

**2021 AMENDED AND RESTATED
POLICE SERVICES AGREEMENT BETWEEN
THE HUNTLEY PARK DISTRICT
AND THE VILLAGE OF HUNTLEY**

THIS 2021 AMENDED AND RESTATED POLICE SERVICES AGREEMENT (the "**Agreement**") is made as of Sept. 9, 2021, by and between the **HUNTLEY PARK DISTRICT**, an Illinois park district (the "**Park District**") and the **VILLAGE OF HUNTLEY** (the "**Village**"), a Illinois municipal corporation (the Park District and the Village are collectively referred to as the "**Parties**"). In consideration of the mutual promises of the Parties hereto made each to the other and other good and valuable consideration, the Park District and the Village agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as the Village and the Park District, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizes such intergovernmental cooperation.

B. The Village and the Park District have previously executed a "Vehicular Control Contract" dated as of 23 March 2006 (the "**Traffic Agreement**"), as well as an "An Agreement for Police Protection Services for the Huntley Park District " dated as of 11 June 2009 (the "**Police Agreement**") (collectively, the Traffic Agreement and the Police Agreement shall hereinafter be referred to as the "**Prior Agreements**").

C. The Parties have determined that it is in the best interests of each of them to, by agreement, terminate the Prior Agreements and enter into this Agreement for purposes of continuing the provision of police services to the Park District by the Village.

D. The Parties to this Agreement hereby find that the public health, safety and welfare of persons and property within the Village and the Park District will be well served and benefited by this Agreement.

Section 2. Provision of Police Services by the Village and Corresponding Obligations of the Park District.

A. Provision of Police Services and Designation of Park District Property. The Village shall provide the certain police, parking, traffic, and public safety related services ("**Police Services**") to the Park District, which Police Services are described below. Unless otherwise specified herein, these Police Services shall be performed upon the property owned and maintained by the Park District as a park, including any adjacent parking lots, parking areas, and roadways ("**Park District Property**").

B. Within fourteen (14) days after the effective date of this Agreement, the Park District shall provide the Village with such information and documents as to identify the Park District Property consistent with the notice procedures provided in Section 9 of this Agreement,

including a list of common addresses and a map of such Park District Property. Within a reasonable time thereafter, the Village may exclude any property from the Park District Property that it deems appropriate upon written notice to the Park District. The Parties agree to negotiate in good faith regarding any dispute over what property is included as Park District Property. The Village shall have no obligations under this Agreement to perform any services on the Park District Property until the Parties agree as to which properties constitute the Park District Property.

C. To the extent that the Park District acquires any new property after the procedures described in Section 2.B that it would like included as Park District Property, then the Park District shall submit a request to the Village to have the property added as Park District Property, which request the Village may grant or deny in its absolute discretion.

D. The Village shall have the authority to enforce all laws ("**Laws**") on property owned or maintained by the Park District, including the Park District Property. These Laws shall include all Park District's local ordinances, the Ordinance Code of the Huntley Park District, and any State or Federal laws.

E. Police Services shall include the following:

1. Providing police vehicles, equipment, and officers who shall, under the direction and control of the Village, patrol Park District Property and enforce all Village ordinances, Park District ordinances, and laws of the State of Illinois. This shall include traffic and parking enforcement.
2. As generally provided in the Village, respond to calls for service and provide periodic patrol on Park District Property in accordance with the Village's police department operating procedures.
3. To the extent that the Village's needs for police services conflict with the Police Services provided to the Park District, then the provision of police services to the Village shall take priority over the provision of Police Services to the Park District.

F. All Village police officers and other employees who provide Police Services shall be subject to the exclusive control and direction of the Village. The Village shall perform the Police Services, and provide the equipment related thereto, consistent with Village policies and discretion. The Village shall not be liable for any loss or damage by reason of its failure to perform any Police Services, and the Park District expressly waives any claims against the Village relating to the Village's failure to perform Police Services.

G. The Village agrees to make a copy of the Park District's ordinances available to its police department staff.

H. Obligations of The Park District. The Park District agrees to perform the following to enable the Village to efficiently and properly fulfill its obligations under this Agreement:

1. Appoint the Village designated prosecutor to be the prosecuting authority for all offenses that occur on Park District Property within the scope of the Police Services.

2. Cooperate with the Village in reviewing the codes, ordinances, and requirements of the Park District that are within the scope of the Police Services and, to the extent requested by the Village, amend such codes, ordinances, or requirements so that they do not conflict with the codes, ordinances, and requirements of the Village. If the Park District elects not to so amend any code, ordinance, or requirement requested by the Village, any such code, ordinance, or requirement shall be deemed excluded from the scope of Police Services under this Agreement.
3. The Park District shall cooperate with the Village's efforts to provide Police Services, including, but not limited to, providing information when requested and, when appropriate, signing complaints relating to violations on Park District Property.

Section 3. Payments and Costs.

A. Fines, Fees, Costs, and Forfeitures Belong to the Village. All fines, fees, costs, and forfeitures resulting from violations of the Park District's local ordinances that are enforced by the Village pursuant to this Agreement (collectively, "**Fines**") shall be paid to and retained by the Village and the Village shall be responsible for collection of all said fines and forfeitures. To the extent that any Fines are received by the Park District, the Park District shall remit those Fines to the Village within 30 days.

B. Payments Affected by Termination. In the event of termination of this Agreement by either party, any Fines received by the Park District shall still be remitted to the Village.

C. Prosecution Costs. The Village shall pay the costs associated with prosecution services performed in connection with the Police Services performed by the Village.

Section 4. Insurance and Indemnification.

A. Coverage Provided. The Village agrees to provide the following insurance coverages for the Police Services:

1. Commercial General Liability;
2. Business Liability for any equipment used in the provision of the Police Services under this Agreement;
3. Workers' Compensation (statutory amount); and
4. Employers' Liability for employees of the Village who perform Police Services under this Agreement.

B. Indemnification.

1. The Village shall defend, indemnify, and hold the Park District and its officers, officials, employees, agents, attorneys, and representatives (the "**Park District Indemnified Parties**") harmless from and against any and all claims which may arise out of the provision of Police Services by the Village under this Agreement, except to the extent caused by the

negligence of the Park District (or its officers, officials, employees, agents, attorneys, and representatives). In the event of a claim or litigation arising under this Section 4.B.1, The Village shall have a duty to defend the Park District Indemnified Parties against any such claim or litigation.

2. The Park District shall defend, indemnify, and hold the Village and its officers, officials, employees, agents, attorneys, and representatives (the "***Village Indemnified Parties***") harmless from and against any and all claims which may arise out of the obligations of the Park District under this Agreement, except to the extent caused by the negligence of the Village (or its officers, officials, employees, agents, attorneys, and representatives). In the event of a claim or litigation arising under this Section 4.B.2, the Park District shall have a duty to defend the Village Indemnified Parties against any such claim or litigation.

C. Proof of Coverage. The Village agrees to furnish to the Park District a certificate of insurance coverage detailing the self-insurance or commercial insurance as provided by its insurer upon execution of this Agreement. The certificate shall name the Park District as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

D. Termination of Coverage. If the Village's coverage as provided by its insurer is terminated for any reason:

1. The Village shall promptly notify the Park District of receipt of any such notice; and
2. The Village agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers. If The Village is unable to obtain satisfactory substitute insurance coverage as provided in Section 4.A, the Park District may terminate this Agreement.

E. Survival. The indemnification and duty to defend required herein shall survive the expiration of this Agreement.

Section 5. Promotion of Interaction and Communication.

The Parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between the Village and the Park District. In addition to those matters otherwise addressed in Agreement, each party agrees to inform the other party, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. The Parties agree to work cooperatively with to determine appropriate actions to be taken to resolve the complaint and handle through the Village's normal complaint procedures.

Section 6. Dispute Resolution.

A. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them related to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute

about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 9 of Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 6, the Village and the Park District shall continue to fulfill the terms of this Agreement to the fullest extent possible.

C. Remedies. Provided that the Parties have met their obligations under Section 6.A, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Section 6.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 7. Term; Termination.

A. Initial and Renewal Terms. The initial term ("**Initial Term**") of this Agreement shall be until September 1, 2025. The Agreement shall automatically renew at the end of the Initial Term for additional two-year terms on the same terms hereof, unless a party provides notice (in the manner required herein) to the other party at least 90 days before the end of the then-applicable term of its intention not to renew this Agreement.

B. Termination. This Agreement may be terminated prior to the expiration of the Initial Term or any extension hereof pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of the Parties; or
2. By written notice served by the party desiring to terminate this Agreement upon the other party, specifically stating that the party sending the notice is exercising its right to terminate this Agreement. Such a notice shall be effective 180 days after its issuance.

Section 8. Miscellaneous.

A. Unfunded Mandates. The Parties acknowledge that significant changes have occurred in legal requirements of Police Services over the past decade and may occur in the future. In the event that unfunded mandates arise which impose obligations on the Village over and above current obligations, then the Parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the Parties agree to be responsible for their fair share of said costs.

B. Effective Date; Termination of Prior Agreements. This Agreement shall be effective on the date it is executed by both Parties ("**Effective Date**"), and Police Services shall commence on the Effective Date. By mutual agreement of the Parties, the Prior Agreements shall terminate as of the Effective Date.

C. Impact of Future Development. If the Park District approves future development that has the potential to increase demand on Police Services provided by the Village in accordance with this Agreement, the Parties agree to discuss an appropriate compensation to be paid to the Village for the additional services provided.

Section 9. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by U.S. Mail, postage prepaid. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Park District shall be addressed to, and delivered at, the following address:

Huntley Park District
12015 Mill Street
Huntley, IL 60142
Attention: Executive Director

with a copy to: John Cowlin
Cowlin & Curran P.C.
20 Grant St.
Crystal Lake, IL 60014

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Huntley
10987 Main Street
Huntley, Illinois 60142
Attention: Village Manager

with a copy to: Betsy Gates-Alford
Filippini Law Firm, LLP
990 Grove Street, Suite 220
Evanston, Illinois 60201

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with applicable law.

J. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

K. Authority to Execute. Each party hereby warrants and represents to the other party that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or the Park District.

IN WITNESS HEREOF, the Village and the Park District, respectively, have caused this Agreement to be executed by their respective Village President and attested by their respective Village Clerk, as of the day and year first above written.

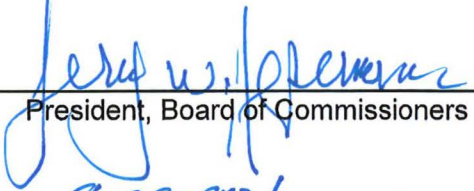
VILLAGE OF HUNTLEY

By 
Village President

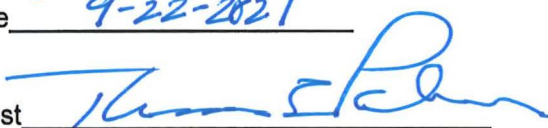
Date 9-9-2021

Attest 
Village Clerk

HUNTLEY PARK DISTRICT

By 
President, Board of Commissioners

Date 9-22-2021

Attest 
Secretary, Board of Commissioners