

**AGREEMENT BETWEEN THE CITY OF COLLINSVILLE AND
FAIRMOUNT PARK, INC. IN RELATION TO PROVIDING
SECURITY AND LAW ENFORCEMENT SERVICES
(2026)**

This Agreement ("Agreement") is entered into effective as of 3-19-, 2026 by and between the City of Collinsville, an Illinois municipal corporation ("City"), and Fairmount Park Inc., a Delaware Corporation ("Company").

RECITALS

WHEREAS, the Company is the hosts various special events at its premises located at what is commonly known as Fairmount Park Racetrack, 9301 Collinsville Road, Collinsville, Illinois ("Premises").

WHEREAS, the Company desires to engage off-duty police officers from the City's Police Department to provide security services during the Events as described herein.

WHEREAS, the City is willing to provide such off-duty police officers under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Provision of Security Services

- a. **Off-Duty Officers:** The City agrees to provide a number of off-duty police officers ("Officers") to perform security services at the Events described below, on the following dates and times:
 - i. Two officers on April 14, 2026 from 1:30 pm to 7:30 pm for Opening Day;
 - ii. Two officers on May 2, 2026 from 1:30 pm to 7:30 pm for the Kentucky Derby;
 - iii. Two officers on August 29, 2026 from 1:30 pm to 7:30 pm the St. Louis Derby;
 - iv. Two officers on October 10, 2026 from 1:30 pm to 7:30 pm for an NTL Event.
- b. **Scope of Services:** The Officers shall perform duties typically associated with law enforcement, including crowd control, maintaining public order, protecting property, and as otherwise permitted by the Illinois state statutes and City of Collinsville Code of Ordinances. All assigned Officers shall be under the control, direction, and supervision of the City.

- c. **Exceptions:** Notwithstanding any other provision herein, the City does not guarantee that it will be able to assign officers to the Company as provided for herein and its failure to do so shall not constitute a breach of this Agreement or subject the City to damages owed to the Company.

2. Compensation

- a. **Payment:** The Company shall pay the City at a rate of \$200.00 per hour per Officer, with a minimum number of hours per Officer as provided for in Section 1. Without regard to the number of hours actually worked by an officer, Invoicing by the City shall be a minimum of two (2) hours per Officer.
- b. **Overtime:** Any hours worked in excess of the hours in Section 1 shall be compensated at a rate of \$300.00 per hour per Officer.
- c. **Payment Terms:** The City shall invoice the Company within thirty (30) days after the Event, and the Company shall remit payment within fifteen (15) days of receipt of the invoice.

3. Insurance

- a. **Company's Insurance:** The Company shall, at its own expense, maintain during the term of this Agreement:
 - i. **Commercial General Liability Insurance:** With limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate, covering bodily injury, personal injury, and property damage.
 - ii. **Liquor Liability Insurance:** If alcohol is served at the Event, with limits of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate.
 - iii. **Workers' Compensation Insurance:** In compliance with the Illinois Workers' Compensation Act, covering all Company employees involved in the Event.
- b. **City's Insurance:** The City shall maintain its standard insurance coverage for its Officers, including general liability and workers' compensation insurance.
- c. **Certificates of Insurance:** Prior to the Events, the Company shall provide, at the City's request, the City with certificates of insurance evidencing the required coverages and naming the City as an additional insured on the general liability and, if applicable, liquor liability policies.

4. Indemnification

- a. **Company's Indemnification:** To the fullest extent permitted by law, the Company shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting from the acts or omissions of the Company, its employees, contractors, or agents in connection with the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the Officers.
- b. **City's Indemnification:** To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the Company, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligence or willful misconduct of the Officers in connection with the performance of this Agreement.

5. Workers' Compensation

- a. **City's Responsibility:** The City shall be responsible for providing workers' compensation insurance coverage for the Officers during the performance of their duties under this Agreement, in accordance with the Illinois Workers' Compensation Act.
- b. **Reimbursement:** The Company agrees to reimburse the City for any workers' compensation claims, costs, expenses, and attorney's fees incurred as a result of injuries sustained by the Officers while performing services under this Agreement, except to the extent such injuries are caused by the negligence or willful misconduct of the Officers.

6. Independent Contractor

The parties acknowledge and agree that the Officers are employees of the City and shall remain under the City's direction and control. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Company and the Officers or between the Company and the City.

7. Compliance with Laws

The Company and the City shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with the performance of this Agreement and the conduct of the Events.

8. Termination

- a. **Termination by City:** The City may terminate this Agreement upon fifteen (15) days' written notice to the Company if the City determines, in its sole discretion, that providing

the Officers for the Events would pose a risk to safety of the public or the Officer, or is otherwise not in the best interests of the City.

- b. **Termination by Company:** The Company may terminate this Agreement upon fifteen (15) days' written notice to the City.
- c. **Payment upon Termination:** In the event of termination, the Company shall pay the City for all services rendered and costs incurred up to the effective date of termination.

9. Miscellaneous

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.
- b. **Amendments:** No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.
- c. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. Venue shall be in the Circuit Court of Madison County, Illinois.
- d. **Successors and Assigns:** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns. No assignment of this Agreement may be made by the Company without the written consent of the City, which shall be granted at its sole discretion.
- e. **Authority to Execute:** Each signatory hereto represents and warrants that they have the proper and necessary corporate authority to execute this Agreement and bind their entity to the terms and conditions of this Agreement.
- f. **Waiver:** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.
- g. **Severability:** If for any reason any provision of this Agreement is determined by a judge to be invalid or unenforceable, that provision shall be deemed severed and the balance of this Agreement shall otherwise remain in full force and effect.
- h. **Notice.** All notices pursuant to this Agreement must be in writing and may be delivered by electronic mail, facsimile, in person, First Class U.S. mail, overnight delivery, by certified or registered mail to each party's address provided in this Agreement. All notices to City must be delivered to the Mayor or City Manager. Notices delivered to the

other party may be delivered at any known physical address, the email address of administrative management personnel, or the facsimile number, of that party.

To the City:
City of Collinsville
Attention: Mayor or City Manager
125 South Center Street
Collinsville, Illinois 62234

To the Company:
Fairmount Park, Inc.
Vince Gabbert
9301 Collinsville Rd
Collinsville, IL 62234
VinceG@Fairmountparkcasino.com
cc: Derek Harmer
DerekH@acceleentertainment.com

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF COLLINSVILLE

FAIRMOUNT PARK, INC.

By: Derek Jackson
Title: City Manager



By: Travis Clark
Title: Vice President of Operations
Dated: 3/19/2026

Dated: _____

Attest:

Attest:

By: Kimberly Wasser
Title: City Clerk

By: _____
Title: Secretary

