

RESOLUTION 2025-57-R

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DUPAGE COUNTY FOR PUBLIC SAFETY IMPROVEMENTS

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

SECTION ONE: **APPROVAL.** The Intergovernmental Agreement between the Village of Bartlett and DuPage County for Public Safety Improvements (the "Agreement"), a copy of which is appended hereto as Exhibit A and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: **AUTHORIZATION.** The Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

SECTION THREE: **WAIVER OF BIDS.** To the extent any formal competitive bidding requirements apply to the approval of the Agreement authorized by this Resolution, such competitive bidding requirements are hereby waived.

SECTION FOUR: **SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FIVE: **REPEAL OF PRIOR RESOLUTIONS.** All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: **EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

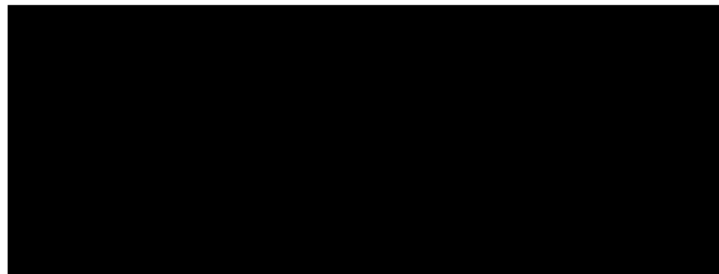
AYES: Trustees Battermann, Deyne, Gandsey, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

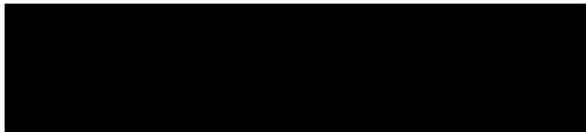
PASSED: June 3, 2025

APPROVED: June 3, 2025



Daniel H. Gunsteen, Village President

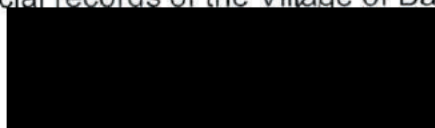
ATTEST:



Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025-57-R enacted on June 3, 2025, approved on June 3, 2025 as the same appears from the official records of the Village of Bartlett.



Lorna Giles, Village Clerk



EXHIBIT A

*Intergovernmental Agreement Between the Village of Bartlett and DuPage County for
Public Safety Improvements*

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND
VILLAGE OF BARTLETT FOR PUBLIC SAFETY IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 3rd day of June, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and VILLAGE OF BARTLETT, a body politic and corporate, with offices at 228 S. Main Street, Bartlett, IL (hereinafter referred to as the "VILLAGE").

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to operate, maintain and keep in repair automatic license plate readers pursuant to 625 ILCS 5/2-130 (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local citizens by improving public safety within the Village of Bartlett and throughout DuPage County, and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to ten thousand five hundred dollars (\$10,500) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and VILLAGE shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the purchase and installation of various automatic license plate readers within the Village of Bartlett. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated to exceed ten thousand five hundred dollars (\$10,500).
- 3.2 It is the intention of the Parties that up to ten thousand five hundred dollars (\$10,500) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the VILLAGE'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and contract documents for the PROJECT, together with the award of all PROJECT-related contracts. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.

- 4.2 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The VILLAGE shall be responsible for submitting copies of all plans, specifications, contract documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.4 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.
- 4.5 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.
- 4.6 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and contract documents prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any

work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.

- 5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed ten thousand five hundred dollars (\$10,500). In the event PROJECT costs total less than ten thousand five hundred dollars (\$10,500), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set

forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VILLAGE:

Margret Diaz
228 S. Main Street
Bartlett, IL 60103

ON BEHALF OF THE COUNTY:

Jeremy Custer
421 N. County Farm Road
Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the 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 and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.


COUNTY OF DUPAGE

Deborah Conroy
Chairman


ATTEST:

Jean Kaczmarek,
County Clerk

VILLAGE OF BARTLETT


Daniel H. Gunsteen
Village President

ATTEST:


Lorna Giles,
Village Clerk, Bartlett



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

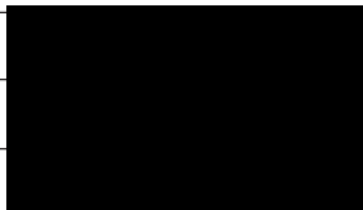
SECTION I Organization Information

Organization	Bartlett Police Department
Contact Person	Margret Diaz
Address	228 S. Main Street
City	Bartlett
Phone Number	(630)540-5151
Email	mdiaz@bartlett.il.gov

SECTION II Project Description

Project Title	Flock Safety LPR Cameras
Cost of the Project	\$10,500
Brief Description of the Scope of Initiative	We are adding 3 new Flock Safety LPR cameras in DuPage County. 1 on Southbound Route 59 and Army Trail Road. 2 on East and Westbound Stearns Road and Powis Road.
Desired Outcomes	We believe the addition of these cameras will provide objective evidence to solve crimes, proactive alerts to avoid potentially dangerous encounters, and significantly strengthen our investigative capabilities. In addition to supporting investigations, the presence of LPR cameras is expected to serve as a strong deterrent to criminal activity, ultimately contributing to a safer and more secure environment for all DuPage County residents.

SECTION III Signature

Member Name	Jim Zay		
District	District 6		
Signature			

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)

Project Title:

Flock Safety LPR Cameras

Cost of Project:

The total cost for the three cameras, including installation is \$10,500.

- **Flock Safety Camera (x3):** \$3,500 each
- **Total Cost:** \$10,500

Brief Description of the Scope of Initiative:

We are adding 3 new Flock Safety LPR cameras in DuPage County.

1 on Southbound Route 59 and Army Trail Road.

2 on East and Westbound Stearns Road and Powis Road.

I am writing to respectfully request funding to purchase three Flock Safety License Plate Recognition (LPR) cameras to enhance our community's safety and investigative efforts. These cameras are equipped with advanced AI technology capable of capturing high-resolution images of vehicles, providing our agency with critical data that can be shared with local law enforcement agencies to support and accelerate investigative efforts.

The Bartlett Police Department is dedicated to promoting the safety and well-being of our community, and as part of our ongoing initiatives, we recognize the growing importance of technology in assisting law enforcement in providing the highest standards of service and community protection. Flock Safety LPR cameras provide real-time data collection and can help identify vehicles of interest in incidents related to criminal activity, traffic violations, or other public safety concerns.

Since integrating Flock Safety License Plate Recognition (LPR) technology into our operations, we have achieved measurable success in enhancing public safety and investigative outcomes. This technology has significantly improved our ability to resolve criminal cases, recover stolen property, and locate missing or endangered individuals—outcomes that may not have been possible through traditional methods alone.

With access to a network of nearly 17,000 LPR cameras within a 500-mile radius, our agency has leveraged this system as a resource multiplier, enabling more efficient and timely investigations.

In one particularly case, LPR camera data facilitated the successful rescue of a kidnapping victim who had been abducted at knifepoint and later located in Indiana. In another instance, the technology enabled the identification and apprehension of an

individual who discharged a firearm from a moving vehicle—an arrest that would have been far more challenging without this tool.

These outcomes demonstrate the tangible value of LPR camera technology in improving public safety and underscore the importance of continued investment in data-driven tools that enhance law enforcement effectiveness and community protection.

Desired Outcomes:

We believe the addition of these cameras will provide objective evidence to solve crimes, proactive alerts to avoid potentially dangerous encounters, and significantly strengthen our investigative capabilities. In addition to supporting investigations, the presence of LPR cameras is expected to serve as a strong deterrent to criminal activity, ultimately contributing to a safer and more secure environment for all DuPage County residents.

We are confident that this investment will have a direct and positive impact on the safety of our DuPage County community.

Thank you for considering our request.

Hello Jim,

Thank you for all your help with this grant.

I have attached our proposal letter, W-9 and MIP application – the fillable PDF.

I did have a couple things to address to see if they'd cause any issue with this grant.

- Our agency DOES have home-rule authority
- We did not go through any bidding for these cameras due to Flock Safety being the largest network used by surrounding agencies.

Please let me know if there's anything else you need from me.

Thank you and have a great weekend!

Margret Diaz

Accreditation Manager
Bartlett Police Department
228 S. Main St

Bartlett, IL 60103

Main: (630) 837-0846

Direct: (630) 540-5151

Fax: (630) 837-0865