

WAUKEGAN POLICE DEPARTMENT AGENCY AGREEMENT

This agreement, made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2005, by \_\_\_\_\_ of \_\_\_\_\_ as owner or agent of the property located at \_\_\_\_\_ and by Officer \_\_\_\_\_ as agent of the City of Waukegan, Illinois, a Municipal Corporation, provides as follows:

SECTION 1 - Purpose of Agreement

It is recognized that in certain situations the use of Waukegan police officers to control certain activities on private property located within the Corporate limits of the City of Waukegan being conducted by non-residents of the property may be desirable and necessary in order to preserve and protect the health, safety, and welfare of the public.

SECTION 2 - Power and Authority

A. I, \_\_\_\_\_, as owner or agent of the owner of the property listed herein, do hereby authorize and grant the City of Waukegan, as my agent, the power to control non-resident persons who enter and remain upon all property located at \_\_\_\_\_, Waukegan, IL

B. The City of Waukegan specifically has the power to approach persons located on the property and to order them to leave the property and not to return if they are non-residents. The City of Waukegan shall also have the power to cause non-residents to be arrested if they refuse to leave the property. The City of Waukegan, as my agent, shall also have the power to sign criminal complaints against non-residents.

C. I, \_\_\_\_\_, as owner of the property or agent thereof, hereby agree that I will cooperate with the City of Waukegan in any criminal prosecutions that may arise from the City of Waukegan's exercise of the authority granted by this agreement.

D. The City of Waukegan, as agent, does hereby authorize its police officers to control persons entering upon the property located at \_\_\_\_\_, Waukegan, IL. The police officers are hereby authorized to approach persons located on the property to determine if they reside on the property. Said police officers are empowered to arrest non-residents who refuse to leave or after receiving notice, return without permission of the owner or agent, and said police officers are also empowered to sign criminal complaints against these individuals on behalf of the \_\_\_\_\_.

SECTION 3 - Effective Date of Agreement

A. This agreement shall be in full effect and legally binding upon such time as signed and certified by each party.

B. The Chief of Police of the City of Waukegan will retain the original signed agreement and will be responsible for the circulating such agreement for purposes of signature and records.

SECTION 4 - Termination of Agreement

A. This agreement shall remain in full force and effect and shall terminate on written notice.

B. This agreement is also terminable by either party upon 24 hours notice, in writing, to the other party at the addresses designated below.

C. If the ownership of the subject property changes during the pendency of this agreement, the original owner shall notify the City of Waukegan Police Department within 24 hours, in writing of said change in ownership.

OFFICER	Waukegan Police Department 420 Robert Sabonjian Place Waukegan, IL 60085	Agent or Owner
	Address	Telephone No.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
Notary Public