

APPENDIX "A"

INTERGOVERNMENTAL AGREEMENT TO PROVIDE LAW ENFORCEMENT ASSISTANCE

THIS AGREEMENT entered into by and between the VILLAGE OF PLEASANT PLAINS, ILLINOIS, and the VILLAGE OF NEW BERLIN, ILLINOIS, (each of which is an Illinois municipal corporation and is hereafter called "Municipality"),

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the purpose of law enforcement within its own governmental jurisdiction; and

WHEREAS, the parties hereto desire to augment law enforcement services available in each Municipality when necessary; and

WHEREAS, it is recognized that in certain situations the use of law enforcement personnel to perform police duties outside the jurisdictional boundaries of the Municipality where such personnel are employed may be desirable and necessary in order to protect the health, safety and welfare of the public.

NOW, THEREFORE, pursuant to Article VUII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, the parties hereto agree as follows;

1. Each Municipality hereby authorizes its police chief, or other officer commanding in his absence, to render (and request when necessary) law enforcement assistance to the other Municipality when so requested, to the extent of available personnel and equipment not immediately required for protection of the Municipality rendering assistance. The judgment of the police chief or officer commanding in his absence of the Municipality rendering assistance as to the personnel and equipment available for assistance is conclusive.
2. It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement shall not be mandatory, and the failure to provide such service or improper or insufficient provision of such service shall create no liability of any party under or pursuant to this Agreement. It is not intended that any party, person or entity rely upon the provision of such assistance. Such assistance when, and as rendered, is intended to be provided only on an "as available" basis and solely at the discretion of the party rendering such assistance.
3. Peace officers who, pursuant to request, are performing police duties outside the boundaries of the Municipality by which they are regularly employed, shall act under the direction of the commanding officer of the Municipality to which they are dispatched, and shall have all authority of peace officers thereof as provided by law, including the power of arrest.
4. The necessity of a request for assistance notwithstanding peace officers of either Municipality which has executed this Agreement may act as peace officers in the other

- Municipality with the same authority as peace officers thereof when said action is in response to a situation or incident which endangers persons or property.
5. All wages and liability payments, pension and workmen's compensation claims, damages or causes of action for personal injury, damages to equipment, and medical expenses of any peace officer, incurred while acting as a peace officer, shall be borne by and remain the responsibility of the Municipality employing said officer regardless of whether said claim, damage or cause of action arose while said officer was acting in his own Municipality, or in the other Municipality pursuant to this Agreement.
 6. Each party hereto waives all claims against the other party for any loss or damage to such party by reason of or caused by the other party's, or its officials' and employees', performance of or failure to perform this Agreement.
 7. Each Municipality shall remain solely responsible for the acts, errors or omissions, of its employees when said employees respond to a request for law enforcement assistance.
 8. Each party (the indemnifying party) hereto agrees to save and hold harmless and defend the other party, its officials and employees, from and against all claims, losses, liability and causes of action for damage, injury or death arising from the acts, errors or omissions of said indemnifying party, its officials and employees, while acting pursuant to this Agreement.
 9. In order to assure that each Municipality has the capacity to thus save and hold harmless, each Municipality agrees to keep in force and effect so long as this Agreement remains in effect the following insurance coverages protecting the other Municipality against acts, errors or omissions of the indemnifying Municipality, its officers and employees:
 - a. General liability insurance (including owners; landlords and tenants; manufacturers and contractors; owners and contractors protective; products and completed operations; and contractual liability which insures this Agreement).
 - b. Personal injury liability insurance (including false arrest, false imprisonment, malicious prosecution, libel, slander and invasion of the right of private occupancy, and violation of federal civil rights). All law enforcement officials and employees of the parties must be insured under such personal injury liability insurance.

Such general liability and personal injury liability insurance shall have limits of no less than **Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000.00)** aggregate.
 - c. Automobile liability insurance covering all owned or leased automobiles with limits of no less than **Six Million Seven Hundred Fifty Thousand Dollars (\$6,750,000.00)** per accident.
 - d. Workers' compensation insurance in accordance with Illinois law.
 - e. Each party will provide to the other party, upon request, a certificate of insurance, in a form acceptable to the requesting party, evidencing the existence of workers' compensation insurance in accordance with Illinois law.
 10. This Agreement and its performance shall create no employment relationship. The relationship of the parties is that of independent contractor. The employees of each party hereto shall remain the employees of such party while engaged in the performance of this Agreement.

11. This Agreement shall become effective upon approval by resolution or ordinance of the governing body of each Municipality, and execution of this Agreement by authorized representatives of both Municipalities.
12. This Agreement shall remain in force and effect until terminated by mutual agreement of all the parties hereto, or by **ten (10) days** written notice of either party to the other.
13. The original of this Agreement shall be filed with the Village Clerk of each Municipality.

VILLAGE OF PLEASANT PLAINS, ILLINOIS

Date: February 9, 2009

By: /s/ Jim Verkuilen

Attest:

By: /s/ Stacie Lewis

VILLAGE OF NEW BERLIN, ILLINOIS

Date: February 18, 2009

By: /s/ Stephen Frank

Attest:

By: /s/ Debbie LaKamp