

MCHENRY COUNTY CONSERVATION DISTRICT
RESOLUTION #21-29

AUTHORIZING A MUTUAL AID AGREEMENT
BETWEEN THE MCHENRY COUNTY CONSERVATION DISTRICT AND
THE VILLAGE OF JOHNSBURG

WHEREAS, the McHenry County Conservation District (hereinafter referred to as the "District") and the Village of Johnsburg (hereinafter referred to as the "Johnsburg"), are units of local government authorized by the Illinois Constitution (II Const. Art VII 510) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to contract with each other and otherwise agree amongst themselves and undertake certain transactions with each other; and

WHEREAS, the parties hereto have determined that it is in the best interest of each for the purpose of providing law enforcement mutual aid by creating a partnership in accordance with the terms and conditions set forth in the agreement.

WHEREAS, so as to memorialize their mutual understanding, agreement, and commitment to such an agreement, the District and Johnsburg are prepared to enter into a certain Mutual Aid Agreement setting forth their mutual understanding and agreement; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the McHenry County Conservation District that the President and Secretary thereof are hereby authorized to adopt the resolution and authorize the Executive Director to execute the Mutual Aid Agreement with the Village of Johnsburg until terminated by either party.

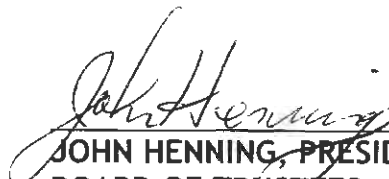
IN WITNESS WHEREOF, this Resolution #21-29 has been executed this 20th day of April, 2021 by the President and attested by the Secretary of the Board of Trustees of the District.

Ayes: 7

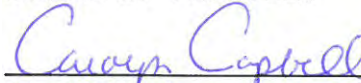
Nays: 0

Absent: 0

Abstain: 0



JOHN HENNING, PRESIDENT
BOARD OF TRUSTEES



CAROLYN CAMPBELL, SECRETARY
BOARD OF TRUSTEES

MUTUAL AID AGREEMENT

THIS AGREEMENT is entered into by and between the MCHENRY COUNTY CONSERVATION DISTRICT, McHenry County, Illinois and the VILLAGE OF JOHNSBURG, McHenry County, Illinois, which under ordinances duly adopted by their respective corporate authorities have executed this Agreement pursuant to its terms on this 3rd day of September, 2019.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract and 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 ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 et seq.), authorizes units of local government to exercise and enjoy jointly their powers, privileges or authority, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the parties hereto have determined that it is in the best interest of each to enter into an agreement to provide for mutual and joint law enforcement procedures and assistance for both the MCHENRY COUNTY CONSERVATION DISTRICT and the VILLAGE OF JOHNSBURG.

WHEREAS, the parties to this Agreement have approved this Agreement by ordinance or resolution duly adopted by their respective corporate authorities.

NOW THEREFORE, the parties agree as follows:

SECTION 1. PREAMBLE.

All statements in the preamble are true and correct and are hereby incorporated as part of this agreement.

SECTION 2. REQUEST FOR ASSISTANCE.

The requesting party may request assistance from the police department of the other party ("Responding Party") in the event that the officer in charge of the requesting party determines that there is a need for assistance for law enforcement purposes or the safety of the public.

However, the Responding Party may refuse to provide assistance if there is a shortage of the Responding Party in his/her discretion of employees, other emergency or any other reason as determined by a supervising officer. In addition, an officer from the Responding Party may have to withdraw from assistance due to an emergency or other situations in the Responding Party's jurisdiction.

SECTION 3. PERSONNEL AND EQUIPMENT.

- A). Each party shall be solely responsible for any worker's compensation or other disability claim brought by its assigned officer for any injury sustained by the officer in connection with the assistance to the other. In addition, each party shall be solely responsible for any claims for injury to persons or damage to property arising out of the activity of its participating officer under this Agreement.
- B). Each party shall be responsible for the insurance, maintenance and repairs of their respective property including police cars, radios, and any other equipment used in furtherance of this Agreement.
- C). Incident Command. During the course of any incident for which the requesting party receives mutual aid from the responding party, the responding party's officers shall operate under the command and direction of the requesting party's on-duty supervisor.

SECTION 4. COVERAGE REQUIREMENT.

In the event that 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 not less than \$3,000,000 per occurrence, written on an occurrence basis and at all times naming each party to this agreement, its public officials, employees, volunteers and agents as additional insured.

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 not less than \$3,000,000 per occurrence provided on an occurrence basis and at all times specifically extending that coverage to each party to this agreement, its public officials, employees, volunteers, and agents.

Each party shall provide the other with a certificate of insurance naming the other party and its respective public officials, employees, volunteers and agents as additional insureds as required herein.

Each party shall be required to obtain and maintain statutorily required workers' compensation insurance and employer's liability coverage with limited of not less than \$1,000,000, and such insurance shall be endorsed to waive rights of subrogation against the other party.

SECTION 5. INDEMNIFICATION

CONSERVATION DISTRICT hereby covenants and agrees to save, defend, indemnify and hold harmless VILLAGE OF JOHNSBURG, its elected officials, officers, employees, agents and the like from and against all claims, demands, causes of action, suits, actions, judgment, liability or expense, including but not limited to reasonable attorney's fees and costs arising out of or pertaining to a time when VILLAGE OF JOHNSBURG is providing mutual aid as provided in this Agreement.

Likewise, VILLAGE OF JOHNSBURG hereby covenants and agrees to save, defend, indemnify and hold harmless MCHENRY COUNTY CONSERVATION DISTRICT, its elected officials, officers, employees, agents and the like from and against all claims, demands, causes of action, suits, actions, judgment, liability or expense, including but not limited to reasonable attorneys fees and costs arising out of or pertaining to a time when MCHENRY COUNTY CONSERVATION DISTRICT is providing mutual aid as provided in this Agreement.

For the purpose of this Agreement, there shall be a presumption that whenever any law enforcement activity is required as a result of an incident arising on or about McHenry County Conservation District property, the McHenry County Conservation District police shall be the principal law enforcement agency and the Village police shall be offering mutual aid.

The allocation of liability described herein is solely intended to be for the parties' administrative convenience and shall not be construed to enlarge or reduce either party's duty to the public or to waive any defenses and immunities available in statute or common law.

SECTION 6. OPERATIONS.

- A). Each sworn police officer responding for the requesting party shall have the authority to act as a police officer on behalf of the requesting party in furtherance of the purposes of this Agreement and if necessary as directed by the requesting party.
- B). Each sworn Police Officer for the Village shall be authorized to enforce the laws of the State and the ordinances, rules, and regulations of the MCHENRY COUNTY CONSERVATION DISTRICT upon the property and facilities of the CONSERVATION DISTRICT incidental to their duties for the Village of Johnsburg and to sign and file complaints for any violation thereof. If a sworn Police Officer for the Village of Johnsburg exercises the authority granted by this section that results in a custodial arrest, the McHenry County Conservation District Police Department will be notified, pursuant to 725 ILCS 5/107-4(a-7), as soon as practical.
- C). Each sworn Police Officer for the CONSERVATION DISTRICT shall be authorized to enforce the laws of the State and the ordinances, rules, and regulations of the Village of Johnsburg throughout the jurisdiction of the Village incidental to their duties for the CONSERVATION DISTRICT and to sign and

file complaints for any violation thereof. If a sworn Police Officer for the Conservation District exercises the authority granted by this section that results in a custodial arrest, the Johnsburg Police Department will be notified, pursuant to 725 ILCS 5/107-4(a-7), as soon as practical.

SECTION 7. WITHDRAWAL FROM THE AGREEMENT.

The corporate authorities of either party may withdraw from this Intergovernmental Agreement by notifying the corporate authorities of the other municipality of such withdrawal, in writing, and such withdrawal shall be effective thirty (30) days from the date of such notice. Nothing herein shall cause any obligations to the other party which arise prior to the effective date of termination to cease, but rather the parties intend for them to survive. Without limiting the foregoing, the parties intend for the duty of indemnification described in Section 5 to survive the expiration or earlier termination of this Agreement for any claims arising prior to the effective date of such expiration or earlier termination.

SECTION 8. NO THIRD PARTY BENEFICIARY.

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.

SECTION 9. GENERAL PROVISIONS

- A.) This Agreement is not assignable.
- B.) Neither party shall enter into subcontracts for any services provided in this Agreement.
- C.) This Agreement shall not be modified unless in writing and approved by the respective governing boards of each party.
- D.) If any portion of this Agreement is found and determined to be invalid, the invalid portion shall be stricken herefrom and the remainder shall be in full force and effect.
- E.) This Agreement shall not be construed as creating any type of partnership or agency as it is merely an aid agreement to assist the parties with police operations as provided herein.
- F.) Any notices required under this Agreement shall be sent by certified mail, return receipt requested, or personally delivered as follows:

If to the Village of Johnsburg: Claudett Sofiakis, Village Administrator
Village of Johnsburg
1515 Channel Beach Avenue
Johnsburg, IL 60051

If to the Conservation District: Laura King, Chief of Police
McHenry County Conservation District
18410 US Highway 14
Woodstock, IL 60098

G.) This constitutes the entire agreement between the parties hereto and supersedes any prior understanding or agreements.

IN WITNESS WHEREOF, the undersigned governments have caused this Agreement to be duly executed this 16th day of MARCH, 2021.

VILLAGE OF JOHNSBURG,
a municipal corporation

By: Edwin Hettermann
Edwin Hettermann, Village President

ATTEST:

By: Claudett Sofiakis
Claudett Sofiakis, Village Clerk

MCHENRY COUNTY CONSERVATION DISTRICT,
a municipal corporation

By: John Henning
John Henning, President
Board of Trustees

ATTEST:

By: Megan Lee
Megan Lee, Executive Administrative Assistant