


CITY OF BATAVIA

MEMO TO: Committee of the Whole
Government Services

FROM: Daniel M. Eul 
Chief of Police

DATE: July 10, 2019

SUBJECT: Ordinance 19-50: Authorizing the Renewal of an
Intergovernmental Agreement between the City of Batavia and the
Geneva Park District for Providing Police Protection Services at
Park District Properties within the City of Batavia

Summary:

The Batavia Police Department has provided police protection services to the Geneva Park District at properties owned by the Park District within the city limits of Batavia for many years, and it is in the best interest of the public safety of our community that we continue to do so in the future. The attached intergovernmental agreement with the Geneva Park District is an update to our original Police Protection Services Agreement, which was initially adopted in 1975. Attorneys for the City of Batavia have reviewed this agreement, and the Geneva Park District Board approved it on July 1, 2019.

Staff Recommendation:

Staff recommends that the agreement be accepted and approved as presented.

Recommended Committee/Council Action:

Authorize the execution of the agreement. Request the attached ordinance and agreement be discussed and recommended at the Tuesday, July 16, 2019 Committee of the Whole Meeting, and formally approved at the Monday, August 5, 2019 City Council Meeting.

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 19-50**

**Authorization to Execute an Intergovernmental Agreement for
Providing Police Protection Services
at the Properties of the Geneva Park District Within the
City of Batavia, Illinois**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
5TH DAY OF AUGUST 2019**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Batavia,
Kane & DuPage Counties, Illinois,
This 5th day of August 2019

Prepared by:

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

**CITY OF BATAVIA, ILLINOIS
ORDINANCE 19-50**

WHEREAS, certain properties of the Geneva Park District are within the City of Batavia, Illinois, and

WHEREAS, the Geneva Park District and the City of Batavia, Illinois, find it beneficial to maintain a working relationship and desire to enter into an intergovernmental agreement to provide police protection services on all properties owned and operated by the Geneva Park District within the city limits of Batavia; and

WHEREAS, the Geneva Park District is seeking police protection services on their property and request the Batavia Police Department provide those police services as posted and signed by the Geneva Park District; and

WHEREAS, the City of Batavia, Illinois and the Geneva Park District are committed to maintaining high community standards and order; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: The Intergovernmental Agreement for Police Protection Services at Properties of the Geneva Park District, within the City of Batavia, Illinois in the form attached hereto and incorporated herein by reference as the “Agreement” is hereby approved.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute the intergovernmental agreement with the Geneva Park District to provide police service assistance on all properties owned and operated by the Geneva Park District within the City of Batavia.

SECTION 3: This Ordinance shall take immediate force and effect from and after its passage, approval and publication as required by law from and after the date the Agreement is fully executed by the City and the District.

SECTION 4: If any provisions of this Ordinance or the Agreement are deemed to be void as a matter of law or otherwise unenforceable, those provisions shall be deemed severable, and all of the remaining provisions shall continue to be given full force and effect.

PRESENTED and **PASSED** by the City Council of the City of Batavia, Illinois, this 5th day of August 2019

APPROVED by me as Mayor of said City of Batavia, Illinois, this 5th day of August 2019

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
	Mayor Schielke									
VOTE:		Ayes	Nays	Absent		Abstentions				
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Ellen Posledni, City Clerk

**INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE
AGREEMENT BETWEEN THE GENEVA PARK DISTRICT
AND THE CITY OF BATAVIA, COUNTY OF KANE**

This Agreement is made by and between the Geneva Park District ("Park District"), and the City of Batavia, County of Kane ("City"), by and for the mutual benefits and purposes as set forth below.

WHEREAS, the Park District and the City are Illinois units of local government established and governed by Illinois law; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 provides that units of local government may 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 may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further authorizes intergovernmental cooperation; and

WHEREAS, the Park District and the City desire to enter into an agreement regarding the enforcement of laws and ordinances on the properties and in facilities owned and maintained by the Park District; and

WHEREAS, the Park District desires to authorize the City of Batavia to exercise certain police authority on property owned by the Park District that is located within the corporate limits of the City of Batavia; and

WHEREAS, the Park District and the City agree that this Agreement will set forth mutual understandings and assurances to the satisfaction of both parties; and

WHEREAS, both parties agree that entering into this Agreement is a prudent course of action and will serve the constituents of both units of local government.

NOW, THEREFORE, the corporate authorities of the Batavia Park District and the City of Batavia agree as follows:

1. Purpose of Agreement.

The Park District and the City recognize that a police presence, including personnel and equipment, in order to perform police duties on the property owned and maintained by the Park District within the limits of the City is desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

2. Power and Authority.

The Park District does hereby authorize, and the City agrees to provide police protection services to the Park District which services shall include, by way of example, but not limitation or obligation, the following: (a) conduct routine and periodic surveillance on Park District property; (b) making arrests on view of an offense, or on reliable reports of witnesses or upon warrants, issue citations, tickets, notices to appear in court, warrants and take such other action as reasonably deemed necessary regarding violations of the Park District Usage Ordinance, (c) warning or advising any person to cease any apparent violations of the Park District Usage Ordinance; (d) to do such other things or acts and use any other lawful and reasonably appropriate police methods and procedures to enforce the Park District Usage Ordinance. The City shall have exclusive authority as to the amount of personnel and equipment to be assigned and such determination shall be final. Upon execution, the Park District shall cause a copy of its current ordinances to be filed with the Chief of Police and, thereafter, timely update said copy when changes are made thereto.

3. Compensation.

Police service and assistance shall be rendered without charge to the Geneva Park District during the normal conduct of police business. Whenever the City anticipates unusual or burdensome costs in assisting the Park District under this Agreement, it shall inform the Park District in advance so that an agreement for reimbursement can be reached.

4. Indemnification.

The Park District does hereby agree to indemnify, defend and hold harmless the City, and its employees or officers, for any liability, costs, expense, claim, demand, judgment or attorneys' fees arising out of injury or damage caused by any employee or officer involved in rendering aid, including, but not limited to false arrest, detention or imprisonment, wrongful death, malicious prosecution, defamation, assault and battery, invasion of privacy, failure to protect, deprivation of civil rights, trespass or pain and suffering or damage to the property of any third party, except that there shall be no indemnification for any liability arising out of any willful misconduct of any employee. The total extent of such indemnification, including the costs of defense, shall be limited to the greater of the following:

- a) The limits of liability in 65 ILCS 5/1-4-6;
- b) The limits of liability for such an occurrence established by a self-insurance pool which the liable municipality is a member;
- c) The limits of liability of any insurance policy which provides coverage to the municipality liable for the claim.

5. Liability.

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 officers shall be paid by the City of Batavia.

6. Fines and Restitution Collected.

The payment of all fines and restitution funds shall be collected by the City and shall be disbursed as follows:

- (a) All money paid by any person or entity as a fine, either voluntarily outside of Court, or by Court Order, shall be paid to and collected by the City, and said fines shall become the sole and exclusive property of the City as consideration for providing the police protection services.
- (b) All money paid by any person or entity as “restitution”, either voluntarily outside of Court, or by Court Order, for damage done to Park District property shall be paid to and collected by the City, and said funds shall thereafter be disbursed and paid to the Park District.
- (c) The City shall have the power and authority to settle and compromise any claim or demand for any violation of the Park Usage Ordinance, by any person or entity, by allowing the person or entity to pay the City within ten (10) days of the time such alleged violation or offense was committed the amount of Fifty Dollars (\$50.00) for each violation or offense. This provision shall apply only to the alleged violations of the Park District Usage Ordinance, Chapter Three. If the payment of the fine is not collected by the City through this settlement or compromise process, then the City shall be authorized to issue a warrant for the arrest of the alleged offender and proceed with the prosecution of the offense.
- (d) The City and the Park District agree to execute all necessary, documents and take all necessary steps to see that the office of the Clerk of the Circuit Court for the Sixteenth Judicial Circuit pays over all such fine and restitution money to the City

7. Effective Date of Agreement.

This Agreement shall be in full force and effect and legally binding at such time as an ordinance authorizing its execution has been passed and approved by the corporate authorities of

the Geneva Park District and the City of Batavia. This Agreement may be executed in duplicate counterparts containing the signatures of authorized representatives of the Geneva Park District and the City of Batavia, County of Kane.

8. Termination of Agreement.

This Agreement will remain in effect unless either the Park District or City chooses to withdraw from this Agreement. If either party elects to terminate, a sixty (60) day written notice will be required to be given to the other party.

AGREED:

CITY OF BATAVIA

GENEVA PARK DISTRICT

Mayor

President

ATTEST:

Clerk

Secretary

Date

Date