

**AGREEMENT BETWEEN THE CITY OF AURORA AND THE FOX VALLEY PARK DISTRICT
REGARDING POLICE SERVICES**

THIS AGREEMENT is made as of _____, 2019, by and between the CITY OF AURORA ("City"), an Illinois municipal corporation and the FOX VALLEY PARK DISTRICT ("Park District"), an Illinois Unit of Local Government. In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the City and the Park District agree as follows:

WHEREAS, the City is a home rule municipality with authority under the provisions of Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the City operates a full-time police department which is staffed by police officers who are on duty 24 hours per day; and

WHEREAS, The Park District operates a police department with police officers on duty and providing police services to Park District properties normally between the hours of 9:00 am and 9:00 pm daily and at certain other times as determined by the Park District (hereinafter "Park District Police Hours"); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as the City 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; and

WHEREAS, currently, the City responds to police calls for service within the corporate limits of the City of Aurora and the Park District responds to police calls for service within the corporate limits of the Fox Valley Park District; and

WHEREAS, certain properties within the Park District corporate limits are located within the corporate limits of the City; and

WHEREAS, the City and the Park District have determined that it is in the best interests of each party to this agreement and the public health, safety and welfare of persons and property within the City and Park District to enter into an agreement for the parties to provide mutual assistance.

NOW, THEREFORE, for good and valuable consideration set forth herein, the receipt and adequacy of which is acknowledged, the City and the Park District agree as follows:

Section 1: Recitals

The foregoing recitals are incorporated by reference as though fully set forth herein.

Section 2: Provisions of Requests for Mutual Assistance

Each Police Department shall make a good faith effort to respond to calls for assistance for police services upon the request of the other Police Department. At such times as, Park District police officers are not on-duty, the City Police Department may respond in their stead, as they would for any other entity or property owner within the corporate boundaries of the City.

- A. This Agreement does not obligate the City to provide mandatory, regular, or scheduled patrols of Park District property by City police officers, nor does this Agreement obligate Park District officers to provide mandatory, regular, or scheduled patrols of property not owned or under the control of the Park District.

- B. Although the City retains jurisdiction to provide police services to Park District properties during the Park District police hours, the Park District shall not expect the City to, or make demand upon the City to, provide police services to Park properties during such hours unless otherwise agreed by the parties.

- C. Each Police Department retains sole authority in determining if a response to a request for police assistance from the other Department will be honored, or continued if initially honored, normally based upon the availability of their own police officers and their obligations to their usual duties within their respective, primary jurisdictions.

Section 3: City Investigations on Park District Property

Notwithstanding any provisions within this Agreement to the contrary, the City shall retain and shall exercise primary authority in the investigation of homicides, suspicious deaths, and other major crimes occurring anywhere within the City including within or upon property owned or controlled by the Park District where such property lies within the City's corporate boundaries. The Park District police shall render such reasonably requested assistance to the City Police Department, subject to the availability of Park District Police officers.

Section 4: Compensation

Any aid rendered pursuant to this Agreement shall be provided without compensation paid by the requesting party to the police department providing such aid.

Section 5: City Enforcement of Laws and City Ordinances

The City retains the right to enforce Federal, State and City Ordinances on Park District property within the City corporate limits, regardless of whether Park District police officers are on duty and available.

Section 6: Park District Enforcement of Laws and Park District Ordinances within Park District Property

The Park District retains the right to enforce Federal, State and Park District Ordinances within Park District property.

Section 7: Park District Enforcement of Laws Outside of Park District Property

A. Except as noted below, the Park District shall not enforce Federal or State laws within the corporate limits of the City other than upon Park District property.

Noted exceptions: The Park District may enforce Federal or State laws within the corporate limits of the City upon property that lies outside the limits of Park District property under the following circumstances:

1. Upon a request for assistance by the City as described in Section 2; or
2. Park District police officers may take enforcement action on any City Street or property in situations which, based upon the reasonable judgment of the Park District officer, requires immediate police action. "Immediate police action" shall be defined as any incident in which a quick police response may prevent injury, prevent criminal damage to property, prevent the escape of an offender, or prevent the commission of a misdemeanor or felony offense; or
3. Park District police officers may take enforcement action relating to violations of the Illinois Vehicle Code within the corporate limits of the City, but only while in transit between Park District properties.
 - a. Park District police officers shall not engage in any traffic enforcement campaigns or selective traffic enforcement efforts within the corporate limits of the City.
 - b. Park District police officers shall not enforce any parking violations observed within the corporate limits of the City observed outside Park District's jurisdiction.

B. In the event that Park District takes action to enforce Federal or State law, with the exception of petty traffic laws, within the Corporate limits of the City pursuant to the exceptions listed above, Park District police officers shall, as soon as practical, notify the City Police Department of any police actions taken pursuant to the exceptions set forth in this Section. The City reserves the right to:

1. Respond to assist while the Park District maintains command of the incident; or
2. Respond and assume command of the incident; or
3. Decline to respond or provide assistance and allow the Park District to maintain command of the incident.

Section 8: Control and Supervision

The concept of the National Incident Management System's *Unified Command* should be followed during events on Park District property in which both Police Departments are working collaboratively to resolve incidents not covered in Section 3 of this Agreement.

Section 9: Prosecution and Adjudication

The City shall assume full responsibility, including costs, for the prosecution of any offense cited by the City. Likewise, the Park District shall assume full responsibility, including costs, for the prosecution of any offense cited by the Park District. Both parties agree, should it be necessary, to appear in court or any administrative proceeding and provide testimony on any matter in which one party assisted the other in a law enforcement function.

The City shall receive any and all fines assessed following adjudication of any offense cited by a City police officer. The Park District shall receive any and all fines assessed following adjudication of any offense cited by a Park District police officer.

Section 10: Indemnification

- A. The City hereby holds harmless the Park District and its officers, elected and appointed officials, employees, agents, attorneys, and representatives from and against any and all claims which may arise out of the provision of services by the Park District Police Department under this Agreement, except to the extent caused by the improper or negligent acts or omissions of the of the Park District (or its officers, officials, employees, agents, attorneys, and representatives). The City agrees to indemnify the City's officers, officials, employees, agents, attorneys and representatives.

- B. The Park District hereby holds harmless the City and its officers, elected and appointed officials, employees, agents, attorneys, and representatives harmless from and against any and all claims which may arise out of the provision of services by the City Police Department under this Agreement, except to the extent caused by improper or negligent acts or omissions of the City Police Department (or its officers, officials, employees, agents, attorneys, and representatives). The Park District agrees to indemnify the Park District's officers, officials, employees, agents, attorneys and representatives.

- C. The City and the Park District are responsible for their own personnel acting under this Agreement and each releases, and holds harmless the other with regard to any claims for injury or damage made by their respective personnel involving employment benefits provided by law or contract. Specifically, with regard to employment benefits, all employee benefits, wage and disability payments, pension and workmen's compensation claims, damage to or destruction of equipment and clothing and medical expense of the personnel of the City or Park District shall be paid by the personnel's employing agency.

Section 11: Insurance

Both parties to this Agreement agree to provide each other with evidence of the following insurance coverages and coverage limits (upon request):

- A. Commercial General Liability;
- B. First Party Property;
- C. Workers' Compensation; and
- D. Employers' Liability for their employees.

Section 12: 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 City and the Park District. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

- A. Complaint Procedure. The City and the Park District agree to establish a procedure for responding to complaints concerning the provisions of this Agreement. The City and the Park District agree 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 Park District Police Chief or his or her designee agrees to work cooperatively with the City Police Chief or his or her designee to determine appropriate actions to be taken to resolve the complaint.
- B. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provisions pursuant to this Agreement. The parties further agree that their representatives shall meet on a quarterly or as needed basis, to discuss, without limitation, this Agreement and the provisions provided pursuant to this Agreement, at a time and location agreed to by the parties during normal business hours.

Section 13: Term; Renewal; Termination

- A. Initial Term. The initial term of this Agreement shall be for a period of one year from the Commencement Date.
- B. Renewal. This Agreement shall automatically renew annually ("Renewal Term") on the anniversary of the Commencement Date, unless either party provides written notice to the other of its intention not to renew. Said notice shall be served not later than sixty (60) days prior to the termination of the Initial Term or any Renewal Term.

- C. **Termination.** This Agreement may be terminated 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 parties, specifically stating that the party sending the notice is exercising its right to terminate this Agreement. Such a termination shall be effective thirty (30) days after the service of such notice.

Section 14: Procedures In the Event of Termination

In the event that any party provides written notice pursuant to Section 13(C)(2) above, each party agrees to: (i) appoint, delegate and authorize one representative of such party to meet and confer with the appointed, delegated and authorized representative of the other parties promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the parties might mutually agree to renew and continue their cooperative relationship under this Agreement, and (ii) require their representative to faithfully report the nature of such discussions to their respective governmental body. The parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than three months following the notice ("Meet and Confer Period"). Termination of this Agreement shall be effective thirty (30) days following the notice provided by 13(c)(2), subject to possible reinstatement upon the agreement of the Parties as a result of discussions between the parties during the Meet and Confer Period.

Section 15: General Provisions

- A. **Commencement Date.** This Agreement shall be considered in effect when executed by the duly authorized parties.
- B. **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, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 13(B), 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:

Fox Valley Park District
101 W Illinois Ave.
Aurora, IL 60506
Attention: Executive Director

Notices and communications to the City of Aurora shall be addressed to, and delivered at, the following address:

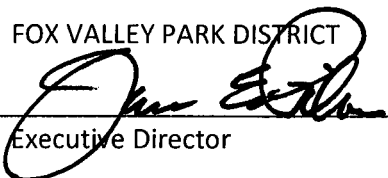
City of Aurora
44 E Downer Place
Aurora, IL 60505
Attention: Law Department

- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. 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.
- E. 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.
- F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois.
- G. 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.

- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- M. 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 City or the Park District.
- N. Retention of Authority. Nothing contained in this Agreement shall be construed as limiting or otherwise diminishing the authority or jurisdiction which is currently granted to or which may subsequently be granted to the Aurora Police Department or the Fox Valley Park District Police Department pursuant to applicable State or Federal law.

IN WITNESS HEREOF, the City of Aurora and the Fox Valley Park District, respectively, have caused this Agreement to be executed by their respective Mayor/Executive Director and attested by their respective City Clerk/Park District Secretary, as of the day and year first above written.

CITY OF AURORA
 By _____
 Mayor

FOX VALLEY PARK DISTRICT
 By 
 Executive Director

Attest _____
 City Clerk

Attest 
 Park District Secretary

Date _____

Date July 15, 2017