

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN, VILLAGE OF CARY, VILLAGE OF
LAKE IN THE HILLS, CITY OF MCHENRY, AND COUNTY OF MCHENRY
RELATING TO THE MCHENRY COUNTY CONSOLIDATED LAW ENFORCEMENT
JOINT TRAINING FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this _____ day of _____, 2022 by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation acting by and through its President and Village Board (“Algonquin”); the VILLAGE OF CARY, an Illinois municipal corporation acting by and through its Mayor and Village Board (“Cary”); the VILLAGE OF LAKE IN THE HILLS, an Illinois municipal corporation acting by and through its President and Village Board (“Lake in the Hills”); the CITY OF MCHENRY, an Illinois municipal corporation acting by and through its Mayor and City Council (“McHenry City”); and the COUNTY OF MCHENRY, a body politic and corporate acting by and through its County Board (the “County”) (individually referred to as a “Party” and collectively the “Parties”).

WHEREAS, Algonquin, Lake in the Hills, and McHenry City are home rule municipalities as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and have approved execution of this Agreement by ordinance pursuant to their home rule powers and functions as granted in the Constitution of the State of Illinois;

WHEREAS, Cary is a non-home rule municipality and, along with the other parties hereto, is authorized and empowered to contract with the other parties hereto pursuant to the provisions of the Constitution of the State of Illinois of 1970, Article VII, Section 10;

WHEREAS, McHenry County law enforcement agencies have a need to properly train agency personnel in critical training such as: firearms proficiency, rapid deployment, defensive tactics and use of force;

WHEREAS, the Illinois Police Training Act, 50 ILCS 705/1, *et seq.*, sets minimum requirements for police officer training and firearm qualification;

WHEREAS, not one law enforcement agency in McHenry County has an operational indoor firearms range;

WHEREAS, every agency, except for the McHenry County Sheriff’s Office is dependent on another entity for their firearms training;

WHEREAS, McHenry County agencies have the desire to work collectively across political boundaries in order to optimize the delivery of vital services in a high-quality, cost-effective way;

WHEREAS, McHenry County agencies have the desire to improve efficiency, reduce duplication of services and encourage resource sharing;

WHEREAS, McHenry County agencies have the desire to explore ways in which working together as opposed to working independently can eliminate inefficient or duplicative services;

WHEREAS, McHenry County agencies have the desire to explore ways to make use of existing facilities to achieve economies of scale;

WHEREAS, McHenry County agencies have the desire to provide career-long training to law enforcement professionals to help them fulfill their responsibilities safely and proficiently;

WHEREAS, the County owns the building located at 655 Village Hall Drive, Cary, Illinois (the "655 Property");

WHEREAS, Cary owns approximately 32 acres of property located at 460 Cary Woods Circle, Cary Illinois where its public works facilities are located (the "460 Property");

WHEREAS, it is the intent of the County to buildout a portion of the 655 Property as classrooms, conference room, a defensive tactics room, and storage room and it is the intent of the County to construct an indoor firearms range on the 460 Property, both of which shall be used to create a consolidated law enforcement training facility (collectively the "Joint Training Facilities") to be operated by the Joint Training Facilities Board, as set forth herein, for use by local law enforcement agencies to centralize and regionalize police training and law enforcement best practices;

WHEREAS, it is the intent of the Parties that local law enforcement agencies who are not parties to this Agreement ("Customers") will pay to utilize the Joint Training Facilities;

WHEREAS, the Parties are authorized by the terms and provisions of Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do separately.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Recitals. The above recitals are an integral part of this Agreement and are incorporated herein.

2. Date of Commencement of Obligations. The obligations of this Agreement shall commence upon full execution of this Agreement by all Parties hereto.

3. Property Uses.

A. 655 Property. The Parties understand and agree the 655 Property shall be multi-use. The Parties further understand and agree that the County is not transferring title in the 655 Property but allowing its use during the term of this Agreement.

i. County Buildout. The costs for the buildout of the 655 Property shall be the sole responsibility and paid for by the County. The County shall apply for

all necessary permits and approvals for the construction of the buildout for the 655 Property.

ii. Maintenance and Insurance. The County shall be responsible for the maintenance and repairs of the 655 Property and will cooperate with the Joint Training Facilities Board (as defined in Section 4) in performing maintenance and repairs. The County shall maintain insurance on the 655 Property. However, the County, may recoup up to seventy percent (70%) of the costs of maintenance, repairs, and insurance for the 655 Property as an expense of the Joint Training Facilities.

iii. 655 Property Uses. After the County completes the buildout of the 655 Property, the 655 Property shall be used as follows:

1. County Uses. Approximately 7,673 square feet of the 655 Property shall be used as a McHenry County Sheriff's substation, including office space and conference rooms for mutual aid law enforcement organizations, (the "MCSO Substation").

2. Parties' Uses. Approximately 12,812 square feet of the 655 Property shall be used as part of the Joint Training Facilities, including classrooms, conference room, a defensive tactics room, and storage room as part of the Joint Training Facilities. This portion of the Joint Training Facilities shall be referred to as the "Classroom Facility."

3. Shared Uses.

a. Exhibit A, attached hereto and incorporated herein, depicts the 655 Property. The Parties agree the grey shaded area shall be the MCSO Substation and the unshaded area shall be the Classroom Facility.

b. Approximately 600 square feet within the lower level of the Classroom Facility shall be a training room that can also be used as an emergency operations center for the McHenry County Emergency Management Agency. Although the operation center is not located within the MCSO Substation, the Parties intend to share the space with the County (specifically, the McHenry County Emergency Management Agency) during emergencies as determined by the Joint Training Facilities Board (see Section 6(G)).

B. 460 Property. The County intends to purchase, lease, or otherwise obtain a portion of the 460 Property from Cary to construct an indoor firearms range including at least ten (10) shooting lanes, a minimum of fifty (50) yards long, and one (1) classroom. After the County completes obtaining and constructing the indoor firearms range on the 460 Property, that portion of the 460 Property obtained shall be used as part of the Joint Training Facilities. This portion of the Joint Training Facilities shall be referred to as the "Firearms Range."

The Parties further understand and agree that: Cary will continue to purchase, lease, or otherwise allow the County to obtain a portion of the 460 Property for the Firearms Range during the term of this Agreement; the County will continue to purchase, lease, or otherwise obtain a portion of the 460 Property from Cary for the Firearms Range during the term of this Agreement; and the County will own the Firearms Range and shall not transfer title to the Firearms Range but allow its use as part of the Joint Training Facilities during the term of this Agreement.

i. Maintenance and Insurance of the 460 Property. Should the County purchase or otherwise obtain ownership of the 460 Property, the County shall be responsible for the maintenance and repairs of the 460 Property and will cooperate with the Joint Training Facilities Board (as defined in Section 4) in performing maintenance and repairs; and the County shall maintain insurance on the 460 Property. However, the County, may recoup the costs of maintenance, repairs, and insurance on the 460 Property as an expense of the Joint Training Facilities. Should Cary retain ownership of the 460 Property, Cary shall be responsible for the maintenance and repairs of the 460 Property and will cooperate with the Joint Training Facilities Board (as defined in Section 4) in performing maintenance and repairs; and Cary shall maintain insurance on the 460 Property.

ii. Maintenance and Insurance of the Firearms Range. The County shall be responsible for the maintenance and repairs of the Firearms Range and will cooperate with the Joint Training Facilities Board (as defined in Section 4) in performing maintenance and repairs. The County shall maintain insurance on the Firearms Range. However, the County, may recoup the costs of maintenance, repairs, and insurance for the Firearms Range as an expense of the Joint Training Facilities.

4. Joint Training Facilities Board. The Parties hereby designate a “Joint Training Facilities Board” to make decisions relating to the Joint Training Facilities including the approval of policies and programs to be used to centralize and regionalize police training and best practices for regional police departments, as set forth below:

A. Initial Board Members. The Chiefs of Police of Algonquin, Cary, Lake in the Hills, and McHenry City and the Sheriff of the County, or their designees, shall make up the initial Joint Training Facilities Board (the “Initial Members”) and shall serve so long as they remain “Members” (hereinafter defined).

B. Compensation. Service on the Joint Training Facilities Board shall be with no compensation.

C. Voting. Each Member of the Joint Training Facilities Board, except the Sheriff of the County, shall be entitled to one (1) vote and entitled to fully participate in all decisions relating to the Joint Training Facilities Board. The Sheriff of the County shall be entitled to two (2) votes, which must be identical, and entitled to fully participate in all decisions relating to the Joint Training Facilities Board. All decisions of the Joint Training Facilities Board shall be by majority vote unless otherwise specified herein. If a tie vote exists within the Joint Training Facilities Board, the tie shall be broken by a coin toss unless

another method of breaking the tie is decided upon by a majority of the Joint Training Facilities Board.

D. Meetings. Meetings of the Joint Training Facilities Board shall be held as needed, but no less than quarterly, and agendas set as determined by the Chair or a majority of the Joint Training Facilities Board. All meetings shall be scheduled upon reasonable notice to all Members of the Joint Training Facilities Board and shall be attended in person unless the Joint Training Facilities Board allows for attendance by other means.

In addition, the Joint Training Facilities Board shall meet in December for elections of Joint Training Facilities Board officers and the Joint Training Facilities Board and other appropriate staff shall meet a minimum of once per year in September for an annual planning meeting to discuss any amendments to the general operating plan; a capital replacement plan; budgetary requirements for future budget years; scheduling usage of the Joint Training Facilities; the review of rates, fees, and charges; and other pertinent matters as may be necessary and appropriate for the continued operation and maintenance of the Joint Training Facilities.

E. Officers. The officers of the Joint Training Facilities Board shall be a Chair, Vice Chair, and Secretary. The officers shall be selected from the Members of the Joint Training Facilities Board by a majority vote. The election of the initial officers shall take place at the first meeting of the Joint Training Facilities Board and their terms shall begin immediately. The Chair shall serve for an initial term ending in December of the next even-numbered year, and every two (2) years thereafter, to be elected and take office at the December elections meeting (set forth in Section 4(D) above) and shall hold office unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve. The Chair shall run the events of each meeting. The Vice Chair and Secretary shall serve for an initial term ending in December of the next odd-numbered year, and every two (2) years thereafter, to be elected and take office at the December elections meeting (set forth in Section 4(D) above) and shall hold office unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve. The Vice Chair shall preside when the Chair is absent. The Secretary shall be responsible for taking minutes at each meeting. Only those who shall at all times be a Member of the Joint Training Facilities Board are eligible to be an officer of the Joint Training Facilities Board.

F. Additional Board Members. Additional members to the Joint Training Facilities Board shall be evaluated on a case-by-case basis and may be added by a vote of a majority of the Joint Training Facilities Board, upon terms the Joint Training Facilities Board shall determine in its sole discretion. No member shall be added to the Joint Training Facilities without also executing and becoming a party to this Agreement, as set forth in Exhibit B, attached hereto and incorporated herein. The Initial Members and any additional members shall collectively be the “Joint Training Facilities Members” or “Members.”

G. Withdrawal of Board Members. Withdrawal from being a Joint Training Facilities Member and this Agreement shall be permitted upon minimum one (1) years’ written notice prior to the annual anniversary of the Date of Commencement of Obligations provided in Section 2 above, to the Joint Training Facilities Board.

H. Expulsion of Members. By a vote of a majority of the Joint Training Facilities Board (excluding the Member which is the object of the proposed expulsion) any Joint Training Facilities Member, except for the County, may be expelled for one or more of the following reasons: (a) failure to make any payments due hereunder; (b) failure to allow other Members access to records relating to the purpose of this Agreement; (c) failure to cooperate with other Members relating to the purpose of this Agreement; or (d) failure to carry out any obligation hereunder. No Member may be expelled except after thirty (30) days' written notice from the Joint Training Facilities Board of the alleged failure along with a thirty-day opportunity to cure the alleged failure. After the expulsion, the former Member shall continue to be fully obligated for its portion of any cost which occurred during the term of its membership. In the event a majority of the Joint Training Facilities Board, except for the County, finds by majority vote that the County has materially breached the terms of this Agreement, and the breach has not been cured after thirty (30) days' written notice to the County specifying the material default, withdrawal by one or more of the of the Joint Training Facilities Members (except the County) shall be permitted, without damages being assessed, notwithstanding the restriction of the preceding Section 4(G), Withdrawal of Members.

I. Payment. Each Initial Member of the Joint Training Facilities shall pay FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00) for its initial membership to the Joint Training Facilities to the Joint Training Facilities Dedicated Fund set forth in Section 7 below. Payment by additional Members of the Joint Training Facilities shall be upon terms the Joint Training Facilities Board shall determine in its sole discretion. The Parties understand and agree payments made pursuant to this subsection are non-refundable.

J. Committees. The Joint Training Facilities Board shall have the following committees:

i. Training Advisory Committee. There shall be a Training Advisory Committee and each Customer shall be a member of said committee. Meetings of the Training Advisory Committee shall be held on January 15th, April 15th, July 15th, October 15th, and as needed and agendas set as determined by the Chair or a majority of the Joint Training Facilities Board. In addition, at each meeting of the Training Advisory Committee, the Customers shall have an opportunity to provide feedback and advice relating to the Joint Training Facilities' standard operating procedures and course instruction and training programs relating to the joint standard operating procedures.

ii. Other Committees. There shall be such other standing or ad hoc committees as from time to time established by the Chair with the advice and consent of the Joint Training Facilities Board.

K. Open Meetings Act. The Parties acknowledge and agree that they have entered into, and constructed this Agreement, with the purpose, intent, and in a manner to allow intergovernmental cooperation while not creating a legal entity or separate public body and the Open Meetings Act does not apply.

5. Standard Operating Procedures. The Joint Training Facilities Board shall carry out the following purposes:

A. The Joint Training Facilities Board shall determine joint standard operating procedures for the Joint Training Facilities. It is the intent that the Joint Training Facilities Board will agree on joint standard operating procedures and lesson plans.

B. The Joint Training Facilities Board shall agree to appropriate course instruction and training programs relating to the joint standard operating procedures adopted to meet the criteria of Illinois statutes and any rules and regulations implementing those statutes, including the Illinois Law Enforcement Training and Standards Board (ILETSB), and each Joint Training Facilities Member shall have an opportunity for equal access to the Joint Training Facilities to meet, at a minimum, each Member's basic training needs.

6. Powers and Duties. The Joint Training Facilities Board shall have the following powers and duties:

A. Annual Budget. The initial annual budget for the Joint Training Facilities through December 31, 2023, shall be prepared by and agreed to by the Joint Training Facilities Board for approval by a majority decision. Revenues generated for use of the Joint Training Facilities by Customers and third parties shall be used to reduce expenses.

Subsequent annual budgets for the Joint Training Facilities shall be prepared by the County for each year ending November 30th (the County's fiscal year) and presented to the Joint Training Facilities Board for approval by a majority decision. The annual budget shall itemize all anticipated revenues and operating expenses and shall support such items of revenue and expense with records and documents. Revenues received for use of the Joint Training Facilities by Customers and third parties shall be used to reduce expenses.

In the event the County fails to annually present a budget prior to September 15th of each year, the Joint Training Facilities Board may approve by a majority decision the same budget as the preceding year plus an amount not to exceed ten percent (10%).

B. Allocation of Costs. Upon completion of the initial annual budget for the Joint Training Facilities, the Joint Training Facilities Board shall agree on the allocation of costs, based on a percentage of the total costs, to each Initial Member for the maintenance, repairs, and operations of the Joint Training Facilities. However, prior to any Initial Member being obligated to pay funds in excess of those set forth in Section 4(I), Payment, each Initial Member shall have an opportunity to review the initial annual budget and determine its willingness to further participate in this Agreement. Any Initial Member may withdraw as a Member from the Joint Training Facilities upon thirty (30) days' written notice following receipt of the initial annual budget and the provisions of Section 4(G), Withdrawal of Members, above shall not apply.

Any future equitable adjustment of this allocation, including adjustments made for the addition of Members to the Joint Training Facilities Board, shall be subject to a majority vote of the Joint Training Facilities Board and any allocation of costs shall always cover

all the budgeted expenses. Payments to cover each Member's allocation of costs shall be made at such times (monthly, bi-annually, annually, etc.) as determined by the Joint Training Facilities Board.

C. Personnel/Employees.

i. For a period of one (1) year from the Date of Commencement of Obligations provided in Section 2 above, the County shall provide, at its own cost and expense, all personnel (except instructors, which shall be provided pursuant to Section 6(D) below) needed to operate the Joint Training Facilities, including "Administrative Services." Administrative Services shall include scheduling of course instruction and training programs, facilities management, postage, and other similar administrative services.

ii. After one (1) year from the Date of Commencement of Obligations provided in Section 2 above, the Joint Training Facilities Board may either:

1. Continue to have the County provide all personnel needed to operate the Joint Training Facilities, including Administrative Services; however, all personnel shall be at the cost and expense of the Joint Training Facilities. All personnel shall be based on the actual cost to the County and, for County employees, shall include salary and benefits attributable to time spent on work performed for the Joint Training Facilities. The County shall identify the costs for personnel as a separate line item within the Joint Training Facilities Dedicated Fund (defined below in Section 7); or

2. The Joint Training Facilities Board shall interview and rank job candidates to provide all personnel needed to operate the Joint Training Facilities, including Administrative Services. All personnel shall be at the cost and expense of the Joint Training Facilities. All Joint Training Facilities personnel shall be employees of the County and hired by the McHenry County Sheriff, subject to a successful background check at the sole discretion of the McHenry County Sheriff. Discipline of Joint Training Facilities personnel and handling of grievances shall be at the discretion of the McHenry County Sheriff. The County shall be liable for any damages assessed in favor of the disciplined employee and pay all costs of defending any disciplinary decisions, including attorney fees. All costs of the grievance process, including any mediation, arbitration and court proceedings, including attorney fees incurred, shall be paid by the County. Provided, however, any employment benefits, including vacation pay, retirement benefits, etc., which are to be reimbursed to the subject employee shall be paid by the Members in accordance with the allocation of costs set forth in Section 6(B). Periodically, the Joint Training Facilities Board will conduct a staffing analysis of the Joint Training Facilities to determine that it is properly staffed. The Joint Training Facilities Board shall have the binding authority to determine staffing levels based upon the needs of the Joint Training Facilities.

D. Member Instructors. In conjunction with the Joint Training Facilities Board determining appropriate course instruction and training programs relating to the joint standard operating procedures adopted to meet the criteria of Illinois statutes and any rules and regulations implementing those statutes, including ILETSB, the Joint Training Facilities Board shall determine internal candidates from each Member to become approved instructors. All such instructors performing course instruction and training in relation to the Joint Training Facilities and this Agreement shall remain the employees solely of the Member which employed them to perform such services and not of any other Member. (This does not preclude the Joint Training Facilities Board from contracting with third-party instructors as needed or desired.)

E. Capital Replacement Plan. The Joint Training Facilities Board shall prepare and approve a written five-year capital replacement plan in conjunction with the annual planning meeting, beginning in 2023 and continuing every five (5) years thereafter.

F. Equipment. The Joint Training Facilities Board shall determine the training equipment to be utilized and/or purchased and the methods of ownership and sharing of resources, which shall be incorporated into the annual budget and the capital replacement plan.

G. McHenry County EMA Operation Center. The Joint Training Facilities Board shall agree with the County on terms of use relating to the lower-level training room's use as an operation center for the McHenry County Emergency Management Agency during emergencies and training.

H. Customer Rates, Fees, and Charges. The Joint Training Facilities Board shall determine the rates, fees, and charges to Customers for utilizing the Joint Training Facilities, including rates, fees, and charges for participation in the course instruction and training programs. Parties shall take precedent over Customers in scheduling the Joint Training Facilities.

I. Third-Party Rates, Fees, and Charges. The Joint Training Facilities Board shall determine the rates, fees, and charges to third parties for use of the Joint Training Facilities. Members shall take precedent over third parties for using the Joint Training Facilities.

J. Modifications to Classroom Facility. The Joint Training Facilities Board shall approve any major modifications to the buildout of the Classroom Facility currently set forth on Exhibit A.

K. Firearms Range. The Parties have not yet determined if the Firearms Range will be maintained by the Parties in the same financial manner as the Classroom Facility. However, it is the intent of the Parties to determine, through the Joint Training Facilities Board, the following:

i. Construction Costs. The Joint Training Facilities Board shall provide input to the County relating to the construction of the Firearms Range. Prior to construction, the costs for the construction of the Firearms Range shall be the

sole responsibility of and paid for by the County and approved by the Joint Training Facilities Board.

ii. Allocation of Operations and Maintenance Costs. Prior to operations of the Firearms Range, the Joint Training Facilities Board shall agree on whether additional law enforcement agencies are necessary or desired to participate in the costs of maintenance, repairs, and operations of the Firearms Range, whether there should be an initial contribution amount from the Initial Members, and the allocation of costs of maintenance, repairs, and operations of the Firearms Range. The Joint Training Facilities Board should determine said amounts as follows:

1. for the Initial Members if only the Initial Members participate;
2. for each Initial Member if some, but not all, of the Initial Members participate; and
3. for the Initial Members and additional Members if additional law enforcement agencies participate.

iii. Right of First Refusal. Prior to any Initial Member being obligated to pay funds for the Firearms Range in excess of those set forth in Section 4(I), Payment, and agreed to consistent with Section 6(B), Allocation of Costs, each Initial Member shall have an opportunity to review the initial tentative information formulated under this Section 6(K) and determine its willingness to further participate financially in the Firearms Range. Each Initial Member shall provide written notice of its determination within sixty (60) days of receipt of the initial tentative information or upon such other date as agreed to by the Joint Training Facilities Board. Should an Initial Member determine not to financially participate in the Firearms Range, the Initial Member may only participate in the Firearms Range as a Customer.

7. Dedicated Fund. The County is acting as the fiscal agent for the Joint Training Facilities Board and shall keep a fund for the benefit of the Joint Training Facilities Board (the “Joint Training Facilities Dedicated Fund”). The Joint Training Facilities Dedicated Fund shall consist of two separate and independent categories of funds: 1) a capital fund (“Capital Fund”); and 2) a fund for the annual expenses for Administrative Services, operation, and maintenance (“Operations Fund”). On an annual basis, when the budget and annual contributions from each of the Parties are calculated, any remaining fund balance in the Operations Fund will be applied to offset the annual contributions from each Party to the Operations Fund. On a monthly basis, the County shall provide a record of the revenues, expenses, and account balances for the Capital Fund and the Operations Fund. The Joint Training Facilities Dedicated Fund shall be equally owned by the Parties but will be held in trust by the County acting as the fiscal agent. The Joint Training Facilities Dedicated Fund shall be subject to annual appropriations by each Party.

8. Employee Status. All employees of each Member who perform any services in relation to the Joint Training Facilities and this Agreement shall remain the employees solely of the Member which employed them to perform such services and not of any other Member.

9. Term and Termination. The term of this Agreement is perpetual, subject to a majority vote of the Joint Training Facilities Board. Upon dissolution of the Joint Training Facilities Board by majority vote of the Joint Training Facilities Board, all financial matters addressed by this Agreement shall equitably and proportionately be adjusted and allocated between the Members and all decisions thereafter regarding all matters involving the Joint Training Facilities shall be turned over to the County. However, the Members agree that they shall remain liable in accordance with Section 10, Indemnification and Liability.

10. Defense and Indemnification.

A. Not a Legal Entity. The Parties acknowledge and agree that they have entered into and constructed this Agreement with the purpose, intent, and in a manner to allow intergovernmental cooperation while not creating a legal entity or separate public body. The Parties further acknowledge and agree that by entering into this Agreement, the Parties are agreeing to provide each other intergovernmental cooperation pursuant to the terms of this Agreement only and are not authorizing any Member or the Joint Training Facilities Board to take any actions that would confer legal entity or public body status on the Joint Training Facilities Board.

B. Cannot Be Sued. The Parties acknowledge and agree that the Joint Training Facilities Board is not a legal entity that can sue or be sued. In the event that the Joint Training Facilities Board is named as a party to a lawsuit, claim, or action, either individually or as a co-defendant to any Party, no Party shall take any action or position that is contrary to this subsection; rather, all Parties hereby agree that unless and until a court of competent jurisdiction rules otherwise, the Parties shall not take the position that the Joint Training Facilities Board is a legally entity, public body, or can sue or be sued.

C. Payment of Costs. If, and only if, a court of competent jurisdiction determines that the Joint Training Facilities Board can be sued as an independent entity related to an incident or matter pursuant to this Agreement, the Joint Training Facilities Board shall retain defense counsel to represent it in such a lawsuit, claim or action. Any costs of defense, including, without limitation all legal fees, during the pendency of such lawsuit, claim, or action shall be allocated to the Parties in the same manner as the Parties determine the annual budget is allocated under Section 6. Each Party shall be responsible for payment of its portion of the costs within thirty (30) days of receipt of an invoice.

D. Indemnification. Each Party (the “Indemnifying Party”) agrees to defend itself in any actions or disputes brought against it in connection with or as a result of this Agreement and to hold harmless and indemnify every other Party (the “Indemnified Parties”) and the Indemnified Parties’ officers and employees from any losses, claims, expenses, actions or judgments, including reasonable attorney’s fees, as a result of the negligence or acts of the Indemnifying Party and Indemnifying Party’s police department. Provided, however, this shall not impair the contract rights of the Parties hereunder.

Further, each Party (the “Employer”) is responsible for its personnel acting under this Agreement and releases, indemnifies and holds harmless each and every other Party hereto with regard to any claims for injury or damage made by Employer’s personnel involving employment benefits provided by law or contract. Specifically, with regard to employment

benefits, all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment and clothing and medical expense of the Employer's personnel shall be paid by Employer.

E. Non-Waiver of Immunities. No Party to this Agreement or while performing under the terms of this Agreement shall be deemed to waive any governmental immunity or defense to which the Party would otherwise be entitled under statute or common law.

11. Insurance. The County shall maintain for the duration of the Agreement, at the County's expense, property insurance on the 655 Property and the structures and the Firearms Range (as set forth in Section 3) and the County or Cary, as the case may be, shall maintain for the duration of the Agreement, at the owner's expense, property insurance on the 460 Property. Each Party 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 providing assistance pursuant to this Agreement as follows:

A. 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 or a project/contract specific aggregate of \$1,000,000;

B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

C. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

Such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other Parties. Certificates of Insurance evidencing the above-required insurance shall be supplied to the Joint Training Facilities Board within ten (10) days of approval of this Agreement. Each Party shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent, or exhausted coverage. The Parties shall have no obligation to provide or extend insurance coverage to insure the personnel of any other Party to this Agreement or to insure the acts or omissions of personnel of any other Party to this Agreement.

12. Notice. Any notice required or permitted to be given by this Agreement must be in writing and is sufficiently given upon the actual receipt by the recipient, if notice is given by personal delivery or e-mail and a confirmation copy of such notice is simultaneously sent by personal delivery, U.S. certified mail (return receipt requested), or reputable overnight commercial courier service. Notices must be addressed to the recipient as set forth below or at such other address as provided pursuant to this notice provision:

To Algonquin: Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102
Attn: Chief of Police
Email:

To Cary: Village of Cary
755 Georgetown Drive
Cary, Illinois 60013
Attn: Chief of Police
Email:

To Lake in the Hills: Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60152
Attn: Chief of Police
Email:

To McHenry City: City of McHenry
333 Green Street
McHenry, Illinois 60050
Attn: Chief of Police
Email:

To the County: County of McHenry
2200 N. Seminary Avenue
Woodstock, Illinois 60098
Attn: Sheriff, McHenry County Sheriff's Office
Email: sheriff@mchenrycountyil.gov

13. Severability. It is agreed by the parties that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, or clause is held to be contrary to the law, or contrary to any rule or regulation having the full force and effect of law, such decision shall not affect the remaining portions of this Agreement.

14. Governing Law. The Parties agree any and all disputes, controversies, or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The Parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the Parties hereby consent to the personal jurisdiction thereof.

15. Entire Agreement. It is agreed by the Parties that the Agreement of the Parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.

16. Amendments. Any alterations, amendments, deletions or waivers of any provision of this Agreement shall be valid only when executed in writing and signed by the Parties hereto.

17. Rights of Third Parties. Nothing herein shall be construed to create any rights or duties to third parties, it being the Parties' mutual intent that there be no third-party beneficiaries to this Agreement.

18. No Agency Created. Only an independent governmental relationship between the Parties is created by this Agreement and no Party shall constitute an authorized agent of the other.

19. Assignment Prohibited. No Party hereto shall assign this Agreement or the rights and duties hereunder.

20. Authorized Signatory. Each person signing below on behalf of one of the Parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this Agreement on behalf of the Party.

21. Counterparts. This Agreement may be executed in two or more counterparts, each copy of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument.

NOW, THEREFORE, the Parties have entered into this Agreement on the date set forth above.

VILLAGE OF ALGONQUIN

ATTEST:

By: _____
Debby Sosine, President

By: _____
Fred Martin, Village Clerk

VILLAGE OF CARY

ATTEST:

By: _____
Mark Kownick, Mayor

By: _____
Susan Greene, Village Clerk

VILLAGE OF LAKE IN THE HILLS

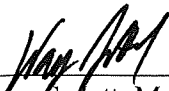
ATTEST:

By: _____
Ray Bogdanowski, President

By: _____
Shannon DuBeau, Village Clerk

CITY OF McHENRY

ATTEST:

By: 
Wayne S. Jett, Mayor

By: *Trisha Ramel by Maite A. Jhon*
Trisha Ramel, City Clerk *Denny Clerk*

COUNTY OF McHENRY

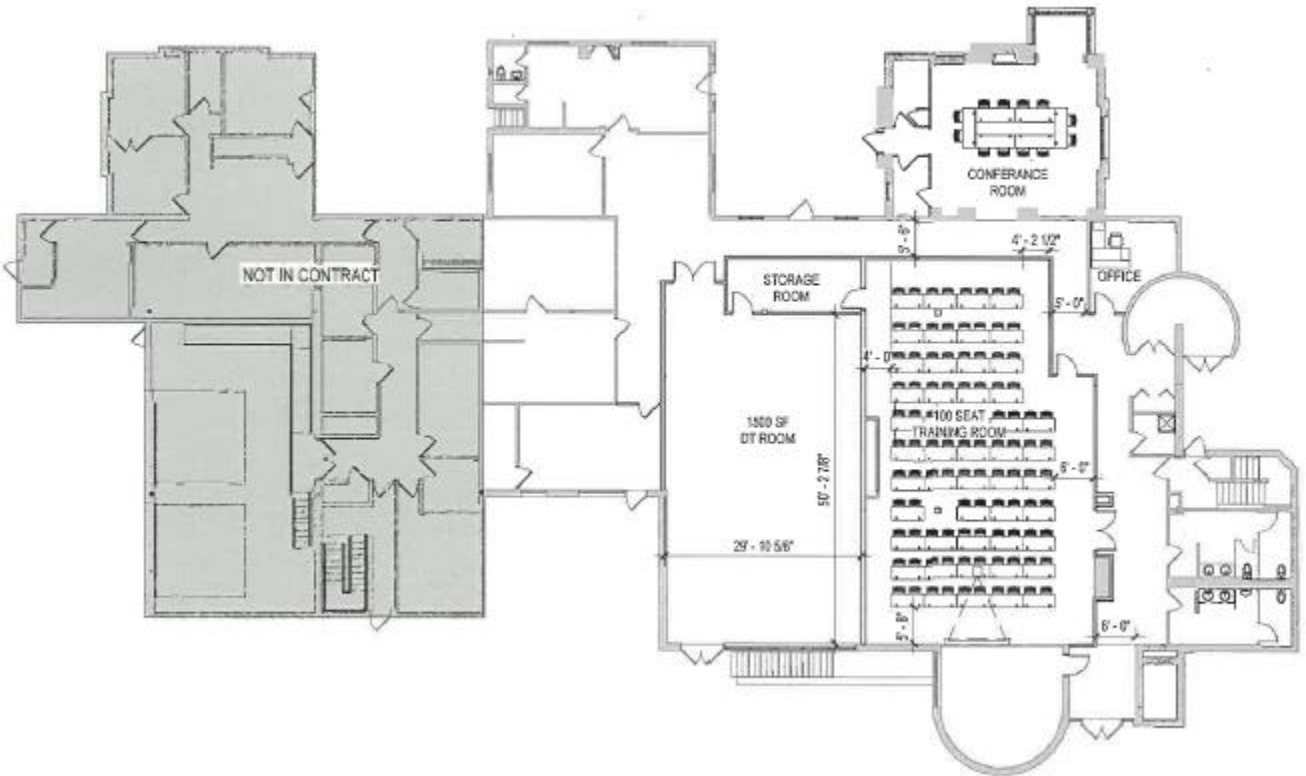
ATTEST:

By: _____
Michael Buehler, Chair

By: _____
Joseph J. Tirio, County Clerk

EXHIBIT A

655 Property - Upper Level



655 Property - Lower Level

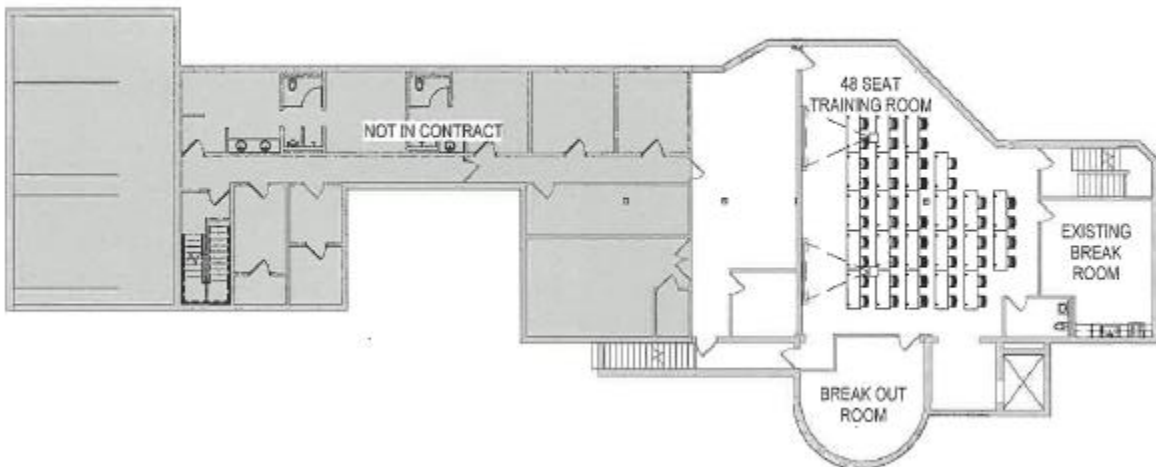


EXHIBIT B

**ADDENDUM NO. _____ TO INTERGOVERNMENTAL AGREEMENT
RELATING TO THE MCHENRY COUNTY CONSOLIDATED
LAW ENFORCEMENT JOINT TRAINING FACILITIES**

THIS ADDENDUM TO INTERGOVERNMENTAL AGREEMENT (“Addendum No. _____”) is made this _____ day of _____, 20__ by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation acting by and through its President and Village Board (“Algonquin”); the VILLAGE OF CARY, an Illinois municipal corporation acting by and through its Mayor and Village Board (“Cary”); the VILLAGE OF LAKE IN THE HILLS, an Illinois municipal corporation acting by and through its President and Village Board (“Lake in the Hills”); the CITY OF MCHENRY, an Illinois municipal corporation acting by and through its Mayor and City Council (“McHenry City”); the COUNTY OF MCHENRY, a body politic and corporate acting by and through its County Board (the “County”); and

(the “Additional Member”).

WHEREAS, Algonquin, Cary, Lake in the Hills, McHenry City, and the County previously entered into that certain intergovernmental agreement entitled “Intergovernmental Agreement between the Village of Algonquin, Village of Cary, Village of Lake in the Hills, City of McHenry, and County of McHenry relating to the McHenry County Consolidated Law Enforcement Joint Training Facilities” dated _____, 2022 (the “Agreement”);

WHEREAS, the Additional Member desires to become a Member of the Joint Training Facilities Board and be bound by the terms of the Agreement and those additional terms as set forth in this Addendum No. __;

WHEREAS, pursuant to Section 4(F) of the Agreement, additional members may be added to the Joint Training Facilities Board and shall execute and become a party to the Agreement; and

WHEREAS, the Parties are authorized by the terms and provisions of Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do separately.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and those set forth in the Agreement, the Parties agree as follows:

1. Recitals. The above recitals are an integral part of this Addendum No. ___ and are incorporated herein.
2. Bound by Agreement. The Additional Member agrees to be bound by the terms of the Agreement in addition to this Addendum No. ___.

3. Payment. The Additional Member of the Joint Training Facilities shall pay _____ THOUSAND DOLLARS AND NO/100 (\$_____.00) for its initial membership to the Joint Training Facilities to the Joint Training Facilities Dedicated Fund.

4. Allocation of Costs. The annual budget for the Joint Training Facilities through December 31, _____, has been prepared by and agreed to by the Joint Training Facilities Board. The costs, based on said annual budget, for the maintenance repairs, and operations of the Joint Training Facilities shall be apportioned for the remainder of the year and shall be reallocated between the Members and the Additional Member pursuant to the following percentages:

<u>Municipality</u>	<u>Percentage Allocation of Costs</u>
Algonquin	13.89 %
Cary	7.22 %
Lake in the Hills	11.39 %
McHenry City	14.17 %
County	53.33 %
Additional Member	TBD %

Any future equitable adjustment of this allocation shall be subject to a majority vote of the Joint Training Facilities Board and any allocation of costs shall always cover all budgeted expenses.

5. Definitions. Any capitalized term or word used herein but not defined shall have the same meaning as the capitalized terms in the Agreement.

6. Addendum. This instrument is simply an addendum and is part of and integrated into the Agreement between the Members and the Additional Member. In the event that there is an inconsistency or conflict between the terms and provisions of this Addendum No. ____ and the remainder of the Agreement, the terms and provisions of this Addendum No. _____ shall control, govern, and prevail.

NOW, THEREFORE, the Parties have entered into this Addendum No. ___ on the date set forth above.

VILLAGE OF ALGONQUIN

ATTEST:

By: _____
_____, President

By: _____
_____, Village Clerk

VILLAGE OF CARY

ATTEST:

By: _____
_____, Mayor

By: _____
_____, Village Clerk

VILLAGE OF LAKE IN THE HILLS

ATTEST:

By: _____
_____, President

By: _____
_____, Village Clerk

CITY OF McHENRY

ATTEST:

By: *Wayne A. ...*
Wayne A. ..., Mayor

By: *Monte A. ...*
Monte A. ..., City Clerk

COUNTY OF McHENRY

ATTEST:

By: _____
_____, Chair

By: _____
_____, County Clerk