

RESOLUTION NO. 5 - 22

**A RESOLUTION APPROVING AN AGREEMENT WITH THE CITY OF
SPRINGFIELD REGARDING IMPOUNDMENT OF VEHICLES INVOLVED IN
FLEEING AND ELUDING**

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the City of Springfield (“City”) is a unit of local government and a public agency of the State of Illinois that operates a police force including police officers, vehicles, and equipment; and,

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 permits and expressly authorizes the Village to participate in cooperative activities with other units of local government, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village has passed an ordinance providing for the impoundment of vehicles involved in fleeing and/or eluding police officers; and,

WHEREAS, the City has passed a similar ordinance providing for the impoundment of vehicles involved in fleeing and/or eluding police officers; and,

WHEREAS, the Village and City have reached an agreement for reciprocal enforcement of their impoundment ordinances for fleeing and eluding police upon the terms and conditions of the Agreement attached hereto as **Exhibit A**; and,

WHEREAS, the Village President and Board of Trustees believe it to be in the best interest of the Village to enter into the Agreement as attached hereto.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

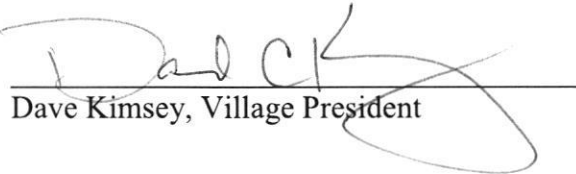
Section 2. Approval of Agreement. The Village Board hereby approves the Agreement with the City of Springfield attached hereto as **Exhibit A** and authorizes the Village Police Chief and/or Village President to execute any documents necessary to effectuate the renewal.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 25th day of January, 2022.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
MEREDITH FERGUSON	X			
JOHN FLETCHER	X			
BRETT GERGER	X			
MATT MAU	X			
DAVE KIMSEY				
TOTAL	6	0	0	1

APPROVED by the President of the Village of Chatham, Illinois this 25th day of January, 2022.


 Dave Kimsey, Village President

Attest:


 Dan Holden, Village Clerk

EXHIBIT A
Intergovernmental Cooperation Agreement

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
THE VILLAGE OF CHATHAM, ILLINOIS,
AND
THE CITY OF SPRINGFIELD, ILLINOIS
REGARDING THE IMPOUNDMENT OF VEHICLES INVOLVED IN FLEEING AND ELUDING**

THIS AGREEMENT (herein after referred to as “Agreement”), made and entered into as of the 25TH day of JANUARY, 2022, by and between The Village of Chatham (“Village”), an Illinois Municipal Corporation, and the City of Springfield, (“City”) an Illinois Municipal Corporation.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 permits and expressly authorizes the Village to participate in cooperative activities with other units of local government, in any manner not prohibited by law or by ordinance; and

WHEREAS, Illinois statutes provide that public agencies may share powers through intergovernmental agreements pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and,

WHEREAS, the Village is a unit of local government and a public agency of the State of Illinois that operates a police force including police officers, vehicles, and equipment; and,

WHEREAS, the City is a unit of local government and a public agency of the State of Illinois that operates a police force including police officers, vehicles, and equipment; and,

WHEREAS, the Village and the City are in close proximity to each other and are contiguous at certain points; and,

WHEREAS, the Illinois Motor Vehicle Code (625 ILCS 5/11-204.1) and Illinois Criminal Code (720 ILCS 5/36-1) authorizes the impoundment of vehicles involved in the aggravated fleeing or attempted eluding of a peace officer; and

WHEREAS, the Village and City desire that their laws, ordinances, rules and regulations, as well as those of the State of Illinois be enforced within their boundaries as well as on the roadways immediately leading to and coming from the Village and the City; and,

WHEREAS, the City and the Village have both passed ordinances allowing for the impoundment of vehicles used to evade police,

WHEREAS, the Parties believe it to be in their best interests to enter into an Agreement for reciprocal enforcement of their impoundment ordinances for fleeing and eluding police.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and

agreements herein contained, the Parties hereto agree as follows:

1. Incorporation. The preamble “Whereas” findings set forth hereinabove are hereby declared to be adopted by the parties as part of this Agreement, as if said preamble findings were expressly set forth verbatim in the body of this Intergovernmental Cooperation Agreement.

2. Scope of Services. Village police officers shall be authorized at all times to enforce the laws, ordinances, rules, and regulations of the City of Springfield for impoundment for fleeing and eluding police officers for vehicles found within the jurisdiction of the Village for crimes committed within the City. City police officers shall be authorized at all times to enforce the laws, ordinances, rules and regulations of the Village of Chatham for impoundment of fleeing and eluding police officers for vehicles found within the jurisdiction of the City for crimes committed within the jurisdiction of the Village. The City and the Village shall make no payment to each other for the enforcement services contained herein.

3. Command. The police officers shall remain under their respective command. The Village police officers shall remain employees and agents of the Village. The City police officers shall remain employees and agents of the City. The police officers shall have full and exclusive control over the specific means, manner, and methods used in providing the law enforcement and police services contemplated by this Agreement within their respective corporate limits.

4. Immunities Retained. The Village and the City and all employees, agents, and volunteers thereof shall in all circumstances, both inside and outside the corporate limits of the Village and the City, possess, retain, and to the extent that may be necessary, transfer all of their common law and statutory immunities and defenses from liability for civil actions, including, but not limited to, all such defenses and immunities contained in the “Local Governmental and Governmental Employees Tort Immunity Act”, 745 ILCS 10/1-101 *et seq.*, to the end that the City and the Village, and all employees, agents and volunteers thereof shall fully enjoy and benefit from all such common law and statutory defenses and immunities.

5. Approval of Agreement. This Agreement shall not become effective until first approved by appropriate ordinance or resolution of the governing bodies of the Village and the City. Upon approval, copies of this Agreement shall be filed with each agency’s appropriate Clerk.

6. Term. The term of this Agreement shall be twelve (12) months from the date of effective passage by both governing bodies. This Agreement shall continue to automatically renew for twelve (12) month terms until it is terminated, but in no event shall the Term exceed a four (4) year period without additional passage from both governing bodies.

7. Termination. Upon approval of the governing bodies of the Village and the City, this Agreement shall remain in full force and effect until it is terminated by action of either governing body upon thirty (30) days written notice to the other, with or without cause. Any notice of termination must be sent via U.S. mail to the following parties and addresses: City of Springfield: the Mayor and Corporation Council at 800 E. Monroe St., Springfield, Illinois 62701 (or current place of business, if different than the above); Village of Chatham:

8. Choice of Law. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

9. 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.

10. Indemnification. The Village shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any claims, demands, action, loss or expenses, including but not limited to attorney's fees, arising out of the negligent acts or omissions of the Village, its agents or employees, or arising out of the work performed by the Village, its agents or employees, in connection with this Agreement. This indemnification shall survive termination of this Agreement for the period of time during which this Agreement was effective.


The City shall indemnify, defend, and hold harmless the Village, its officers, agents, and employees from and against any claims, demands, action, loss or expenses, including but not limited to attorney's fees, arising out of the negligent acts or omissions of the City, its agents or employees, or arising out of the work performed by the City, its agents or employees, in connection with this Agreement. This indemnification shall survive termination of this Agreement for the period of time during which this Agreement was effective.

IN WITNESS WHEREOF, the Village of Chatham and the City of Springfield, Illinois, have approved this Agreement as of the date and year first above written.

CITY OF SPRINGFIELD

VILLAGE OF CHATHAM


By: _____
Its: _____

By: 
Its: President

ATTEST:

ATTEST:

By: _____
Its: _____

By: 
Its: Clerk