

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF RIVER FOREST AND THE RIVER FOREST PARK DISTRICT
IN REGARD TO THE ENFORCEMENT OF THE PARK DISTRICT'S
ORDINANCES BY THE RIVER FOREST POLICE DEPARTMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2013 by and between the VILLAGE OF RIVER FOREST (hereinafter referred to as the "VILLAGE") and the RIVER FOREST PARK DISTRICT (hereinafter referred to as the "PARK DISTRICT"). The VILLAGE and the PARK DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the PARK DISTRICT'S corporate boundaries are the same as those of the VILLAGE; and

WHEREAS, the VILLAGE and the PARK DISTRICT share a common interest in protecting and preserving the peace and dignity of the general citizenry within the VILLAGE'S boundaries; and

WHEREAS, the PARK DISTRICT, on November 12, 2012, adopted Ordinance 111201, entitled "An Ordinance Regulating Use of the Parks of River Forest, Cook County, Illinois," ("Ordinance 111201") a true and accurate copy of which is attached hereto as **EXHIBIT A**; and

WHEREAS, the Police Department of the VILLAGE has demonstrated competence, integrity and ability in law enforcement and maintaining order; and

WHEREAS, the VILLAGE and the PARK DISTRICT have determined that it would be beneficial to the public health, welfare and safety for the Police Department of the VILLAGE to provide Police Protection (as defined below) within and upon all of the parks and property controlled by the PARK DISTRICT within the corporate boundaries of the VILLAGE, to have the authority to enter PARK DISTRICT property for such purposes, and to enforce PARK DISTRICT ordinances as set forth in Ordinance 111201, and VILLAGE ordinances, state statutes and applicable federal law; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Illinois Compiled Statutes at 5 ILCS 220/1 *et seq.*, 65 ILCS 5/11-1-2.1 and 70 ILCS 1205/1-1 *et seq.*, authorize intergovernmental cooperation and agreement between the VILLAGE and the PARK DISTRICT; and

WHEREAS, 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; and

WHEREAS, it is in the best interest and general benefit of the citizenry of the PARK DISTRICT and the VILLAGE that the PARK DISTRICT and the VILLAGE enter into an agreement for the enforcement of laws and ordinances on property and in facilities owned and maintained by the PARK DISTRICT located within the VILLAGE, with the intention of the Parties to exercise to the fullest extent permitted by law the authority granted to them under those provisions; and

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

1. INCORPORATION OF RECITALS. The recitals hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. PURPOSE. The purpose of this Agreement is to provide for Police Protection (as defined below) and police services in regard to PARK DISTRICT controlled property located in the VILLAGE.

3. POLICE PROTECTION DEFINED. For all purposes of this Agreement, the term “Police Protection” shall include, by way of example, but not limitation: entry onto PARK DISTRICT controlled lands and facilities; enforcement of PARK DISTRICT ordinances as set forth in Ordinance 111201, VILLAGE ordinances, State statutes and applicable federal law; routine or periodic surveillance; police patrol; inspection; general safeguarding of the parks, park patrons, and the facilities and equipment located in the various parks or facilities controlled by the PARK DISTRICT; to make arrests upon view of the offense, reliable reports of witnesses and other individuals, or upon warrants for violation of any applicable law. Notwithstanding the foregoing, law enforcement action by the VILLAGE, in the provision of Police Protection, is subject to the discretionary policies and practices of the VILLAGE’S Police Department, and this Agreement shall not obligate the VILLAGE to provide police protection services. Nothing in this Agreement shall make the VILLAGE liable for failing to provide police protection services, or for failing to provide adequate police protection services, or failing to prevent the commission of crimes, or failing to detect or solve crimes, or failing to identify or apprehend criminals.

4. POLICE DEPARTMENT AUTHORIZED TO ENTER PARK DISTRICT PROPERTY. Members of the VILLAGE Police Department are hereby authorized to enter PARK DISTRICT lands and facilities for purposes of providing Police Protection.

5. TERRITORY AND LAWS ENFORCED. This Agreement shall apply to all PARK DISTRICT owned or controlled properties and facilities within the corporate limits of the VILLAGE. It is understood and agreed between the Parties that the VILLAGE’S Police Department shall enforce, in the VILLAGE’S sole discretion, VILLAGE ordinances, PARK DISTRICT ordinances as set forth in Ordinance 111201, State statutes or the applicable laws of the United States.

6. SUPERVISION OF POLICE. The VILLAGE'S police officers shall at all times be subject only to the direction and control of the Chief of Police of the VILLAGE or the subordinate designated by the Chief of Police in the discharge of their assigned special-duty responsibilities as police officers and shall not respond to orders or directions from any PARK DISTRICT officer or employee.

At all times relevant to this Agreement, the VILLAGE'S police officers shall solely be acting as employees and agents of the VILLAGE and are not acting as agents or employees of the PARK DISTRICT. This Agreement is not intended to create any joint agency or joint employment relationship between the VILLAGE police officers and the PARK DISTRICT. The PARK DISTRICT hereby agrees and authorizes the members of the Police Department of the VILLAGE to enter upon the premises and facilities controlled by the PARK DISTRICT for the purpose of providing Police Protection.

7. WORKING RULES. The VILLAGE and the PARK DISTRICT mutually agree that the Chief of Police of the VILLAGE and the Executive Director of the PARK DISTRICT shall jointly establish rules and guidelines, not inconsistent with law or this Agreement, for the initial implementation of this Agreement, and for the ongoing enforcement of the provisions set forth herein.

8. COURT APPEARANCES / FINES / COSTS. All citations written pursuant to this Agreement shall be adjudicated on the regularly scheduled VILLAGE court calls, either at the VILLAGE'S Administrative Adjudication hearings or in the Circuit Court of Cook County. The PARK DISTRICT agrees that all fines collected pursuant to such citations shall be paid to and retained by the VILLAGE. The VILLAGE and the PARK DISTRICT agree to execute any and all necessary documents and take all necessary steps to see that the office of the Clerk of the Circuit Court of Cook County pays all such fine monies to the VILLAGE. The PARK DISTRICT shall at its sole cost, upon oral or written request by the VILLAGE, provide such personnel as necessary at designated court calls.

9. PARK DISTRICT INDEMNIFICATION OF VILLAGE. The PARK DISTRICT agrees to defend, indemnify and hold harmless the VILLAGE and the "VILLAGE AFFILIATES" (defined as its appointed and elected officials, officers, pasts, current and future presidents and trustees/board members, agents, engineers, attorneys, employees, and volunteers) against all injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including reasonable attorney fees which may be brought or are brought against the VILLAGE and the VILLAGE AFFILIATES relating to any matter covered by this Agreement, except to the extent that those claims, actions, lawsuits, damages, costs, expenses and liabilities arise from the negligence of the VILLAGE and/or the VILLAGE AFFILIATES. In the event the PARK DISTRICT is obligated to provide the defense of the VILLAGE under this provision, the VILLAGE shall have its choice of counsel and the right to direct its own defense, to be paid for by the PARK DISTRICT, in the defense of any such claim or lawsuit. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault.

10. INSURANCE. In the PARK DISTRICT 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 the PARK DISTRICT is self-insured, a 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.

The PARK DISTRICT shall furnish to the VILLAGE certificates of the insurance and/or coverage in place as required herein and including a ninety (90) day notice of cancellation or reduction in limits. The policy and/or coverage shall name the VILLAGE as an additional insured and shall also contain a “contractual liability” clause.

11. NO WAIVER OF TORT IMMUNITY DEFENSES. Nothing contained in Sections 9 or 10 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

12. NOTICES. Notice or other writings which either Party is required to, or may wish to, serve upon the 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:

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| A. | If to the VILLAGE:

Village Administrator
Village of River Forest
400 Park Avenue
River Forest, Illinois 60305 | B. | If to the PARK DISTRICT:

Executive Director
River Forest Park District |
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or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

13. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

14. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

15. MODIFICATION. This Agreement may be modified or amended by mutual written consent of the corporate authorities of the Parties hereto.

16. VALIDITY. If any provision or provisions of this Agreement, or the application of any provisions to any person or circumstance is held invalid, the invalidity of that provision or circumstance shall not affect the other provisions of this Agreement, which other provisions shall remain in full force and effect.

17. TERM OF AGREEMENT. This Agreement shall continue in full force and effect until terminated by either the VILLAGE or the PARK DISTRICT upon ninety (90) days prior written notice to the other Party.

18. VENUE AND APPLICABLE LAW. This Agreement and all matters or issues relating to interpretation, validity, performance and enforcement shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The parties agree for the purpose of any litigation or proceeding brought with response to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, or the United States District Court for the Northern District of Illinois, as the case may be. The Village and Park District agree to submit to the jurisdiction of such court, as the case may be, for the purpose of any such litigation or proceeding.

19. OTHER DOCUMENTATION. The VILLAGE and the PARK DISTRICT shall take such other steps and execute such other documents as shall be necessary or advisable to accomplish the intent of this Agreement, including, but not limited to, the PARK DISTRICT providing the VILLAGE'S Police Department with copies of the PARK DISTRICT'S ordinances that will be enforced by the VILLAGE'S Police Department.

20. EFFECTIVE DATE. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a Motion by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the PARK DISTRICT, pursuant to authority granted by the adoption of a Motion by its Board of Park Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF RIVER FOREST

RIVER FOREST PARK DISTRICT

By: _____
Village President

By: _____
President

ATTEST:

Village Clerk

ATTEST:

Secretary

Dated: _____, 2013

Dated: _____, 2013

EXHIBIT A

**RIVER FOREST PARK DISTRICT
ORDINANCE 111201**