

RESOLUTION 2017-015

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND THE VERNON HILLS PARK DISTRICT FOR THE PURPOSE OF PROVIDING POLICE SERVICES ON PARK DISTRICT PROPERTY

WHEREAS, the Village of Vernon Hills ("Village") is an Illinois municipal corporation, having the rights, powers and authority as set forth in the Village Charter, the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and other applicable laws of the State of Illinois.

WHEREAS, the Vernon Hills Park District ("Park District") is a body corporate and politic, having the powers, duties and authority set forth in the Illinois Park District Code, 70 ILCS 1205/1-1, *et seq.*, and other applicable laws of the State of Illinois.

WHEREAS, Section 4-7 of the Park District Code authorizes the Vernon Hills Park District to appoint police officers to be conservators of the peace within and upon its parks, boulevards, driveways and property.

WHEREAS, In lieu of appointing such police officers, the Vernon Hills Park District desires to enter into an intergovernmental agreement with the Village of Vernon Hills, whereby the Vernon Hills Police Department will provide such services, subject to the terms and conditions hereinafter set forth.

WHEREAS, Intergovernmental cooperation is encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and the Village of Vernon Hills and the Vernon Hills Park District are authorized to enter into intergovernmental agreements pursuant to Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5.

WHEREAS, on May 20, 2003, the Council of the Village of Vernon Hills adopted Resolution 2003-81, authorizing the execution of such an intergovernmental agreement.

WHEREAS, on March 27, 2003, the Board of Park Commissioners of the Vernon Hills Park District approved the execution of such an intergovernmental agreement.

NOW THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois:

That the Village Manager is authorized to execute an Intergovernmental Agreement with the Vernon Hills Park District to provide police services on Park District property.

Dated this 21st day of February, 2017

Adopted by roll call vote as follows:

AYES: 6 – Schultz, Marquardt, Koch, Grieb, Williams, Hebda

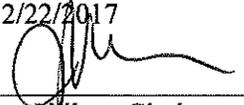
NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

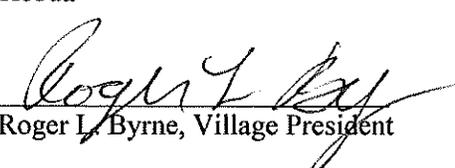
PASSED: 2/21/2017

APPROVED: 2/21/2017

ATTEST: 2/22/2017



John Kalmar, Village Clerk



Roger L. Byrne, Village President

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS
AND THE VERNON HILLS PARK DISTRICT FOR THE PURPOSES OF PROVIDING
POLICE SERVICES ON PARK DISTRICT PROPERTY**

1. **Incorporation of Recitals.** The foregoing recitals are incorporated by reference into this agreement as if set forth in full.
2. **Definitions.** As used in this Agreement, Regular Police Services shall mean the same services provided by the Vernon Hills Police Department on a regular basis within the Village of Vernon Hills pursuant to Chapters 3, 5, 14, 22 and 94 of the Vernon Hills Village Code. As used in this Agreement, Special Services shall mean services for special events or special situations at which or for which the Park District requests the Village to assign special detail police officers not generally assigned to duty at that time. Special Services may include, but shall not be limited to those services listed in Exhibit A to this Agreement.
3. **Services Provided.** The Village of Vernon Hills agrees to provide Regular Police Services and, upon request by the Park District, Special Police Services within and upon all parks, boulevards, driveways, lakefront facilities and property owned and controlled by the Vernon Hills Park District, subject to the terms and conditions hereinafter set forth. The Regular Police Services and Special Police Services shall include the enforcement of the ordinances of the Vernon Hills Park District, Vernon Hills Village Code Chapters 3, 5, 14, 22 and 94, and all related laws of the State of Illinois, within and upon all parks, boulevards, driveways, lakefront facilities and property owned and controlled by the Vernon Hills Park District. In providing the Regular Police Services and Special Police Services, the members of the Vernon Hills Police shall act as conservators of the peace, having the power to make arrests on view of any offense, or upon warrants for violation of any of said Vernon Hills Park District ordinances, Vernon Hills Code provisions or related statutes, or for any breach of the peace. All scheduling shall be in the sole discretion of the Village of Vernon Hills Police Chief.
4. **Relationship of the Parties.** 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 or employees of the Park District and are therefore not entitled to any benefits provided employees of the Park District.
5. **Applicability of Vernon Hills Village Code.** The Vernon Hills Park District shall take all such actions as may be necessary to enable the Village's police officers to perform the services contemplated by this Agreement, including the adoption of the provisions of Vernon Hills Village Code, Chapters 3, 5, 14, 22 and 94 to be enforced, along with the ordinances of the Vernon Hills Park District and statutes of the State of Illinois, within and upon all parks, boulevards, driveways and property owned and controlled by the Vernon Hills Park District. To the extent that ordinances of the Vernon Hills Park District allow dogs to run at large on any lakefront property owned and controlled by the Vernon Hills Park District, such ordinances shall supersede any ordinance of the Village of Vernon Hills to the contrary. To the extent that ordinances of the Vernon Hills Park District prohibit or regulate skateboarding on any property owned or controlled by the Vernon Hills Park District, such ordinances shall supersede any ordinances of the Village of Vernon Hills to the contrary, except that the Vernon Hills Park District shall post signs in the form and manner prescribed by the Vernon Hills Village Code at any locations at which the Vernon Hills Park District prohibits skateboarding. In the event of any other conflict between any of the foregoing provisions of the Vernon Hills Village Code and any ordinance of the Vernon Hills Park District, the Vernon Hills Village Code shall apply.
6. **Amendments to Park District Ordinances and Village Code.** At all times while this Agreement remains in effect, the Village of Vernon Hills shall provide the Vernon Hills Park District with a certified copy of any amendments to Chapters 3, 5, 14, 22 and 94 of the Vernon Hills Village Code, and the Vernon Hills Park District shall take all steps as may be necessary to adopt such code amendments or otherwise make them applicable within

and upon the parks, boulevards, driveways and property owned and controlled by the Vernon Hills Park District. At all times while this Agreement remains in effect, the Vernon Hills Park District shall provide the Village of Vernon Hills with a certified copy of the Vernon Hills Park District ordinances, and amendments thereto, that are subject to enforcement pursuant to this Agreement.

7. **Indemnification; Preservation of Immunities.** 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. Nothing in this agreement shall be constructed as a waiver of any immunities or defenses which either party may be entitled by law to invoke.
8. **Insurance.**
 - A. Each party shall maintain insurance at all times during the term of this Agreement or any renewal thereof, either through commercial insurance, self-insurance or membership in an intergovernmental risk management pool. 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 coverage and, if necessary, commercial umbrella liability coverage specifically including Police Professional Liability, bodily injury, personal injury, and property damage limits of \$2,000,000 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 and, if necessary umbrella liability coverage specifically including Police Professional Liability, bodily injury, personal injury, and property damage limits of \$2,000,000 per occurrence. The policy and/or coverage shall name the other party as an additional insured and shall also contain a "contractual liability" clause.
 - B. Each Party shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.
 - C. Each Party shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or for each employee for bodily injury by disease.
9. **Compensation.**
 - A. *Regular Police Services* provided by the Village of Vernon Hills pursuant to this Agreement shall be provided without charge to the Vernon Hills Park District. The Vernon Hills Park District will continue to make an annual contribution to the Village of Vernon Hills in the following amounts: thirty thousand dollars (\$30,000) in 2017; thirty five thousand dollars (\$35,000) in 2018; forty thousand dollars (\$40,000) in 2019 and forward. Forty thousand dollars (\$40,000) shall be the maximum annual contribution.
 - B. *Special Police Services* shall be provided at no cost to the Park District, except by mutual agreement of the Village and the Park District. Those Special Police Services listed in Category IV of Exhibit A to this Agreement shall be furnished without charge to the Park District, although the Village may charge the sponsor of the event for said Special Police Services.
10. **Fines.** All fines and recoveries with respect to offenses occurring within and upon all parks, boulevards, driveways, lakefront facilities and property owned and controlled by the Vernon Hills Park District shall be paid to and retained by the Village of Vernon Hills.

11. **Terms.** This agreement shall remain in effect until April 30, 2019 and shall thereafter automatically be extended for successive periods of 12 months, unless either party notifies the other in writing at least 90 days before the expiration date.
12. **Notice.** All notices to the Village of Vernon Hills shall be addressed to the Village Manager at the Vernon Hills Village Hall, 290 Evergreen Drive, Vernon Hills, IL 60061, with a copy to the Chief of Police at the Vernon Hills Police Department, 754 Lakeview Parkway, Vernon Hills, IL 60061. All notices to the Vernon Hills Park District shall be addressed to the Park District Executive Director, 635 Aspen Drive, Vernon Hills, IL 60061-2999.
13. **Amendments.** This agreement may be modified or amended at any time by written agreement of the Vernon Hills Park District and the Village of Vernon Hills.

IN WITNESS WHEREOF, the Village of Vernon Hills and the Vernon Hills Park District have caused this agreement to be executed this 23 day of Feb, 2017.

Village of Vernon Hills
An Illinois Municipality

By: 
Village President

Vernon Hills Park District
A Body Corporate and Politic

By: 
Park District Board President

ATTEST: 
Village Clerk

ATTEST: 
Secretary

**Intergovernmental Agreement Between the Village of Vernon Hills and the
Vernon Hills Park District- Police Services**

**Exhibit A -
Events in/on Park District Owned or Leased Parks & Facilities**

Category I (EXEMPT) - Events sponsored/operated by the Park District, e.g. Earth Day, Fall Fest, athletic competition/tournaments, runs/walks.

Category II (EXEMPT) – Events partnered/co-sponsored with the Village of Vernon Hills, e.g. Summer Splash, Summer Celebration, 4th of July Fireworks and Events, Ribfest, Recycle A Rama and like events.

Category III (EXEMPT) -Not-for-profit/charitable fundraisers, e.g. a fundraising event sponsored by a Vernon Hills resident or organized group. A case-by-case determination will be made on requests from non-local sources. In general, there would not be a charge for services unless the Park District charged a fee for the event.

Category IV - (NOT EXEMPT) -For-profit events, e.g. rental by a third party of a Park District park or facility where police services are deemed necessary by either the Park District or the Village. The Village shall determine the appropriate amount of the fee for Special Police Services for any such event, which shall be charged to and paid by the third party sponsoring and coordinating the event. Coordination between the Park District and the Police Department would be essential for this type of event, from initial approval, to administration and supervision of the event.