
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 17-15

**A RESOLUTION AUTHORIZING ENTRY INTO A SPECIAL POLICE DETAIL
AGREEMENT TO PROVIDE SECURITY SERVICES AT EXELON'S DRESDEN
GENERATING STATION OCTOBER 25 – NOVEMBER 18, 2017**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
JUSTIN WREN
Village Trustees

**VILLAGE OF COAL CITY
SPECIAL POLICE DETAIL AGREEMENT**

This Special Police Detail Agreement (the "Agreement") is made and entered into this 25th day of October, 2017, by and between the Village of Coal City, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois and located in Grundy and Will Counties, Illinois ("Village") and Exelon Generation Company, LLC, a Pennsylvania limited liability company ("Exelon").

WHEREAS, the Village maintains a police department and its officers are licensed and trained as police officers; and

WHEREAS, the Village has complied with all training and licensing requirements for its police officers pursuant to state and federal laws so that it may agree to provide security services to Exelon; and

WHEREAS, Exelon desires to employ off-duty police officers employed by the Village to provide security services as more particularly provided herein at its facilities located at the Dresden Generating Station, 6500 North Dresden Road, Morris, Illinois 60450-9765; and

WHEREAS, the Village finds and determines that providing the security services in accordance with the terms and conditions set forth herein is in furtherance of the public health, safety and welfare and is in the best interests of the Village.

NOW THEREFORE, in consideration of the covenants contained herein and good and valuable consideration, the Village and Exelon agree to the following:

1. Exelon agrees to engage the Village for the purpose of providing Exelon with certain security services to be provided by the Village of Coal City Police Department as provided herein in order to safeguard the parking lots associated with Exelon's Dresden Generating Station.

In connection therewith, the Village of Coal City Police Department shall perform the following services:

Number of Officers to be Provided (at any one time): 1
Dates of Detail: October 25, 2017 – November 18, 2017
Hours of Detail: 5:30 a.m. – 7:30 a.m.; 5:30 p.m. – 7:30 p.m.
Number of Department Vehicles (at any one time): 1

Details of the nature of the Special Detail: While providing the Special Detail, the officer shall patrol and monitor the parking lots associated with Exelon's Dresden Generating Station.

Collectively, the foregoing shall be known as the "Security Services."

2. Exelon agrees to engage the Village for the purpose of providing, and the Village

agrees to provide, the Security Services described in Paragraph 1.

3. Exelon acknowledges that the person(s) or officer(s) assigned to the Security Services is an employee of the Village of Coal City and is bound by the duties and policies of the Village and as such may be required to be called away from the assigned Security Services by his/her supervisor in emergency situations.

4. This Agreement shall commence on October 25, 2017 and shall terminate on November 18, 2017.

5. This Agreement may be terminated by either party upon seven (7) days' written notice.

6. In consideration of the services rendered under the terms of this Agreement, Exelon shall compensate the Village of Coal City in the amount determined by the Village of Coal City based on the actual costs of providing the Security Services (such costs are attached hereto as Exhibit A). The Coal City Police Department shall be reimbursed for any necessary expenses incurred in fulfilling the obligations under this Agreement including but not limited the specified fee for the use of department vehicles.

7. Upon completion of the Security Services, the Village shall issue a single invoice to Exelon in the amount of THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$3,550.00), which sum shall be paid promptly by Exelon to the Village of Coal City upon receipt of the invoice. Exelon will be responsible for any fees resulting from Exelon's failure to pay any balance due including but not limited to Attorney's fees.

8. To the fullest extent permitted under Illinois law as it presently exists or may be hereafter amended, Exelon hereby covenants and agrees to save, defend, indemnify and hold harmless Village, its elected officials, officers, employees, police officers, police chief, agents and the like (collectively "Indemnitees"), from and against any and all claim, demand, cause of action, suit, action (at law or in equity), judgment, liability, or expense, including, but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to this Agreement or the performance of the security services which are the subject of the Agreement, irrespective of whether required, optional or voluntary, as may be performed by Village or any agent of Village, including but not limited to any personal injuries, death, property damages and contract or lien claims, but only to the extent caused in whole or in part by any reckless, intentional or negligent act or omission of Exelon, its directors, officers, employees or agents, anyone directly or indirectly employed by Exelon or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the Indemnitees. In the event that any such claim is made against the Village or any of its Indemnitees as a result of the relationship between the parties which is established by this Agreement, then Village shall be entitled to select its attorneys of choice to defend the claim and all costs shall be paid by Exelon as provided herein.

9. During the term of this Agreement, Exelon shall provide Village with a Certificate of Insurance confirming that Village has been named as an "additional insured" on a commercial general liability policy with combined single limits of at least \$1,000,000.00. Exelon may self-insure these insurance requirements and provide the equivalent documentation in lieu of a certificate of insurance, all contract terms in section 9 will apply to the self-insurance program. The policy shall provide that any notice that the policy has been cancelled or not renewed shall be provided to Village by certified mail at least 30 days prior to the cancellation date. The Village shall be under no obligation to provide police officers to Exelon until such certificate of insurance has been received or for any time when the required insurance is not in place. Failure of Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Exelon's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at Village's option. Exelon covenants and agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Nothing contained in this Agreement is to be construed as limiting the liability of Exelon. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or Exelon, but are merely minimums. The obligations of Exelon to purchase insurance shall not, in any way, limit its obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by Exelon's insurance.

10. This Agreement may be amended or modified at any time or from time to time in writing executed by the parties.

11. All notices required to be served hereunder 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(s) set forth below:

Village: Chief Best
Village of Coal City Police Department
545 S. Broadway Street
Coal City, IL 60416

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563
Fax: 630.596.4611

Exelon: Adam Janney
Exelon Corporation
6500 North Dresden Road
Morris, Illinois 60450-9765

With a Copy To: Jeffery H. Simcox
Assistant General Counsel
Exelon Business Services Company
2301 Market Street/S23-1
P.O. Box 8699
Philadelphia, PA 19103
Fax: 215-568-3389
E-Mail: Jeffery.simcox@exeloncorp.com

12. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without reference to or application of rules or principles of conflicts of law.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature of any party shall be effective for all purposes.

14. If any provisions of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

15. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

16. This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any.


17. The Village and Exelon warrant that each has full power and authority to enter into and to perform its obligations under this Agreement.

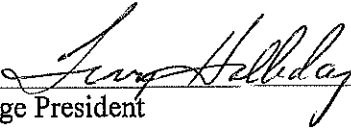
[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, EXELON and the VILLAGE OF COAL CITY have caused this Agreement to be executed by duly authorized officers thereof on the dates indicated below.

EXELON GENERATION COMPANY, LLC

VILLAGE OF COAL CITY

By:  _____

By:  _____
Village President

Its: Sr. Procurement Specialist

Dated: 10/25/17

Dated: 10-25-17

EXHIBIT A

RATES FOR SECURITY SERVICES



Mr. Janney,

Pending our Coal City Village Board approval to work the Exelon outage here are our Coal City Police Department rates for 2017.

(MANPOWER/Uniformed Officer)

\$50.00 per hour x 4 hours a day =

\$200.00 per day x 15 days = \$3,000.00

(October 25-27 & October 30-November 10)

Squad Car Usage/Fuel

\$5.00 per hour x 4 hours a day=\$20

\$20.00 per day x 15 days = \$300.00

One time fuel adjustment of \$250.00

TOTAL: Manpower \$3,000.00 + Squad Car \$300.00 + Fuel \$250.00 = \$3,550.00