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## VILLAGE OF SUGAR GROVE BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** PATRICK J. ROLLINS, CHIEF OF POLICE  
**SUBJECT:** RESOLUTION: AUTHORIZING AN AGREEMENT FOR POLICE  
SPECIAL EVENT SERVICES AND LIV GOLF, INC. / PAR 5 GROUP  
**AGENDA:** JULY 19, 2023 - BOARD MEETING  
**DATE:** JULY 11, 2023

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### ISSUE

Should the Village enter into an Agreement with LIV Golf, Inc. / Par 5 Group for Police Services.

### DISCUSSION

The Sugar Grove Police Department will be providing police services for the LIV Golf Event from September 18 through September 24, 2023. (The dates are subject to change for set-up and tear down purposes) The Village of Sugar Grove is requesting payment for personnel services and associated costs including equipment and other village owned squad car incidental expenditures incurred during the special event. In addition, the Village of Sugar Grove, if needed may utilize mutual aid officers for additional staffing. The Village of Sugar Grove will invoice LIV Golf, Inc. on behalf of the other officers or agencies for their services for those assignments specific to Sugar Grove PD.

A Special Event Agreement has been prepared for the LIV Golf Event. Specific details on number of officers' needed and specific time frames are still being worked out. The intent of the agreement is to establish an hourly rate of \$95.00 that includes fringe benefits from federal and state taxes, etc., along with incidental costs associated for Village owned squad cars. The Village will invoice LIV Golf, Inc./Par 5 Group after the conclusion of the event and demand payment within 30 days.

### COST

Total costs for attorney review and administrative personnel time is approximately \$700. Charges are anticipated to off-set costs incurred during the event. Costs for staff time in preparation for the event will not be recouped.

**RECOMMENDATION**

Staff recommends that the Village Board approve Resolution 2023-0718PD, authorizing a Special Event Agreement with LIV Golf, Inc., the event organizer, subject to attorney review.



**VILLAGE OF SUGAR GROVE  
KANE COUNTY, ILLINOIS**

**Resolution No. 2023-0718PD**

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**A Resolution Approving an Agreement with LIV Golf, Inc./ Par 5 Group  
For Police Special Event Services  
Village of Sugar Grove,  
Kane County, Illinois**

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Adopted by the  
Board of Trustees and President  
of the Village of Sugar Grove  
this 18th day of July, 2023.

Published in Pamphlet Form  
by authority of the Board of Trustees  
of the Village of Sugar Grove, Kane County,  
Illinois, this 18th day of July, 2023.

**RESOLUTION 2023-0718PD**  
**A RESOLUTION APPROVING AN AGREEMENT WITH LIV GOLF, INC. FOR**  
**POLICE SPECIAL EVENT SERVICES FOR VILLAGE OF SUGAR GROVE,**  
**KANE COUNTY, ILLINOIS**

**BE IT RESOLVED**, by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois as follows:

**WHEREAS**, LIV Golf, Inc. / Par 5 Group has requested the Village of Sugar Grove Police Department provide Special Event Services; and

**WHEREAS**, the Village of Sugar Grove Board has determined that it is in the best interests of the Village to enter into the Special Event Agreement herein attached as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Sugar Grove, as follows:

1. That Village President Jennifer Konen or her designee is hereby authorized to sign all Agreement forms and documents.
2. That Village President Jennifer Konen or her designee is hereby authorized to amend or modify said Agreement

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 18th day of July, 2023.

**REPEALER:** All resolutions or portions thereof in conflict with this resolution are hereby repealed.

**SEVERABILITY:** Should any provision of this resolution be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this resolution.

**EFFECTIVE DATE:** This resolution shall be in full force and effect on and after its approval and passage.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois this 18<sup>th</sup> day of July, 2023.

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Jennifer Konen  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane County, Illinois

ATTEST: \_\_\_\_\_  
Alison Murphy  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Village President Jennifer Konen	_____	_____	_____	_____

## **SPECIAL EVENT AGREEMENT 23-01**

### **VILLAGE OF SUGAR GROVE AND LIV Golf, Inc. / Par 5 Group**

The Village of Sugar Grove Police Department (“VofSGD”), and LIV Golf, Inc. / Par 5 Group (“Contractor”) hereby agree to the following conditions and provisions:

#### **I. PURPOSE**

The Contractor desires additional police officer services of VofSGPD, for special extra-duty police details for LIV Golf Chicago Invitational (“Special Event”). VofSGPD personnel (and mutual aid officers if needed based on staffing) will, as available, provide police services on a hire-back basis.

#### **II. SCOPE AND NATURE OF SERVICES**

VofSGPD officers (and mutual aid officers if need based on staffing) will provide a visible police presence, general police services and take enforcement action as appropriate in and around the site of Special Event. Assignment of VofSGPD officers will be made in accordance with VofSGPD policy, collective bargaining agreement requirements, and commitments under this Agreement. The Special Event will be staffed as available manpower permits and VofSGPD may supplement mutual aid officers for additional staffing purposes. Any special requirements or services shall be described in an attachment to this Agreement.

**Date:** September 18 through September 24 (subject to change)

**Time:** 24 hours per day

**Name of Event:** LIV Golf Chicago Invitational

**Location of Event:** Rich Harvest Farms

**Type of Service(s) Requested:** Police, Traffic Control, Public Safety Initiatives

**Number of Officers Requested:** TBD

**Squad Car Requested:** YES

Based upon the information provided by Contractor, VofSGPD will, in its sole discretion, determine a final officer staffing count and services to be provided. VofSGPD will make its best efforts to accommodate Contractor’s request. VofSGPD’s determination will be based upon factors such as anticipated crowd size, need for road closures, scope of event, alcohol service, and other pertinent information.

#### **III. TERM**

This Agreement shall begin on [September 10] and shall terminate on or before September 30] unless terminated earlier by either of the Parties.

#### **IV. COMPENSATION**

**During the term of this Agreement, the Contractor agrees to cause to be deposited, into the Village of Sugar Grove General Fund, an amount comparable to the personnel services, retirement, FICA Medicare contributions, and cost for operation of auto expenses for the police services provided. VofSGPD will compute expenditures for the period of the Agreement and bill the Contractor accordingly. Payment must be received by VofSGPD within 30 days after the conclusion of the scheduled event(s).**

**VofSGPD will invoice for officers (and if needed mutual aid officers participating in the Special Event at the conclusion of the event. The VofSGPD will be compensated at \$95.00 per hour (rate includes all applicable federal/state taxes, etc., and vehicle incidental expenses). In the event of cancellation of this Agreement prior to the expiration of the Agreement, payment shall be made only for services rendered.**

#### **V. STIPULATIONS**

- **All details will be staffed utilizing existing VofSGPD hire-back program procedures or with mutual aid staffing under the supervision of VofSGPD.**
- **The hire-back program procedures will include VofSGPD management personnel as participants as deemed necessary by the VofSGPD.**
- **VofSGPD personnel will be directly accountable, operationally, only to the VofSGPD command. Contractor shall not exercise control over any VofSGPD officer. Officers shall be subject to, and shall abide by, all Village and department rules and regulations as well as complying with all local, state, and federal laws.**
- **Incidents investigated by VofSGPD personnel will follow standard VofSGPD procedures.**
- **It is agreed and understood that the VofSGPD shall have direct control and supervision of the officers and the manner in which they will perform their duties. VofSGPD officers are not employees of the Contractor.**
- **Emergency situations and manpower needs of the Village will take precedence over commitments under this Agreement.**
- **This Agreement can be terminated upon three (3) days written notice by either the Police Chief or the Contractor.**
- **Prior to delivery of services, the Contractor shall notify the VofSGPD command of expected service needs.**
- **Each officer shall dress in the standard law enforcement uniform issued by VofSGPD or agreed upon attire by all Parties.**

## **MODIFICATIONS AND SURVIVAL**

Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between VofSGPD's and the Contractor's terms, conditions and attachments, the VSGPD's terms, conditions and attachments shall prevail.

## **APPLICABLE LAWS**

This Agreement shall be construed in accordance with and be subject to Illinois laws and rules.

Contractor and VSGPD agree to comply with all applicable laws, rules, and regulations, including, but not limited to, the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), the Local Records Act (50 ILCS 205/et. seq.), the Illinois Human Rights Act (30 ILCS 582/1 et seq.), the Americans with Disabilities Act (42 USC 12101 et seq.), the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and the Illinois Procurement Code (30 ILCS 500).

## **AUTHORITY**

Each person who signs this Agreement warrants that he or she has the lawful authority to act on behalf of their respective employers.

\_\_\_\_\_  
[LIV Golf, Inc. / Par 5 Group]  
(Signature)

By: \_\_\_\_\_

Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Patrick Rollins  
Police Chief  
Village of Sugar Grove Police Department

Date: \_\_\_\_\_