

**MUTUAL AID AGREEMENT BETWEEN THE VILLAGES OF BOLINGBROOK, PLAINFIELD AND
ROMEORVILLE FOR POLICE PROTECTION DURING SPECIAL EVENT**

This Mutal Aid Agreement (“Agreement”) is made and entered into on the date signed and executed by and between the Villages of Bolingbrook, Plainfield and Romeoville (the “Parties”).

WHEREAS, the Villages of Bolingbrook, Plainfield and Romeoville are each units of local government that operate a police department; and

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

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 *et. seq.*, 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, Section 5 of the Intergovernmental Cooperation Act 5ILCS 220/5, provides that any one or more public agencies may contract with anyone or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Bolingbrook Golf Club located within the jurisdiction of the Village of Bolingbrook will host the LIV Golf Chicago 2024 event from September 13 – September 15, 2024 (“the Special Event”); and

WHEREAS, the Special Event is expected to draw large crowds and will require an increased law enforcement presence; and

WHEREAS, the Village of Bolingbrook seeks the mutual aid of the Village of Plainfield and Romeoville for law enforcement assistance during the Special Event.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

1.0 Purpose

The purpose of this Agreement is to utilize mutual aid in the form of personnel and equipment from the neighboring municipalities of Romeoville and Plainfield to assist in law enforcement activities during the Special Event in order to preserve and protect the health, safety and welfare of the public, including the residents of the Village of Bolingbrook and the attendees of the Special Event.

2.0 Personnel

2.1 The Village of Romeoville and the Village of Plainfield each agree to make their best efforts to provide the Village of Bolingbrook with a minimum of ten (10) sworn police officers from their departments for each of the designated days of the Special Event. The designated days of the Special Event shall be September 13, September 14 and September 15. The designated times each day shall be 7:00 am to 7:00 pm.

2.2 Personnel shall be assigned by the Chief of Police of the respective departments so as not to disrupt the regular functions of their department.

2.3 Personnel assigned to assist shall remain employees of their respective departments at all times. Personnel shall wear their department issued uniform and carry all equipment as required by their department.

2.4 Personnel shall report to the Bolingbrook Chief of Police at the beginning of each designated day for attendance, direction and assignment. Personnel shall perform those duties as reasonably requested by the Bolingbrook Chief of Police or his designee.

2.5 Personnel shall be compensated at a rate of \$100.00 per hour, payable by the Village of Bolingbrook and to be reimbursed to the Village by LIV Golf pursuant to the terms of the contract between Bolingbrook and LIV Golf.

3.0 Equipment

3.1 The Village of Romeoville and the Village of Plainfield each agree to provide police or law enforcement related equipment as may reasonably be requested by the Bolingbrook Chief of Police. All Officers shall be responsible for transportation to and from the Special Event and shall supply their own squad vehicles.

4.0 Insurance

4.1 Each party shall be responsible for maintaining insurance coverage for their respective personnel and equipment including, but not limited to, comprehensive liability, personal injury, property damage and worker's compensation.

5.0 Indemnification

5.1 Each party agrees to waive all claims against the other parties for any loss, damage, personal injury or death in consequence of performing this Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party or its personnel.

5.2 Each party requesting aid under this Agreement expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid under this Agreement. Provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct by the party rendering aid. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid will be the sole and exclusive responsibility of the respective party for its employees.

6.0 Term

6.1 This Agreement shall effective upon the approval by the Corporate Authorities of the Parties in the manner provided by law and upon proper execution. This Agreement shall govern mutual aid related to the Special Event, which is scheduled for September 12-16, 2024. This Agreement shall terminate on September 17, 2024, unless it is extended by agreement of the Parties. The insurance and indemnification requirements contained herein shall survive termination.

7.0 Binding Effect

7.1 This Agreement will be binding upon and insure the benefit of any success or entity which may assume the obligations of any party, provided, however, this Agreement may not be assigned by a Party without prior written consent of all other Parties.

8.0 Validity

8.1 The invalidity of any provision of this Agreement will not render invalid any other provision. If any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provisions severed or modified by court order.

9.0 Notices

9.1 All notices will be in writing and shall be served personally or by certified mail as follows:

For the Village of Bolingbrook Police Chief Michael Rompa	With copy to: Burton Odelson, Village Attorney Odelson, Murphey, Frazier & Mcgrath, LTD.
For the Village of Plainfield:	With copy to:
For the Village of Romeoville:	With copy to:

10.0 Governing Law

10.1 This Agreement shall be governed, interpreted and construed under the laws of the State of Illinois.

11.0 Execution in Counterparts

11.1 This Agreement may be executed in multiple counterparts or duplicate originals, each of which will constitute and be deemed as the same document.

12.0 Amendments

12.1 This Agreement may be only be amended by written consent of all the Cooperating Municipalities.

13.0 Signatures

THE VILLAGE OF BOLINGBROOK

By: _____

Title: _____

Date: _____

THE VILLAGE OF PLAINFIELD

By: _____

Title: _____

Date: _____

THE VILLAGE OF ROMEOVILLE

By: _____

Title: _____

Date: _____



Memorandum

Date: Thursday August 8, 2024

To: All Sworn Personnel

From: Chief Rompa

Subject: LIV Golf Overtime Detail

Officers needed for security/traffic control for the LIV Golf at Bolingbrook Golf Course on the listed dates. See the assigned Supervisor for specific assignment. Times are subject to change.

Friday – September 13th, 2024, 0700-1900 hrs.

1) _____ 2) _____

Friday – September 13th, 2024, 0800-1900 hrs.

1) _____ 2) _____

Friday – September 13th, 2024, 0900-1900 hrs.

1) _____ 2) _____

3) _____ 4) _____

5) _____ 6) _____

Saturday – September 14th, 2024, 0700-1900 hrs.

1) _____ 2) _____

Saturday – September 14th, 2024, 0800-1900 hrs.

1) _____ 2) _____

LIV Golf signup

Bolingbrook Police Department
375 W. Briarcliff Road
Bolingbrook, IL 60440-0951

Saturday – September 14th, 2024, 0900-1900 hrs.

- | | |
|----------|----------|
| 1) _____ | 2) _____ |
| 3) _____ | 4) _____ |
| 5) _____ | 6) _____ |

Sunday – September 15th, 2024, 0700 – 1900 hrs.

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| 1) _____ | 2) _____ |
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Sunday – September 15th, 2024, 0800 – 1900 hrs.

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| 1) _____ | 2) _____ |
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Sunday – September 15th, 2024, 0900 – 1900 hrs.

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| 1) _____ | 2) _____ |
| 3) _____ | 4) _____ |
| 5) _____ | 6) _____ |