and defend the Sheriff and Lake County, their officers, agents, and employees against all liability of any kind whatsoever resulting from the acts or conduct of the Agency, its agents, representatives or employees in the performance of this Agreement.

This Agreement shall be in effect for a period of 1 year from the date entered above; provided however, that either party shall have an absolute right to terminate this Agreement upon thirty (30) days written notice to the other.

The laws of the state of Illinois will govern all legal proceedings arising out of this agreement and jurisdiction shall rest with the Nineteenth Judicial Circuit Court, Waukegan Illinois.

All of the above terms and conditions establish the entire Agreement between the Parties. This Agreement may be amended only by written agreement of the Parties.

By: _____
Agency (signature required)

By: _____

_____, LCSO

EXHIBIT A
LAKE COUNTY SHERIFF'S OFFICE
FIREARMS TRAINING FACILITY
STANDARD OPERATING PROCEDURES

The objective of the Lake County Sheriff's Firearms Training Facility is to develop law enforcement officers into safe and competent gun handlers. It is the officer'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.

The Facility is available solely for use by (1) law enforcement agencies and law enforcement officers currently employed by that agency and (2) retired Illinois law enforcement officers who wish to carry a concealed weapon and, to do so, must complete the required annual application and firearms certification as set out by the Illinois Law Enforcement Training and Standards Board and the Law Enforcement Training Advisory Commission through the Illinois Retired Officer Concealed Carry program and in accordance with state and federal law.

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 ensure it is unloaded. 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.
3. When transporting unholstered weapons:
 - a. Semi-Automatic - The magazine removed, slide locked to the rear, muzzle pointed down, and the strong hand holding it by the grip.
 - b. Revolver - The cylinder will be in the open position with the strong hand holding it by the grip.
 - c. Shotgun - The weapon will be carried in a port arms position, muzzle up, with the action open and the safety on.
 - d. 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. Sub-machine gun - 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.
4. 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.
5. Do not load a weapon until the command is given.
6. The muzzles of all weapons will be pointed downrange when not holstered, and at no time will point a weapon over the top of the impact berms.
7. 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.
8. No conversations are allowed while on the firing line during a course of instruction or firing drill:
9. If you drop a weapon accidentally do not pick it up- let it lay, report it to an instructor who will immediately inspect the weapon to ensure that it can function.
10. The action of 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).
11. 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.
12. Holstered weapons will be secured in the holsters except while in the process of drawing a weapon.

13. Do not smoke, eat, or drink on the firing line.
14. 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.
15. 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.
16. 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.
17. For your protection, it is MANDATORY that all students wear eye protection, ear protection, and body armor while engaged in live fire on the range.
18. When you are instructed to step up to the firing line remain there unless told to do otherwise.
19. Do not turn around on the firing line or look behind you.

II. GENERAL RANGE INFORMATION

WEAPONS

1. Prior to being used on the firing line, or for any exercise, all weapons will be inspected by a designated certified 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 users and visitors are asked to park their vehicles in the designated parking lot.
2. All users 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. First-Aid kits and AED are available at the range.
5. Restrooms are provided.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 Training Officer or Director of Training for the Lake County Sheriff's Police, prior to being used on the training facility. All tear gas, O.C. gas, or smoke grenades must also be approved prior to being used on the training facility.
11. All weapons being utilized for any training exercise must be logged by make, model, serial number and caliber on the daily log in sheet.

12. All shooters are responsible for picking up brass after completing the training/firing exercise. Brass buckets will be provided on the range. Range clean up and cleanup of brass should only be done when directed to do so by an instructor.
13. No shooting is permitted after 9:30 pm – any day.

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.

Sheriff reserves the right to deny immediate and future access for any individuals who violate the rules of conduct or are otherwise a threat to safety and security.

SCHEDULING RANGE DATES (Contracted 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 Firearms Training Facility at (847) 395-3042.
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 for their use of the Firearms Training Facility.