

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF RINGWOOD AND THE VILLAGE OF JOHNSBURG**

THIS AGREEMENT (the “Agreement”) dated as of this 16th day of November, 2021, is entered into by and between the Village of Ringwood (“Ringwood”) and the Village of Johnsburg (“Johnsburg”).

RECITALS

WHEREAS, 5 ILCS 220/ 1 *et seq.*, entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised, or which may be exercised, by a unit of government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, 5 ILCS 220/ 1 *et seq.*, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, function, activity, or undertaking which any public agency entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Illinois Constitution and the Illinois statutes encourage and provide for units of local government to cooperate and enter into intergovernmental agreements in any manner not prohibited by law or ordinance to their mutual benefits; and

WHEREAS, Ringwood is a municipality organized under the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.*, possessing full and complete authority to enter into intergovernmental agreements with other units of local government; and

WHEREAS, Johnsburg is a municipality organized under the Illinois Municipal Code, as amended, 65 ILCS 5/1-1-1 *et seq.* possessing full and complete authority to enter into

- intergovernmental agreements with other units of local government; and

WHEREAS, Ringwood and Johnsburg, in the spirit of intergovernmental cooperation, and pursuant to Article 7, Section 10 of the Constitution of the State of Illinois, and pursuant to 5 ILCS 220/ I *et seq.* being the Intergovernmental Cooperation Act, desire to work together to further the use of administrative adjudication in enforcement of their respective ordinances; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Johnsburg will provide Ringwood access to its Village Council Chambers for processing violations of Ringwood's ordinances and such other matters as the laws of the State of Illinois may authorize for processing in administrative adjudication from time to time; and

WHEREAS, the parties agree that the agreements made herein are in the best interests of both Ringwood and Johnsburg.

NOW, THEREFORE, Ringwood and Johnsburg, in consideration of the foregoing recitals incorporated in this Agreement by reference and in consideration of the provisions and covenants contained herein, agree as follows:

AGREEMENT

1. The aforementioned recitals are incorporated into and made a part of this Agreement.
2. Johnsburg shall permit all administrative adjudication hearings to be held at Johnsburg Village Hall, 1515 Channel Beach Avenue, Johnsburg, Illinois 60051, with Ringwood's hearings to begin at 9:00 a.m. on the third Monday of every month, or at such other time as set forth by Johnsburg if the third Monday of the month is a holiday.
3. All administrative adjudication hearings under this Agreement shall be conducted by a hearing officer certified under 65 ILCS 5/1-2.1-4, and shall be retained by Johnsburg.
4. Johnsburg shall process all fines collected for Ringwood's citation adjudicated

under this agreement and disburse same to Ringwood on a monthly basis, less a hearing and administration fee, which shall be retained by Johnsburg. Johnsburg shall receive a hearing and administration fee of \$25.00 for each Ringwood citation adjudicated under this Agreement as compensation for Ringwood's use of Johnsburg's Village Hall, its hearing officer and administrative staff. Said fee shall be assessed for each appearance.

5. Ringwood shall indemnify and hold harmless Johnsburg, and its officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs, and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the acts or omissions of Ringwood, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this Agreement.

6. Johnsburg shall indemnify and hold harmless Ringwood, and its officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs, and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from the acts or omissions of Johnsburg, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this Agreement.

7. This Agreement is entered into for the benefit of each of the parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought to a third party.

8. No party to this Agreement shall have the right to assign or transfer this Agreement

or rights herein

9. Both parties have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

10. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Ringwood: Village of Ringwood
c/o Village Clerk
6000 Barnard Mill Rd
Ringwood, IL 60072

If to Johnsburg: Village of Johnsburg
c/o Village Clerk
3611 Chapel Hill Road
Johnsburg, Illinois 60051

or to such other address, or additional parties, as either party may from time-to-time designate in a written notice to the other party.

11. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, both of which shall constitute one and the same Agreement.

12. Each party hereto represents that they have the requisite authority to enter into this Agreement and each party will provide a resolution or ordinance from their respective governing Boards, acceptable to the other, within thirty (30) days after the date first above written, authorizing the execution of this Agreement.

13. This Agreement may not be modified, except by a written agreement signed by all of the parties or their successors in interest, and shall require authorized approval by the appropriate governing Board of each local governmental entity which is a party hereto.

14. This Agreement shall be deemed dated and become effective on the date the last of the parties execute this Agreement as forth below.

15. This Agreement will be in effect for an initial period of five (5) years. It will automatically renew for additional five (5) year periods unless terminated by either party in accordance with Paragraph 8 above.

IN WITNESS WHEREOF, Ringwood and Johnsburg, by the following officials, sign their names to enter into this Agreement.

VILLAGE OF RINGWOOD

By Richard E. Mack 6/2/22
Name: Richard E. Mack Date
Title: President

VILLAGE OF JOHNSBURG

By Edwin P. Hettermann 6/2/22
Name: Edwin P. Hettermann Date
Title: President