

RESOLUTION NO. 16 - 12

A RESOLUTION PROVIDING THE MEANS BY WHICH COAL CITY MAY ASSIST WITH BACKUP POLICING SERVICES FOR CONTRACT COMMUNITIES

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other local unit of local government; and

WHEREAS, in the spirit of intergovernmental cooperation, Grundy County provides municipal policing for incorporated areas within Grundy County, including municipalities adjacent to the Village of Coal City, hereafter referred to as contract communities; and

WHEREAS, although Grundy County sets rates and collects fees for the provision of necessary municipal policing services within certain municipalities that contract with it for the provision of services, the Village of Coal City has nevertheless been relied upon without compensation or contract, by the municipalities under contract with Grundy County to respond to calls for service within their borders, which often results in Coal City officers taking on the role of first responders during their response; and

WHEREAS, the Village of Coal City and its officers face the same risks and assumes the same liability during responses within other municipalities as calls within its own boundaries, including a 2014 incident wherein Diamond resident Steven Gear sued the Village of Coal City for an extraterritorial police response wherein police assistance was rendered in the Village of Diamond, which results in additional liability claims experience as well as requiring the payment of \$5,000 to satisfy the Village's liability insurer; and

WHEREAS, the Village of Coal City has continuously attempted to identify a means by which adjacent municipalities may support the ongoing provision of Coal City police services for their residents whereby the liability of providing a free service to municipalities outside of Coal City would not expose Coal City to tremendous financial risk without compensation; and

WHEREAS, it is incumbent upon the Village Board of Coal City to balance its desire to provide municipal services in a cooperative manner along with their duty to protect the interests of Coal City residents; and

WHEREAS, the leaders of adjacent contract communities met with representatives of the Village of Coal City in March of 2015 and expressed their desire to not place undue burden or greater liability upon the Coal City residents and requested backup policing services to be provided by Will County rather than the Village; and

WHEREAS, the total calls for Coal City police services in neighboring municipalities have been greatly reduced, but remain a primary means of assisting with policing services due to the limited number of officers available to respond within the Coal City area of Grundy County; and

WHEREAS, the Corporate authorities of the Village of Coal City have continuously attempted to stress the importance of this issue and work with neighboring communities and Grundy County to find the means by which Coal City can continue to offer assistance while mitigating liability due to its participation and provision of services to residents who do not contribute Coal City municipal taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF COAL CITY, GRUNDY AND WILL COUNTIES, ILLINOIS AS FOLLOWS:

1. That the above recitals are hereby incorporated into the body of the Resolution and restated as though set forth herein.
2. The Village Board offers the intergovernmental agreement provided in Exhibit A to those adjacent contract communities as a means by which Coal City Police Department resources may continue to be relied upon for necessary assistance when primary public safety service providers cannot provide timely services.
3. The offer of service contained herein expires as of October 11, 2016. Thereafter, the letter contained within Exhibit B shall be provided to Grundy County Consolidated Dispatch informing them to maintain the desires of Coal City's adjacent contract communities and rely solely upon the public safety services of Grundy and Will Counties to ensure the safety of their residents.

PASSED AND APPROVED this 11th day of August, 2016.

VILLAGE OF COAL CITY

ATTEST

By 
Terry Halliday, Mayor

By 
Pamela Noffsinger, Clerk

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAW
ENFORCEMENT SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made as of this ____ day of _____, _____, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter “Coal City”), and the VILLAGE OF DIAMOND, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter “Diamond”), (collectively, Coal City and Diamond shall be known as the “Parties”). In consideration of the recitals and mutual covenants and agreements set forth below, the parties hereby agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

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

WHEREAS, Coal City and Diamond are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, Coal City has full power and authority under Division 11 of the Illinois Municipal Code to create, maintain and establish regulations governing its police department;

WHEREAS, Coal City is authorized by Section 11-1-2.1 of the Illinois Municipal Code to enter into agreements with other municipalities to furnish police assistance upon request;

WHEREAS, Section 7-4-7 and 7-4-8 of the Illinois Municipal Code grant Coal City police officers the power to exercise their full authority as peace officers within adjoining municipalities in the same County, including the Village of Diamond;

WHEREAS, Grundy County (hereinafter, the “County”) is authorized to and does provide law enforcement services through its Sheriff’s Department as authorized by Division 3-6 of the Illinois Counties Code, 55 ILCS 5/3-6001, *et seq.*;

WHEREAS, Diamond does not maintain a police department of its own;

WHEREAS, the County has entered into an intergovernmental agreement with Diamond to provide law enforcement services to Diamond in return for compensation;

WHEREAS, the Parties find that Coal City is not a party to the intergovernmental agreement between Diamond and Grundy County and that Diamond does not presently contract for the provision of any law enforcement services from Coal City and that Coal City does not receive compensation for providing police assistance within Diamond;

WHEREAS, despite the absence of any intergovernmental agreement or compensation, Coal City has historically provided law enforcement services to Diamond on both a first-responder basis and in a secondary, back-up capacity to first-responding County law enforcement personnel;

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) of Diamond have determined that there presently exists a need for additional police services within the Village of Diamond insofar as the Grundy County Sheriff is occasionally unable to respond to situations in a timely fashion and the County’s resources are limited and sometimes require the provision of certain back-up assistance in responding to calls within Diamond;

WHEREAS, Diamond has requested that dispatchers and Grundy County Sheriff’s personnel first contact the Will County Sheriff’s Department to request law enforcement back-up within Diamond, but that there remains a need from time to time to request additional or alternative backup services from the Coal City Police Department;

WHEREAS, the Parties recognize and reaffirm their respective commitments to providing for a continuation of Coal City’s provision of ancillary, supportive law enforcement services to Diamond by responding to requests for back-up assistance from the County as provided herein, where the County shall at all times maintain primary responsibility for the provision of law enforcement services in Diamond as the lead agency (the “Lead Agency”), and Coal City shall provide, upon request by the highest-ranking officer present for the Lead Agency and, in the sole discretion of the highest-ranking officer present for Coal City based on the availability of sufficient personnel and/or equipment to provide the requested “Police Assistance” (as herein defined) without threatening the health, safety and welfare of the residents of Coal City due to a lack of available law enforcement resources or otherwise, ancillary law enforcement support services within Diamond including, but not limited to, securing scenes for the Lead Agency and directing traffic (cumulatively, the “Police Assistance”);

WHEREAS, Coal City desires to continue offering Police Assistance to the County within the territorial limits of Diamond as provided above, as well as in the event of any “Emergency” or “Disaster” covered by the Law Enforcement Mutual Aid Agreement for which assistance is requested by Diamond, as those terms are defined therein;

WHEREAS, the Parties wish to associate, cooperate, provide and receive, respectively, Police Assistance in Diamond in an equitable and fiscally responsible manner that protects the health, life, safety and welfare of the public, law enforcement and emergency responders while also limiting the liability exposure of Coal City arising out of the provision of the free Police Assistance within Diamond as provided for herein;

WHEREAS, the Parties have found and determined that it would be in their mutual best interests to enter into this Agreement and provide and receive, respectively, Police Assistance in Diamond in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the Village of Coal City and Village of Diamond hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Effective Date. This Agreement shall become effective on October 10, 2016.

3. Term. This Agreement shall continue in effect on and after the Effective Date until such time as it may be terminated in accordance with the provisions of the Agreement.

4. Authorizations. The Village of Coal City Police Department shall be authorized at all times to enforce the laws, ordinances, rules and regulations of the Village of Diamond, the Village of Coal City, the State of Illinois, and the United States (cumulatively, the "Laws") upon and within the corporate limits of Diamond.

5. Scope of Services. The Parties acknowledge and agree that the Grundy County Sheriff's Department (the "Lead Agency") shall at all times maintain primary responsibility for the provision of law enforcement services within Diamond and that nothing herein shall be construed to obligate Coal City in any particular circumstance to provide Police Assistance. Notwithstanding the foregoing, Coal City shall provide certain backup, ancillary law enforcement support services in the nature of securing scenes for the Lead Agency and directing traffic to enhance in a supporting role the Lead Agency's provision of law enforcement services within Diamond (the "Police Assistance").

6. Limitation of Support Services. Diamond agrees that it shall instruct law enforcement dispatch operations with jurisdiction over the Village of Diamond to direct service calls to the Grundy County Sheriff. Diamond further agrees that it shall instruct the Grundy County Sheriff's Department to request law enforcement assistance in Diamond from the Will County Sheriff prior to requesting Police Assistance from Coal City. It is further mutually understood and agreed that Coal City shall not have its officers, vehicles or equipment specifically designated for patrol within Diamond or serve as first responders in a lead agency capacity in response to calls from dispatch, but rather that Coal City police officers shall be empowered to enforce the Laws within Diamond as may be reasonable, necessary or convenient for and during the provision of Police Assistance to the Lead Agency.

7. Requests for Police Assistance. Grundy County may initiate a direct request for Police Assistance from Coal City as the supporting agency within Diamond whenever deemed advisable by the highest-ranking officer on duty for the Grundy County Sheriff. Coal City shall exercise good faith in rendering Police Assistance to Grundy County within Diamond upon request when, in the sole discretion of the highest-ranking officer present for Coal City sufficient personnel and/or equipment are available to provide the requested Police Assistance

without threatening the health, safety and welfare of the public within the Village of Coal City due to a lack of available law enforcement resources or otherwise. Nothing in this Agreement is intended, and shall not be construed, to require Coal City to respond to dispatch calls or provide Police Assistance or other law enforcement services for events that occur outside of the Village of Coal City, except as may be otherwise required by statute and any other mutual aid agreement or law enforcement service contract that may be in effect.

8. Command & Independent Contractor Status. Except as may be otherwise noted herein, Coal City Police Department personnel shall remain at all times under the command, control and direction of the highest-ranking officer on duty of the Coal City Police Department. At all times during the performance of this Agreement, Coal City law enforcement personnel shall remain employees and agents of the Village of Coal City and shall adhere to the policies and procedures of their own employer. As employees of Coal City, Coal City shall have full and exclusive control over the specific means, manner and methods used in providing the Police Assistance contemplated by this Agreement and the Parties agree that any Coal City officer rendering Police Assistance in Diamond pursuant to this Agreement shall be an independent contractor and shall not be an employee, agent or servant of Grundy County or Diamond.

9. Liability Coverage.

- A. Coal City shall maintain, at all times during the term of the Agreement, commercial insurance or risk financing through its participation in a self-insured intergovernmental risk pool, general liability coverage specifically including law enforcement professional liability, automobile liability, bodily injury and property damage in the minimal amount of \$4,000,000.00 combined single limit per occurrence with an aggregate no less than twice the occurrence limit to insure against liability incurred in the rendering of Police Assistance under this Agreement (cumulatively, the "Liability Coverage").
- B. The Parties acknowledge and agree that Coal City's self-insurance pool or insurance carrier providing the Liability Coverage herein required, shall calculate the portion of Coal City's annual Liability Coverage premium specifically and uniquely attributable to the provision of Police Assistance in Diamond as provided in this Agreement (the "Diamond Liability Premium") and Coal City shall present the Diamond Liability Premium to the Corporate Authorities of Diamond prior to the execution of this Agreement and, thereafter, within thirty (30) days of any change in the Diamond Liability Premium, not to exceed once per calendar year. The Diamond Liability Premium shall include any increase in premiums payable by Coal City as a result of losses incurred or claims made against Coal City in connection with the performance of Police Assistance in Diamond. By entering into this Agreement, Diamond acknowledges and agrees that it accepts the Diamond Liability Premium as being true and correct and agrees to pay the Diamond Liability Premium within thirty (30) days of the Effective Date and, thereafter, within thirty (30) days of receiving notice from Coal City that the Diamond

Liability Premium has changed. Said payments shall be remitted on an annual basis. The Parties agree to exercise good-faith in reaching agreement as to the amount of the Diamond Liability Premium. Where the Parties are unable, in good faith, to reach agreement as to the Diamond Liability Premium within thirty (30) days of Coal City's provision of notice and documentation as provided herein, then the Parties agree to mediate their dispute. If mediation is unsuccessful and the Parties are still unable to reach agreement as to the Diamond Liability Premium, then the Parties may exercise their rights at law or in equity as to the amount due and owing from Diamond to Coal City to make Coal City whole for its obligation to pay increased premiums resulting from any and all liabilities, obligations, losses, claims, or demands incurred by Coal City by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, including the loss of use therefrom, or civil and/or constitutional infringement of rights (specifically including violations of the Federal civil rights statutes) arising from, incident to, connected with or growing out of Police Assistance rendered pursuant to this Agreement, and the Agreement shall be terminated and of no further force and effect as to future obligations.

- C. In addition to paying the Diamond Liability Premium, Diamond shall reimburse Coal City in full within thirty (30) days of Coal City providing notice to Diamond of any Liability Coverage deductible paid by Coal City by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, including the loss of use therefrom, or civil and/or constitutional infringement of rights (specifically including violations of the Federal civil rights statutes) arising from, incident to, connected with or growing out of Police Assistance rendered by Coal City within the corporate limits of Diamond.
- D. The Parties agree to execute and deliver any documents or information as may be reasonably required by each or any of them and do whatever else may be necessary or convenient for each or any of them to protect and exercise their respective rights hereunder.
- E. The rights and obligations set forth in this Paragraph 9 shall survive the termination of the Agreement.

10. Employment Coverage.

- A. Coal City shall maintain, at all times during the term of the Agreement, commercial insurance or risk financing through its participation in a self-insured intergovernmental risk pool, workers' compensation coverage in accordance with statutory minimums, and employer's liability coverage in an amount not less than \$500,000.00 per occurrence for all of its employees (cumulatively, the "Employment Coverage").

- B. Coal City shall promptly provide Diamond with notification and documentation reflecting any increased Employment Coverage premiums where Coal City has experienced an increased detrimental loss ratio as a result of an injury, casualty or loss suffered by a Coal City employee in connection with the performance of Police Assistance in Diamond in the preceding year or where the Employment Coverage continues providing payments related to such a claim arising in a prior year. The Parties acknowledge and agree to exercise good-faith in reaching agreement as to the amount of any increase in Coal City's Employment Coverage aggregate annual premiums that is attributable to compensable injuries, casualties and losses suffered by Coal City employees in connection with the performance of Police Assistance in Diamond as provided in this Agreement (the "Diamond Employment Coverage Premium Increment"). Where the Parties are unable, in good faith, to reach agreement as to the Diamond Employment Coverage Premium Increment within thirty (30) days of Coal City's provision of notice and documentation as provided herein, then the Parties agree to mediate their dispute. If mediation is unsuccessful and the Parties are still unable to reach agreement as to the Diamond Employment Coverage Premium Increment, then the Parties may exercise their rights at law or in equity as to the amount due and owing from Diamond to Coal City to make Coal City whole for its obligation to pay the Diamond Employment Coverage Premium Increment and the Agreement shall be terminated and of no further force and effect as to future obligations.
- C. In addition to paying the Diamond Employment Coverage Premium, the Parties hereby agree that Diamond shall reimburse Coal City in full for any out-of-pocket expenses incurred by Coal City by reason of disability payments, Public Safety Employee Benefit Act (PSEBA) payments or benefits, public pension benefits, Public Employee Disability Act (PEDA) payouts, claims for damage to or destruction of equipment and clothing, or other otherwise uncovered claims for medical expenses by a Coal City police officer sustained as a result of providing Police Assistance under this Agreement, arising out of the performance of Police Assistance in Diamond under this Agreement (cumulatively, the "Employee Losses"). Diamond shall reimburse Coal City for its out-of-pocket payment of Employee Losses in full as and when occurred, but in no event later than within thirty (30) days of being notified of such Employee Loss payments made by Coal City.
- D. The Parties agree to execute and deliver any documents or information as may be reasonably required by each or any of them and do whatever else may be necessary or convenient for each or any of them to protect and exercise their respective rights hereunder.
- E. The rights and obligations set forth in this Paragraph 10 shall survive the termination of the Agreement.

11. Hold Harmless and Indemnification for Police Assistance.

To the fullest extent permitted by law, and in addition to any of the foregoing obligations, Diamond shall indemnify, defend and hold harmless Coal City, its governing Board, elected and appointed officials, attorneys, employees, agents, and representatives, in their individual and official capacities (collectively, "Coal City Indemnitees"), from and against any and all liabilities, obligations, losses, claims, demands, liens, penalties, damages, fines, fees, interest, costs and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by one or more of Coal City Indemnitees arising out of the performance of this Agreement, except as to claims or judgments resulting from the intentional or negligent acts or omissions of one or more Coal City Indemnitees, and not including the approval of this Agreement. Nothing contained herein shall be construed as prohibiting Coal City Indemnitees from defending through the selection and use of their own attorneys and experts, any claims, actions or suits brought against them. The duty to indemnify hereunder shall survive the termination of the Agreement.

12. No Duty to Third Parties or Third Party Beneficiaries. 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 or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

13. Termination Without Cause. This Agreement may be terminated by either Coal City or Diamond upon 30 days prior written notice to the other party.

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(es) set forth below:

Notices and communications to Coal City shall be addressed to, and delivered in triplicate at, the following address:

Village of Coal City
535 S. Broadway Street
Coal City, IL 60416
ATTN: Mayor Halliday, Administrator Fritz, Chief Best

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

DIAMOND: Mayor Kernc
Village of Diamond

1750 East Division Street
Diamond, IL 60416

With a Copy To: John S. Gallo
Tracy, Johnson & Wilson
2801 Black Road, 2nd Floor
Joliet, IL 60435

15. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

16. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

17. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

19. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

20. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

21. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

VILLAGE OF DIAMOND

By: 
President Halliday

By: _____
President Kernc

ATTEST

ATTEST

By: 
Village of Coal City Clerk

By: _____
Village of Diamond Clerk

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAW
ENFORCEMENT SERVICES**

Carbon Hill IGA

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made as of this ____ day of _____, _____, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter “Coal City”), and the VILLAGE OF CARBON HILL, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter “Carbon Hill”), (collectively, Coal City and Carbon Hill shall be known as the “Parties”). In consideration of the recitals and mutual covenants and agreements set forth below, the parties hereby agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

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

WHEREAS, Coal City and Carbon Hill are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, Coal City has full power and authority under Division 11 of the Illinois Municipal Code to create, maintain and establish regulations governing its police department;

WHEREAS, Coal City is authorized by Section 11-1-2.1 of the Illinois Municipal Code to enter into agreements with other municipalities to furnish police assistance upon request;

WHEREAS, Section 7-4-7 and 7-4-8 of the Illinois Municipal Code grant Coal City police officers the power to exercise their full authority as peace officers within any adjoining municipalities in the same county, including the Village of Carbon Hill;

WHEREAS, Grundy County (hereinafter, the “County”) is authorized to and does provide law enforcement services through its Sheriff’s Department as authorized by Division 3-6 of the Illinois Counties Code, 55 ILCS 5/3-6001, *et seq.*;

WHEREAS, Carbon Hill does not maintain a police department of its own;

WHEREAS, the County has entered into an intergovernmental agreement with Carbon Hill to provide law enforcement services to Carbon Hill in return for compensation;

WHEREAS, the Parties find that Coal City is not a party to the intergovernmental agreement between Carbon Hill and Grundy County and that Carbon Hill does not presently

contract for the provision of any law enforcement services from Coal City and that Coal City does not receive compensation for providing police assistance within Carbon Hill;

WHEREAS, despite the absence of any intergovernmental agreement or compensation, Coal City has historically provided law enforcement services to Carbon Hill on both a first-responder basis and in a secondary, back-up capacity to first-responding County law enforcement personnel;

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) of Carbon Hill have determined that there presently exists a need for additional police services within the Village of Carbon Hill insofar as the Grundy County Sheriff is occasionally unable to respond to situations in a timely fashion and the County’s resources are limited and sometimes require the provision of certain back-up assistance in responding to calls within Carbon Hill;

WHEREAS, the Parties recognize and reaffirm their respective commitments to providing for a continuation of Coal City’s provision of ancillary, supportive law enforcement services to Carbon Hill by responding to requests for back-up assistance from the County as provided herein, where the County shall at all times maintain primary responsibility for the provision of law enforcement services in Carbon Hill as the lead agency (the “Lead Agency”), and Coal City shall provide, upon request by the highest-ranking officer present for the Lead Agency and, in the sole discretion of the highest-ranking officer present for Coal City based on the availability of sufficient personnel and/or equipment to provide the requested “Police Assistance” (as herein defined) without threatening the health, safety and welfare of the residents of Coal City due to a lack of available law enforcement resources or otherwise, ancillary law enforcement support services within Carbon Hill including, but not limited to, securing scenes for the Lead Agency and directing traffic (cumulatively, the “Police Assistance”);

WHEREAS, Coal City desires to continue offering Police Assistance to the County within the territorial limits of Carbon Hill as provided above, as well as in the event of any “Emergency” or “Disaster” covered by the Law Enforcement Mutual Aid Agreement for which assistance is requested by Carbon Hill, as those terms are defined therein;

WHEREAS, the Parties wish to associate, cooperate, provide and receive, respectively, Police Assistance in Carbon Hill in an equitable and fiscally responsible manner that protects the health, life, safety and welfare of the public, law enforcement and emergency responders while also limiting the liability exposure of Coal City arising out of the provision of the free Police Assistance within Carbon Hill as provided for herein;

WHEREAS, the Parties have found and determined that it would be in their mutual best interests to enter into this Agreement and provide and receive, respectively, Police Assistance in Carbon Hill in accordance with the terms and conditions set forth herein;

NOW THEREFORE, the Village of Coal City and Village of Carbon Hill hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Effective Date. This Agreement shall become effective on October 10, 2016.

3. Term. This Agreement shall continue in effect on and after the Effective Date until such time as it may be terminated in accordance with the provisions of the Agreement.

4. Authorizations. The Village of Coal City Police Department shall be authorized at all times to enforce the laws, ordinances, rules and regulations of the Village of Carbon Hill, the Village of Coal City, the State of Illinois, and the United States (cumulatively, the "Laws") upon and within the corporate limits of Carbon Hill.

5. Scope of Services. The Parties acknowledge and agree that the Grundy County Sheriff's Department (the "Lead Agency") shall at all times maintain primary responsibility for the provision of law enforcement services within Carbon Hill and that nothing herein shall be construed to obligate Coal City in any particular circumstance to provide Police Assistance. Notwithstanding the foregoing, Coal City shall provide certain backup, ancillary law enforcement support services in the nature of securing scenes for the Lead Agency and directing traffic to enhance in a supporting role the Lead Agency's provision of law enforcement services within Carbon Hill (the "Police Assistance").

6. Limitation of Support Services. Carbon Hill agrees that it shall instruct law enforcement dispatch operations with jurisdiction over the Village of Carbon Hill to direct service calls to the Grundy County Sheriff. It is further mutually understood and agreed that Coal City shall not have its officers, vehicles or equipment specifically designated for patrol within Carbon Hill or serve as first responders in a lead agency capacity in response to calls from dispatch, but rather that Coal City police officers shall be empowered to enforce the Laws within Carbon Hill as may be reasonable, necessary or convenient for and during the provision of Police Assistance to the Lead Agency.

7. Requests for Police Assistance. Grundy County may initiate a direct request for Police Assistance from Coal City as the supporting agency within Carbon Hill whenever deemed advisable by the highest-ranking officer on duty for the Grundy County Sheriff. Coal City shall exercise good faith in rendering Police Assistance to Grundy County within Carbon Hill upon request when, in the sole discretion of the highest-ranking officer present for Coal City sufficient personnel and/or equipment are available to provide the requested Police Assistance without threatening the health, safety and welfare of the public within the Village of Coal City due to a lack of available law enforcement resources or otherwise. Nothing in this Agreement is intended, and shall not be construed, to require Coal City to respond to dispatch calls or provide Police Assistance or other law enforcement services for events that occur outside of the Village of Coal City, except as may be otherwise required by statute and any other mutual aid agreement or law enforcement service contract that may be in effect.

8. Command & Independent Contractor Status. Except as may be otherwise noted herein, Coal City Police Department personnel shall remain at all times under the

and owing from Carbon Hill to Coal City to make Coal City whole for its obligation to pay increased premiums resulting from any and all liabilities, obligations, losses, claims, or demands incurred by Coal City by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, including the loss of use therefrom, or civil and/or constitutional infringement of rights (specifically including violations of the Federal civil rights statutes) arising from, incident to, connected with or growing out of Police Assistance rendered pursuant to this Agreement, and the Agreement shall be terminated and of no further force and effect as to future obligations.

- H. In addition to paying the Carbon Hill Liability Premium, Carbon Hill shall reimburse Coal City in full within thirty (30) days of Coal City providing notice to Carbon Hill of any Liability Coverage deductible paid by Coal City by reason of any accident, bodily injury, death of person, or loss of or damage to tangible property, including the loss of use therefrom, or civil and/or constitutional infringement of rights (specifically including violations of the Federal civil rights statutes) arising from, incident to, connected with or growing out of Police Assistance rendered by Coal City within the corporate limits of Carbon Hill.
- I. The Parties agree to execute and deliver any documents or information as may be reasonably required by each or any of them and do whatever else may be necessary or convenient for each or any of them to protect and exercise their respective rights hereunder.
- J. The rights and obligations set forth in this Paragraph 9 shall survive the termination of the Agreement.

10. Employment Coverage.

- F. Coal City shall maintain, at all times during the term of the Agreement, commercial insurance or risk financing through its participation in a self-insured intergovernmental risk pool, workers' compensation coverage in accordance with statutory minimums, and employer's liability coverage in an amount not less than \$500,000.00 per occurrence for all of its employees (cumulatively, the "Employment Coverage").
- G. Coal City shall promptly provide Carbon Hill with notification and documentation reflecting any increased Employment Coverage premiums where Coal City has experienced an increased detrimental loss ratio as a result of an injury, casualty or loss suffered by a Coal City employee in connection with the performance of Police Assistance in Carbon Hill in the preceding year or where the Employment Coverage continues providing payments related to such a claim arising in a prior year. The Parties acknowledge and agree to exercise good-faith in reaching agreement as to the amount of any increase in Coal City's Employment Coverage aggregate annual premiums

that is attributable to compensable injuries, casualties and losses suffered by Coal City employees in connection with the performance of Police Assistance in Carbon Hill as provided in this Agreement (the "Carbon Hill Employment Coverage Premium Increment"). Where the Parties are unable, in good faith, to reach agreement as to the Carbon Hill Employment Coverage Premium Increment within thirty (30) days of Coal City's provision of notice and documentation as provided herein, then the Parties agree to mediate their dispute. If mediation is unsuccessful and the Parties are still unable to reach agreement as to the Carbon Hill Employment Coverage Premium Increment, then the Parties may exercise their rights at law or in equity as to the amount due and owing from Carbon Hill to Coal City to make Coal City whole for its obligation to pay the Carbon Hill Employment Coverage Premium Increment and the Agreement shall be terminated and of no further force and effect as to future obligations.

- H. In addition to paying the Carbon Hill Employment Coverage Premium, the Parties hereby agree that Carbon Hill shall reimburse Coal City in full for any out-of-pocket expenses incurred by Coal City by reason of disability payments, Public Safety Employee Benefit Act (PSEBA) payments or benefits, public pension benefits, Public Employee Disability Act (PEDA) payouts, claims for damage to or destruction of equipment and clothing, or other otherwise uncovered claims for medical expenses by a Coal City police officer sustained as a result of providing Police Assistance under this Agreement, arising out of the performance of Police Assistance in Carbon Hill under this Agreement (cumulatively, the "Employee Losses"). Carbon Hill shall reimburse Coal City for its out-of-pocket payment of Employee Losses in full as and when occurred, but in no event later than within thirty (30) days of being notified of such Employee Loss payments made by Coal City.
- I. The Parties agree to execute and deliver any documents or information as may be reasonably required by each or any of them and do whatever else may be necessary or convenient for each or any of them to protect and exercise their respective rights hereunder.
- J. The rights and obligations set forth in this Paragraph 10 shall survive the termination of the Agreement.

11. Hold Harmless and Indemnification for Police Assistance.

To the fullest extent permitted by law, and in addition to any of the foregoing obligations, Carbon Hill shall indemnify, defend and hold harmless Coal City, its governing Board, elected and appointed officials, attorneys, employees, agents, and representatives, in their individual and official capacities (collectively, "Coal City Indemnitees"), from and against any and all liabilities, obligations, losses, claims, demands, liens, penalties, damages, fines, fees, interest, costs and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), incurred by one or more of Coal City Indemnitees arising out of the performance of

this Agreement, except as to claims or judgments resulting from the intentional or negligent acts or omissions of one or more Coal City Indemnitees, and not including the approval of this Agreement. Nothing contained herein shall be construed as prohibiting Coal City Indemnitees from defending through the selection and use of their own attorneys and experts, any claims, actions or suits brought against them. The duty to indemnify hereunder shall survive the termination of the Agreement.

12. No Duty to Third Parties or Third Party Beneficiaries. 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 or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

13. Termination Without Cause. This Agreement may be terminated by either Coal City or Carbon Hill upon 30 days prior written notice to the other party.

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(es) set forth below:

Notices and communications to Coal City shall be addressed to, and delivered in triplicate at, the following address:

Village of Coal City
535 S. Broadway Street
Coal City, IL 60416
ATTN: Mayor Halliday, Administrator Fritz, Chief Best

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

CARBON HILL: Mayor Pacchetti
Village of Carbon Hill
695 N. Holcomb St.
Carbon Hill, IL 60416

With a Copy To: Scott Belt
Scott Belt & Associates
105 East Main Street, #206
Morris, IL 60450

15. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

16. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

17. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

19. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

20. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

21. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

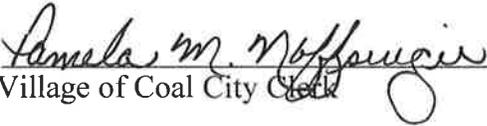
VILLAGE OF CARBON HILL

By: 
President Halliday

By: _____
President Pacchetti

ATTEST

ATTEST

By: 
Village of Coal City Clerk

By: _____
Village of Carbon Hill Clerk

EXHIBIT B

DRAFT

October 11, 2016

Mr. Bud Hicks
Grundy County Consolidated Dispatch
111 E. Illinois Ave.
Morris, IL 60450

RE: DISPATCHING OF COAL CITY PD TO CARBON HILL & DIAMOND

Dear Mr. Hicks:

Historically, Grundy County Dispatch has relied upon the Village of Coal City to respond to the adjacent municipalities – Carbon Hill and Diamond in times of need. This duty outside of Coal City carries along with it liabilities and risk that have been identified to the leaders within each of these communities.

After offering means by which the Coal City Police Department could continue to be utilized as an available resource, it has been determined these communities wish to be provided backup services via a different method. Please know that Coal City has provided notice to each of these communities of this requested change. Instruct dispatchers to utilize alternative methods of backing up responding public safety units to both of these municipalities.

Respectfully,

Terry Halliday
Mayor

cc: Ed Pacchetti, Carbon Hill Mayor
Terry Kernc, Diamond Mayor
Tom Best, Police Chief
Kevin Callahan, Grundy County Sherriff
Brent Dite, ETSB Chairman