



TAEWELL COUNTY SHERIFF'S OFFICE

SHERIFF JEFFREY LOWER

101 SOUTH CAPITOL ST., PEK IN ILLINOIS 61554

August 6, 2021

Police Chief,

Please find the enclosed Intergovernmental Mutual Aid Agreement between the Sheriff of Tazewell County, Illinois and your department. Please review, sign, and date next to your signature prior to returning the hard copy to our office. Questions can be directed to Chief Deputy Gillespie via email at TGillespie@tazewell.com or the phone number listed below. Thank you for your time.

A handwritten signature in black ink, appearing to read "Jennifer Shallenberger".

Jennifer Shallenberger
Administrative Assistant

Intergovernmental Mutual Aid Agreement

This Agreement to provide law enforcement mutual aid and assistance is made and entered into among the Sheriff of Tazewell County, Illinois and the Washington Police Department, Illinois.

WHEREAS, each of the parties hereto maintains equipment and personnel for law enforcement and public safety within its own jurisdiction, AND

WHEREAS, the parties hereto desire to augment the law enforcement available in their area when necessary, AND

WHEREAS, the boundaries of the parties hereto are either contiguous or in reasonable proximity so that mutual assistance in law enforcement is deemed feasible, AND

WHEREAS, the parties to this agreement are public agencies in the State of Illinois as defined in the Intergovernmental Cooperation Act;

WHEREAS, mutual assistance among law enforcement is authorized by Illinois state statutes,

WHEREAS, it is mutually agreed that said mutual assistance in law enforcement is deemed sound, desirable, practical, and beneficial for the parties of this Agreement to render assistance to one another in accordance with these terms.

THEREFORE, the parties hereby agree to the following:

I. Request of Mutual Aid

When it is deemed advisable by the County Sheriff/Chief of Police, or by another senior ranking officer of Tazewell County Sheriff's Office or municipal officer to request assistance under the terms of this Agreement and such assistance is requested, the Sheriff/Municipal Police Chief or senior ranking officer on duty receiving said request is hereby authorized to take the following action forthwith:

- A. Immediately determine if law enforcement equipment and/or personnel can be afforded for response to the request.
- B. If said equipment and/or personnel are available, dispatch said personnel and/or equipment to the area requested.

II. Term of the Agreement

The term of this Agreement shall become effective upon the date hereof and shall remain in force and effect until cancelled by mutual agreement of the parties hereto, or by written notice by one party to the other party, giving sixty (60) days notice of said cancellation.

III. Compensation for Services

All services and assistance performed under this Agreement shall be rendered without reimbursement of any party from another party.

IV. Waiver of Claims and Save and Hold Harmless

Each party to this Agreement agrees to fully and in all respects indemnify, defend and hold harmless the other party from and against any liability resulting from all acts, commissions, or other conduct of said party and its employees. Each party member, agent and employee agrees to indemnify, defend and hold

harmless the other party, its agents and its employees from and against any and all claims and liability in whatever fashion arising under this Agreement against the other party who or which may be assigned pursuant to this Agreement. The full legal and financial responsibility for injury, disability or death of an employee shall remain with the employee's respective law enforcement agency/employer.

V. Minimum Insurance Required

Each party to this Agreement shall, during the entire term hereof, procure and maintain the following insurance:

A. Comprehensive 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, which insures all regular law enforcement personnel of the named, insured including false arrest, false imprisonment, malicious prosecution, libel, slander and invasion of the right of private occupancy.

C. Automobile Liability Insurance covering all owned or leased automobiles. Each party will provide to the other party(s), upon request, a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of such insurance.

VI. Assistance Not Mandatory

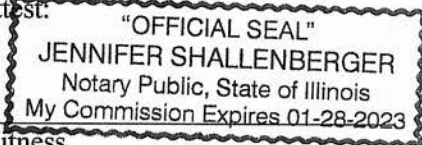
It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement shall not be mandatory, but that the party receiving the request for assistance should, as soon as possible, inform the requesting party, that assistance will not be provided.

VII. Officer in Charge

The senior ranking officer on duty of the requesting party or his/her designee shall assume full charge of the operations for which the mutual aid request is made. The senior ranking officer on duty of the requesting party or his/her designee may assign officers of any responding party to any position or duties when and where s/he deems appropriate.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date signed below.

Attest:



Witness

Witness

[Signature] 8.6.21
Sheriff of Tazewell County

Michael D. McCoy 8.13.21
Police Chief / Sheriff
of WASHINGTON