

#23-13

INTERAGENCY AGREEMENT

EFFECTIVE JANUARY 1, 2021

The undersigned public agencies, charges with the duty of enforcing the law and protecting their citizens from illegal activity, recognizing that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime within the designated counties and recognizing that the problem can be most effectively combated by the pooling of their resources and the joint exercise of their respective authorities; they and each of them do now enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to public safety.

For and in consideration of the terms herein set forth and the mutual covenants and obligations of the Parties hereto, it is agreed by and among the undersigned Parties the following:

- I. **PARTIES:** The parties to this Agreement are the Tri-County Drug Enforcement Narcotics Team (TRIDENT), with their authority of the member agencies and their interagency agreement, and the Marshall County Sheriff's Office.
- II. **AUTHORITY:** Parties hereby enter into this Agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5ILCS220/1 et seq.)
- II. **PURPOSE:** The purpose of this Agreement is to give authority to specific members of the Tri-County Drug Enforcement Narcotics Team (TRIDENT), as decided by the Sheriff of Marshall County, Illinois, to direct their investigative and enforcement efforts in Marshall County, Illinois, in the following areas:
  - a. Covert and overt investigations concerning the individuals engaged in illicit crimes; to include, but not limited to: controlled substances and cannabis activities, as well as illegal currency related crimes in Marshall County.
  - b. Development of intelligence data regarding criminal activity in the area.
  - c. Assist the Marshall County Sheriff's Office in illegal narcotic or other criminal

Such compensation shall include but is not necessarily limited to costs for wages, overtime, injury, death, retirement benefits and insurance. Specific member of TRIDENT shall be sworn in as a peace officer by the Sheriff of Marshall County. Under no circumstances shall personnel responding pursuant to the terms of this agreement be considered a loaned or borrowed employee of any other party. The parties agree that any Local or State fines and/or forfeitures shall be divided equally among the parties as agreed.

V. LIABILITIES/INSURANCE:

- a. Each agency will accept liability, under the Workman's Compensation Act. (820ILCS305/1 et.seq.) in the event of personal injuries occur to their officer(s) while engaged in TRIDENT activities. Each party hereto shall procure and maintain, at its sole exclusive expense, adequate insurance coverage, which shall include, at a minimum: ~~comprehensive~~ general liability for personal injury, property damage and death; workman's compensation, occupational diseases, with minimum limits of \$5,000,000 combined single limit general liability. No party hereto shall have any obligation to provide or extend insurance coverage for any use of the items enumerated herein to any other party hereto or its personnel. The obligations of the section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or an arrangement with an insurance provider approved by the self-insurance plan or arrangement with an insurance provider approved by the State of Jurisdiction. TRIDENT may require that copies or other evidence of Compliance with the provisions of the Section be provided by Member Units upon request.
- b. Each party hereto agrees to waive and release any and all claims against all other parties hereto for any loss, damage, disease, personal injury or death occurring in consequence of the performance of or in any way related to this Agreement; provided, however, that such claim is not a result of willful and wanton misconduct by a party hereto or its personnel. Each party to this Agreement hereby expressly agrees to hold harmless, indemnify and defend all other parties to this Agreement rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. The Indemnity shall include reasonable attorney fees

VI. The initial term of this agreement shall be one (1) year, from the effective date set forth above, with each law enforcement agency having the right to opt out of this agreement at the end of said year by providing sixty (60) days written notice prior to the end of the year of intention to do so. In the absence of such a notice to opt out, the agreement will automatically be renewed as to all parties for an additional year. This shall continue on a year to year basis. Also, in the event that any single law enforcement agency should opt out, the opting out of any agency shall not affect the continued validity of the agreement as to any other agencies that have not opted out. This agreement may also be amended at any time by written agreement of all law enforcement agencies that are involved.

**TRIDENT AGREEMENT EFFECTIVE JANUARY 1, 2021**

Agency: Marshall County Sheriff's Office

Agency: TRIDENT

Title/Name: Sheriff Wayne Strawn

Title/Name: Commander J. Boedigheimer

Date: 1/25/21

Date: 1/25/21

Signature: Wayne Strawn

Signature: [Handwritten Signature]

**APPROVED 1/17/2023-SPECIAL BOARD MEETING  
9-AYES, 0 NAYS, 0 ABSTAINED, 3 ABSENT**

[Handwritten Signature]  
**JILL M. KENYON  
COUNTY CLERK & RECORDER**

[Handwritten Signature]  
**GARY KROESCHEN  
CHAIRMAN**