

## SPECIAL EVENT POLICE SERVICES AGREEMENT

This Agreement ("Agreement") is made this 19<sup>th</sup> day of September, 2022 ("Effective Date"), between the CITY OF CREST HILL ("City"), an Illinois Municipal Corporation at 1610 Plainfield Road, Crest Hill, Illinois, and Carillon Lakes HOA ("ORGANIZATION") located at 21325 Carillon Lakes Drive Crest Hill, Illinois (collectively, the "Parties").

WHEREAS, City is empowered to provide for the health, safety and welfare in the City of Crest Hill; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1-1, et seq., "the corporate authorities of each municipality may pass and enforce all necessary police ordinances" through its sworn law enforcement officers (each law enforcement officer an "Officer"); and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-4-8, the police of any municipality may exercise their police power in any adjoining municipality; and

WHEREAS, the ORGANIZATION desires to contract with the CITY to provide law enforcement services and assist in providing for safety, security and order for its event on Sunday, October 23, 2022 at Carillon Lakes HOA Community, patrolling through streets from 2pm to 4pm ; and

WHEREAS, City desires to outline the circumstances in which it will allow its Officers to participate in Special Event Policing.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1 CITY shall assign Officers to Special Events to perform police patrols and law enforcement duties ("Services"). The Services shall only encompass duties and functions customarily rendered by CITY and Officers assigned to ORGANIZATION shall at all times be subject to the control and direction of CITY.

1.2 Each Officer shall dress in the standard law enforcement uniform issued by the CITY, to include all necessary and required accoutrements that are authorized by the CITY and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

1.3 ORGANIZATION shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and regulations that are not otherwise violations of the law,

as determined by Officer and CITY. Officers shall be subject to, and shall abide by, all City and departmental rules and regulations as well as complying with all local, state and federal laws.

1.4 CITY may, in its sole discretion, interrupt Officer's Services in the event of emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. ORGANIZATION shall only be obligated to pay for the amount of time Officer was present at Special Event.

2. TERM AND TERMINATION: This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Chief of Police or Mayor has sole authority to terminate this Agreement on behalf of CITY.

3. PAYMENT: In exchange for Services rendered, ORGANIZATION shall pay fees ("Fees") in the amounts and according to the terms set forth as follows:

**One Officer without Vehicle:**

Current Overtime Hourly Rate\* x Number of Hours +15% Admin Fee = Fees

Ex:  $\$45.00 \times 3 + 15\% = \$155.25$

**One Officer with Vehicle:**

Current Overtime Hourly Rate\* x Number of Hours +20% Admin Fee = Fees

Ex:  $\$45.00 \times 3 + 20\% = \$162.00$

\*Overtime Hourly Rate is set by the current Collective Bargaining Agreement between the City and the Metropolitan Alliance of Police Chapter 15

CITY shall provide ORGANIZATION with a statement of said compensation to be reimbursed within thirty (30) days of the statement. In the event City has to initiate suit to collect payment due under the terms of this Agreement, ORGANIZATION agrees that it shall be responsible for CITY'S attorney fees and court costs.

4. LIABILITY INSURANCE: As a requirement of this Agreement, ORGANIZATION shall add the CITY as an additional insured on its general liability policy with a minimum \$1,000,000 single occurrence limit for the Special Event and provide proof prior to the Special Event. If ORGANIZATION does not provide proof of insurance at least one week prior to Special Event, then CITY may terminate this Agreement immediately and such termination shall not constitute a breach.

5. CITY'S STATUS AS INDEPENDENT CONTRACTOR. ORGANIZATION and CITY enter into this Agreement at arms' length. CITY at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or

employer/employee relationship between the Parties. Neither ORGANIZATION nor CITY shall hold itself out as the representative or agent of the other Party. Neither ORGANIZATION nor CITY has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. CITY, its employees, and Officers assigned to the Special Event shall not be deemed employees or joint employees of ORGANIZATION for any purpose. CITY retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. CITY is responsible for instructing and training its Officers consistent with this Agreement. CITY retains the sole right and authority to decide and direct which Officers it shall assign, at what times, and to which Facilities to provide Services under this Agreement. CITY shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither CITY nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that ORGANIZATION may provide to its employees. It is understood that ORGANIZATION will not provide and shall not be responsible for worker's compensation coverage for CITY or any Officer. Responsibility for providing such coverage remains solely with CITY. When rendering Services at the Facilities, Officers act solely as the agents of CITY.

6. MISCELLANEOUS:

- 6.1 ASSIGNMENT OF RIGHTS: This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.
- 6.2 SURVIVAL: No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.
- 6.3 NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.
- 6.4 NO FIDUCIARY RELATIONSHIP: Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.
- 6.5 COUNTERPARTS: This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

6.6 ENTIRE AGREEMENT; MODIFICATION: This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the CITY and the CITY shall be free to reinstate any such term or condition.

6.7 SEVERABILITY: The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement as of the dates written below.

**CITY OF CREST HILL**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**ORGANIZATION**

By: \_\_\_\_\_

*Cindy Smith*

As Agent For

**Carillon Lakes HOA**

Its: \_\_\_\_\_

*9-09-2022*

\_\_\_\_\_  
Date