

RESOLUTION NUMBER 04 - 10

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP PARK  
DISTRICT REGARDING POLICING OF PARK PROPERTY**

**WHEREAS**, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

**WHEREAS**, it is deemed necessary and desirable for the Village of East Dundee to authorize the Execution of an Intergovernmental Agreement between the Village of East Dundee and Dundee Township Park District.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:**

**Section One.** That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of an Intergovernmental Agreement between the Village of East Dundee and Dundee Township Park District, a copy of which Agreement is attached hereto and made a part hereof.

**Section Two. Severability.** If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

**Section Three. Repeal.** If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

**Section Four. Publication.** This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 19<sup>th</sup> day of January, 2010, pursuant to a roll call vote as follows:

AYES: 7 - Trustees Ruffalo, Gorman, Lynam, Cichowski, Miller, VanOstenbridge  
NAYES: 0 & President Bartels

ABSENT: 0

Approved by me this 19<sup>th</sup> day of January, 2010.

Jerald Bartels  
JERALD BARTELS, President

Published in pamphlet form this 22<sup>nd</sup> day of January, 2010, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg  
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on Jan. 22<sup>nd</sup>, 2010.



**INTERGOVERNMENTAL AGREEMENT BETWEEN**  
**VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP PARK DISTRICT**  
**REGARDING POLICING OF PARK PROPERTY**

**THIS AGREEMENT** is entered into by and between the the DUNDEE TOWNSHIP PARK DISTRICT (hereinafter referred to as the "District") and the VILLAGE OF EAST DUNDEE (hereinafter referred to as the "Village"), both municipal corporations located in the County of Kane, State of Illinois;

**WITNESSETH:**

**WHEREAS**, the Illinois Constitution provides that units of local government may contract to share services through intergovernmental agreements, Ill.Const., Art. VII, §10 (1970); and

**WHEREAS**, Illinois statutes provide that public agencies may share powers through intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq. (1991)); and

**WHEREAS**, the District desires that its laws, ordinances, rules and regulations be enforced by the Village within its parks, grounds and facilities; and

**WHEREAS**, the Village operates a police force including police officers and required vehicles and equipment; and

**WHEREAS**, the Village has determined that it is feasible and appropriate that its police officers enforce the laws, ordinances, rules and regulations of the District within its parks, grounds and facilities within the corporate limits of the Village; and

**WHEREAS**, the Village and the District wish to associate, cooperate and share services to achieve the goals and objectives expressed herein and to enter into an intergovernmental agreement that so provides.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, the District and the Village agree as follows:

**Section 1:** Village police officers shall be authorized at all times to enforce the laws, ordinances, rules and regulations of the District upon the parks, grounds and facilities of the District within the corporate limits of the Village and to sign and file complaints for any violation thereof. Under this provision, no Village police officers, vehicles or equipment shall be specifically designated for park patrol, but rather in the normal course of patrol and on call, the Village police officers shall so enforce the laws in the parks, grounds and facilities of the District. The District shall make no payment to the Village for the enforcement services as set out in this Section

**Section 2:** The police officers of the Village shall remain under the command of the Village's Chief of Police at all times. At all times, Village police officers shall remain employees and agents of the Village. As employees of the Village, the police officers shall have full and exclusive control over the specific means, manner and methods used in providing the law enforcement and police services contemplated by this agreement.

It is further understood that said police officers are not agents, employees, or joint employees of the Park District and are therefore not entitled to any benefits provided employees of Park District.

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**Section 3:** This Agreement shall not be construed as to limit in any way the authority or ability of the police officers of the Village to enforce the laws of the Village, State of Illinois and United States, as otherwise authorized by applicable law, either on or off of the property of the District.

**Section 4:** Members of the Village Police Department, acting hereunder to enforce the laws on District property, shall be conservators of the peace within and upon such parks and property controlled by the District and shall have the power to make arrests on view of the offense, or upon warrants, for violation of any of the laws, rules, regulations or ordinances of the District, or for any breach of the peace, in the same manner as police in cities or villages organized and existing under the general laws of the State of Illinois.

**Section 5:** The prosecutor for the Village shall prosecute any citation written by a police officer alleging violation of a District law, ordinance, rule or regulation, and is hereby authorized to represent the District with reference thereto. The District shall pay the prosecutor for the prosecutor's service hereunder. The District shall pay over all fines and revenue collected hereunder to the Village within 30 days of receipt thereof; it being agreed between the parties that such revenues will help reimburse the Village for the expenses it incurs hereunder.

**Section 6:** To the fullest extent permitted by law, each party shall protect, indemnify, save, defend and hold harmless the other party, including its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which the other party and for which its officers, officials, volunteers, employees and agents may become obligated by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes) arising indirectly or directly in connection with or under, or as a result of this agreement; but only to the extent caused in whole or in part by any negligent or wrongful act or omission of the indemnifying party.

In the event either party purchases insurance from an insurance company, it shall keep in force at all times during the term of this agreement Commercial General Liability Insurance specifically including Police Professional Liability, bodily injury, personal injury and property damage limits of \$3,000,000 per occurrence.

In the event that either party is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, it shall keep in force at all times during the term of this agreement, General Liability coverage specifically including Police Professional Liability, bodily injury, personal injury and property damage limits of \$3,000,000 per occurrence.

Each party shall furnish certificates of the insurance and/or coverage in place as required herein and including a 90-day notice of cancellation or reduction in limits. The policy and/or coverage shall name the other party as an additional insured and shall also contain a "contractual liability" clause, and will not exclude liability assumed pursuant to this contract. Whatever coverage is provided by a party hereto shall be primary insurance as respects the additional insured. Any insurance or self-insurance maintained by the additional insured shall be excess of the other party's insurance and shall not contribute with it. Each party and their respective insurer agree to waive all rights of subrogation against the other party; but only to the extent of collectable insurance available. The Park District shall require a waiver and release of all claims in favor of the Village of East Dundee and its employees from any persons, groups or entity using District property for events, picnics, social outings and the like (as permit holders) as referenced in Section 5.02 of the Dundee Township Park Ordinance No. 08-07.

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**Section 7:** If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

**Section 8:** This Agreement shall be effective when executed by the District and Village. Unless otherwise terminated by either party, this Agreement shall be effective for a term of one (1) year and be automatically renewed for successive terms of one (1) year each unless either party notifies the other in writing of non-renewal at least ninety (90) days before the end of the applicable term.

**Section 9:** Either party hereto may terminate this Agreement for any violation of its terms by providing the offending party with thirty (30) days advance written notice. Either party hereto may also terminate this Agreement for any reason or no reason at all by giving the other party at least ninety (90) days advance written notice.

**Section 10:** Any other agreement or agreements between the parties hereto concerning the subjects hereof are terminated and canceled upon approval hereof, and this Agreement shall be the only agreement between the parties regarding the subject matter hereof.

**Section 11:** Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (1) President, Jerald Bartels  
Village of East Dundee  
120 Barrington Avenue  
East Dundee, IL 60118

With a copy to:

Hartigan & O'Connor, P.C.  
Attn. Russel W. Hartigan  
222 North LaSalle, Suite 2150  
Chicago, Illinois 60601

- (2) Tom Mammoser, Executive Director  
Dundee Township Park District  
21 North Washington Street  
Carpentersville, IL 60110

With a copy to:

Charlene Holtz  
Tressler, LLP  
Willis Tower 22<sup>nd</sup> Floor 233 S. Wacker  
Chicago, Illinois 60606-6399

or such other address as any party may from time to time designate in a written notice to the other party.

**Section 12:** This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

**Section 13:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

**IN WITNESS WHEREOF,** the undersigned governments have caused this Agreement to be duly executed this 19<sup>th</sup> day of Jan., 2010.

VILLAGE OF EAST DUNDEE, a municipal corporation

By: *James Burt*  
Village President

ATTEST:

By: *Jennifer Behberg*  
Village Clerk

DUNDEE TOWNSHIP PARK DISTRICT, a municipal corporation

By: *Frank J. [Signature]*  
Board President

ATTEST:

By: *Erin O'Leary*  
Park District Secretary