

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF JOLIET AND THE VILLAGE OF CHANNAHON REGARDING
THE PROVISION OF LAW ENFORCEMENT MUTUAL AID**

This Agreement is made by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter, "Joliet") and the Village of Channahon, an Illinois Municipal Corporation, (hereinafter, "Channahon"), collectively referred to as the "Parties" herein, and is an Agreement for Mutual Aid in the Event of Disaster or Emergency and for Membership in the Joliet Police Department Special Operations Squad (hereinafter, "Agreement"), as described herein.

WHEREAS, Joliet and Channahon are Home Rule Municipalities under and by virtue of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, Joliet and Channahon are units of local government that may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the Parties wish to acknowledge in this Agreement that they are working cooperatively to protect the health, safety, and welfare of their residents; and

WHEREAS, the Parties seek to have officers of the Channahon Police Department become members of the Joliet Police Department Special Operations Squad (hereinafter referred to as the "SOS").

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the Parties **AGREE AS FOLLOWS**:

SECTION 1: Purpose of Agreement

Mutual Aid: Certain disasters and emergency situations may require resources beyond those that an individual municipality is capable of providing. Recognizing as much, the Parties intend to assist one another during such disasters or emergencies by providing the other with available police personnel and equipment, subject to the terms of this Agreement.

Special Operations Squad Membership: The Parties also intend for law enforcement officers of the Channahon Police Department to become members of the Joliet Police Department Special Operations Squad.

SECTION 2: Definitions

Authorized Representative: The Chief Law Enforcement Officer of the Channahon Police Department and the Chief Law Enforcement Officer of the Joliet Police Department, and their authorized designee(s).

Disaster: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from any natural, technological, or human cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, public health emergencies, cyber incidents, or acts of domestic terrorism.

Emergency: An occurrence or threat not rising to the level of a disaster that poses an immediate risk to health, life, property, or the environment.

Participating Municipality: The City of Joliet, Illinois, and the Village of Channahon, Illinois, including their recognized Police Departments.

Mutual Aid: Assistance provided by the Responding Department to the Requesting Department pursuant to the Agreement between the Parties in the event of an Emergency or Disaster.

Mutual Aid Assignments: A written document detailing the personnel and equipment that may be provided by the Responding Department at the discretion of the Responding Department's Chief Law Enforcement Officer.

Requesting Department: The recognized Police Department of the Participating Municipality in which a disaster or emergency occurs that requests mutual aid from the Responding Department.

Responding Department: The recognized Police Department of the Participating Municipality that receives a request for mutual aid from the Requesting

Department.

SECTION 3: Provision of Mutual Aid; Membership in Special Operations Squad

The Parties agree to the following terms regarding the provision of mutual aid and membership of the Special Operations Squad:

- A. Membership of The Joliet Police Department Special Operations Squad. Joliet hereby authorizes law enforcement officers of Channahon to become members of Joliet's Special Operations Squad. Membership in the SOS is a specific form of mutual aid under this Agreement and is authorized for any purpose described in the Joliet Police Department Special Operations Squad General Order in its current form and as may be amended from time to time. Except as otherwise provided in this Agreement, the policies and procedures set forth in the Joliet Police Department Special Operations Squad General Order in its current form and as may be amended from time to time, shall apply to SOS operations.
- B. Requesting Mutual aid. Whenever a Participating Municipality becomes affected by a Disaster or Emergency that requires resources beyond those that it is capable of providing, the Authorized Representative of the Requesting Department may request mutual aid from the Authorized Representative of the Responding Department. Any request for mutual aid under this Agreement shall, whenever reasonably possible, include a statement of whether the mutual aid needed is for the SOS or not, the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched.
- C. Responding to a Request for Mutual Aid. Upon receiving a request for mutual aid, the Authorized Representative of the Responding Department may activate this Agreement and provide such mutual aid to the Requesting Department. In this situation, the Responding Department's Authorized Representative shall:
 - 1. immediately determine if the personnel and equipment designated in the Mutual Aid Assignments are available; and, if so,
 - 2. promptly dispatch some or all of the personnel and equipment designated in the Mutual Aid Assignments to the location(s) specified by the Requesting Department.

- D. Non-Liability for Failure or Refusal to Provide Mutual Aid. The provision of mutual aid under the terms of this Agreement is optional. Notwithstanding any other provision of this Agreement, the Authorized Representative of the Responding Department may deny a request for mutual aid in his or her discretion if they determine that providing mutual aid will impair its ability to serve its own jurisdiction. If the Authorized Representative of the Responding Department denies a request for mutual aid, they shall immediately notify the Authorized Representative of the Requesting Department. A Participating Municipality shall not be liable for its failure or refusal to provide mutual aid, delay in providing mutual aid, or failure to respond to a request for mutual aid in a timely manner.
- E. Operational Control. All personnel of the Responding Department shall report to the Requesting Department's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the Requesting Department's Chief Law Enforcement Officer or their designee. Law enforcement officers participating in the Special Operations Squad shall be under the command authority of the SOS Commander.
- F. Personnel to Abide by Their Employer's Policies and Procedures. Law enforcement officers providing mutual aid under this Agreement shall abide by their employer's policies and procedures. For law enforcement officers participating in the Special Operations Squad, in the event of a conflict, the policies and procedures set forth in the Joliet Police Department Special Operations Squad General Order in its current form and as may be amended from time to time, shall control.
- G. Termination or Withdrawal of Mutual Aid. The Responding Department's personnel and equipment shall be released and returned to duty in their jurisdiction as soon as the situation is restored to a point where the Requesting Department is capable of handling the response with its own resources. The Responding Department may also withdraw its mutual aid, including from the Special Operations Squad, at any time and for any reason at the discretion of the Authorized Representative.
- H. No Reimbursement for Personnel and Equipment Costs. Each Participating Municipality shall be individually responsible for the costs it incurs in providing mutual aid under this Agreement. Each Participating Municipality shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing mutual aid under this Agreement.
- I. Payment of Wages and Benefits. Each Participating Municipality shall be individually responsible for compensating its personnel providing mutual aid under this Agreement. Under no circumstances should an officer be

considered an employee of the Participating Municipality which did not originally employ them by virtue of this Agreement. Additionally, no officer shall be entitled to the employment benefits of the other Participating Municipality including but not limited to insurance benefits, retirement benefits, or other employee benefit programs. Each Participating Municipality will accept liability, to the extent required by the Illinois Workers' Compensation Act (Chapter 820, ILCS 305/1, et. seq.) for personal injuries occurring to its officers while engaged in SOS and/or mutual aid related activities.

- J. Notification of Authorized Representative; Notification of Assignments. Each Participating Municipality shall routinely inform the other of the name and contact information of its Authorized Representative established in accordance with this Agreement. Each Participating Municipality shall routinely provide the other with an updated version of its Mutual Aid Assignments.

SECTION 4: No Indemnification Each Participating Municipality shall assume sole responsibility for insuring and/or indemnifying its own employees and shall provide for its own defense in any action or dispute that arises in connection with, or as the result of this Agreement. Neither Participating Municipality shall be required to indemnify the other or hold the other Participating Municipality harmless from any claim(s), damages, losses, or liabilities incurred in providing or refusing to provide mutual aid under this Agreement. Each Participating Municipality shall be solely responsible for its own acts and omissions, and the actions or omissions of its officers, employees, and agents. Each Participating Municipality shall bear its own liability and shall handle the defense of any claims incurred in providing or refusing to provide mutual aid pursuant to this Agreement. This Agreement creates no rights or claims for any third party. Neither Participating Municipality waives any defenses available to it under state or federal law.

SECTION 5: Insurance Each Agency participating under the terms of this Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in this Agreement as follows: Commercial General Liability (Including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000. Law Enforcement Liability: \$5,000,000 per wrongful act for bodily injury, personal injury or property damage with a \$10,000,000 general aggregate. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident, disease per employee. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage. Any Agency that is a party to this Agreement shall have no obligation to provide or extend insurance coverage to insure the personnel of any other Agency to this Agreement or to insure the acts or omissions of personnel of any other Agency to this Agreement.

SECTION 6: Adoption This Agreement shall become effective upon the passage and approval of a companion ordinance or resolution by the Participating Municipalities, in the manner provided by law, and by the signing of this Agreement by the City Manager of Joliet and the Village President of Channahon.

SECTION 7: Term This Agreement shall remain in effect for a period of three (3) years from the date of its execution and shall renew automatically for subsequent periods of one (1) year with no further action from the Parties unless sooner terminated under the terms of Section 8.

SECTION 8: Termination Either Participating Municipality may withdraw from this Agreement by providing written notice to the Chief Law Enforcement Officer of the other Participating Municipality. This Agreement will terminate thirty (30) days from the date of written notice.

All notices pursuant to this Agreement shall be sent via regular first-class U.S. mail and via email to the following:

If to City of Joliet:

City of Joliet Police Department
150 W Washington St.
Joliet, Illinois 60432
Attention: Chief William Evans
Email: wevans@joliet.gov

With a copy to:

City of Joliet Legal Department
150 W. Jefferson St.
Joliet, Illinois 60432
Attention: Corporation Counsel
Email: Legal@joliet.gov

If to Village of Channahon:

Village of Channahon Police Department
24555 S. Navajo Drive
Channahon, Illinois 60410
Attention: Chief of Police
Email: abogart@channahon.org

With a copy to:

Village of Channahon
24555 S. Navajo Drive
Channahon, Illinois 60410

Attention: Village Administrator
Email: tdurkin@channahon.org

The parties may amend the address and email information above by sending notice thereof to the other party

SECTION 9: Severability Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in effect without regard to the invalidated section, portion, or subsection.

SECTION 10: Modification Modifications to this Agreement must be made in writing and executed by each of the Parties authorized representatives before such modifications become effective.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

CITY OF JOLIET

By: _____

Title: _____

Date: _____

VILLAGE OF CHANNAHON

By: _____

Title: _____

Date: _____

ATTEST

By: _____

Title: _____

Date: _____

ATTEST

By: _____

Title: _____

Date: _____