

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested

Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: February 14, 2018_ (COW) (B of T) **Date:** March 1, 2018

TITLE: Resolution authorizing the Village President to execute an Intergovernmental Police Service Assistance Agreement

SUBMITTED BY: Deputy Chief Thomas Wirsing, Police Department

BACKGROUND/POLICY IMPLICATIONS:

It is recommended that the current FIAT IPSA with the village be amended to include strengthened indemnification language that will protect FIAT and member agencies

FISCAL IMPACT/FUNDING SOURCE:

Time and Materials:
Signage and Village Installation

Review (as necessary):

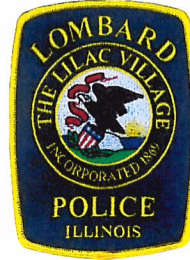
Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

VILLAGE OF LOMBARD POLICE DEPARTMENT



Roy Newton
Chief of Police

Thomas Wirsing
Deputy Chief of Operations

Agenda Item: Resolution to Approve an Amendment to an Intergovernmental Police Service Assistance Agreement for the Felony Investigation Assistance Team (FIAT)

Date: January 2nd, 2018

Prepared by: Chief Roy Newton

Discussion: Over the last year, FIAT Executive Board Members have worked with Intergovernmental Risk Management Agency (IRMA) to address potential liability that may exist for members of the Felony Investigation Assistance Team (FIAT). In order to share resources and reduce costs, FIAT was established, via an initial Intergovernmental Police Service Agreement (IPSA) in 1976. The Village of Lombard joined FIAT in 2003. FIAT is a law enforcement task force specializing in major crime investigations, computer forensics, major crash reconstructions, police service dogs, and Special Weapons and Tactics (SWAT) response. Support in these specialty areas is shared by personnel on a part-time basis from FIAT member agencies including: Addison, Brookfield, Burr Ridge, Clarendon Hills, Darien, Downers Grove, Hinsdale, Lisle, Lombard, Oak Brook, Warrenville, Westmont, Willowbrook, Wood Dale, and Woodridge (See Attachment 1 1998 FIAT IPSA).

Based on IRMA's analysis and review of recent court decisions, IRMA has recommended that the current FIAT IPSA with the Village be amended to include strengthened indemnification language that will protect not only FIAT, but also the member agencies (See Exhibit 1 Successor IPSA FIAT).

This indemnification language will protect FIAT as an organization from being sued independently. FIAT exists only as an extension of the member agencies through the IPSA and does not carry independent liability insurance or function as an independent organization. Adding the indemnification language clarifies that a member agency requesting shared resource response is responsible for indemnifying FIAT and the other agencies that contribute resources.

Attachments:

Resolution
Attachment 1: 2003 Lombard/FIAT Intergovernmental Police Service Assistance Agreement (IPSA)
Exhibit 1: Ammended Intergovernmental Police Service Assistance Agreement (IPSA)

Requested Action: Staff recommends that the Village Board authorize the Mayor or Village Manager to execute an Amended Intergovernmental Police Service Assistance Agreement between the Village of Lombard and Felony Investigation Assistance Team (FIAT).

RESOLUTION NO. 2018 _____

**A RESOLUTION APPROVING AN AMENDMENT TO THE
INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT
("IPSA") ENTERED INTO BY THE VILLAGE IN JULY OF 2003**

WHEREAS, the Intergovernmental Police Service Assistance Agreement (the "IPSA Agreement") is a law enforcement mutual aid agreement between units of local government in and around DuPage, Cook, and Will Counties in Illinois, and was created pursuant to the Illinois Constitution and the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the IPSA Agreement creates the Felony Investigation Assistance Team ("FIAT"), which is intended to pool local law enforcement resources; and

WHEREAS, since July 17, 2003, the Village of Lombard (the "Village") has been a participant of the IPSA Agreement, and, therefore; a participant in FIAT; and

WHEREAS, it is in the best interests of the Village, as well as all Participating Agencies under the IPSA Agreement to amend the IPSA Agreement to include certain provisions for the defense and indemnification of FIAT;

NOW, THEREFORE, be it Resolved by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: that the Recitals set forth above are incorporated herein as if fully set forth herein.

SECTION 2: That the Amendment to an Intergovernmental Police Assistance Agreement, attached hereto as Exhibit 1, and made part hereof, (the "Amendment") is hereby approved.

SECTION 3: That the Village President and Village Clerk are hereby authorized to execute the Amendment on behalf of the Village, as well as any and all documents necessary to carry out the terms of the Amendment.

Adopted this _____ day of _____, 2018, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of _____ 2018.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

Schedule of Exhibits

EXHIBIT 1: AMENDMENT TO AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT ("IPSA")

AN AMENDMENT TO AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

This Amendment to an Intergovernmental Police Service Assistant Agreement dated _____ 2018, is executed in counterparts by the signatory Public Agencies to the Intergovernmental Police Service Assistance Agreement, and the Felony Investigative Assistance Team Board.

WHEREAS, the participating public agencies participating in the IPSA Agreement (“Participating Agencies”) recognize that it is in the best interest of law enforcement to share resources and personnel through a mutual aid association to protect the health, safety and welfare of the public; and

WHEREAS, the Constitution of the State of Illinois (Ill.Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et.seq.) provide for the formation of intergovernmental agreements for, among other things, law enforcement mutual aid associations; and

WHEREAS, there is in Illinois a law enforcement mutual aid agreement created under the Constitution of the State of Illinois and the Intergovernmental Cooperation Act known as the Illinois Law Enforcement Alarm System (“ILEAS”) Mutual Aid Agreement; and

WHEREAS, ILEAS serves as a third party entity to support, centralize, coordinate and organize the provisions of mutual aid in the State of Illinois; and

WHEREAS, the IPSA Agreement is a law enforcement mutual aid agreement between units of local government in and around DuPage, Cook and Will Counties in Illinois, and is created pursuant to the Illinois Constitution and the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the IPSA Agreement creates the Felony Investigation Assistance Team (“FIAT”), which is intended to pool resources in a combined action to expedite the solution of serious crimes, critical incidents and other law enforcement endeavors; and

WHEREAS, pursuant to Section 6 of the IPSA Agreement, an Operations Policy has been created which makes provision for a governing board of FIAT and sets forth the policy, procedures and regulations of FIAT; and

WHEREAS, Section 4 of the IPSA Agreement provides for the defense and indemnification of the Participating Agencies, their employees and officers and Section 5 of the IPSA Agreement assigns the liability for the Participating Agencies’ personnel liabilities, but the IPSA Agreement does not provide for defense and indemnification of FIAT; and

WHEREAS, nothing contained in the IPSA Agreement or the Operations Policy of FIAT, is intended to create any sort of legal association or entity, however, a Court may determine FIAT to be a legal entity subject to civil legal action and legal process; and

WHEREAS, the Participating Agencies declare that it is in the best interest of all Participating Agencies and provisional agencies to make provision for the defense and indemnification of FIAT; and

WHEREAS, the Participating Agencies under the IPSA Agreement declare that it is the best interest of all Participating Agencies and provisional agencies, to be engaged with and abide by the provisions, policies and regulations of the ILEAS Mutual Aid Agreement.

Now, therefore, the undersigned Participating Agencies do hereby enter into this Amendment to the IPSA Agreement with each and every other Participating Agency which signs a counterpart copy of this Amendment and agrees and contracts as follows:

1. IPSA Agreement.

The terms, provisions and conditions of the IPSA Agreement are incorporated herein as if fully set forth.

2. ILEAS Mutual Aid Agreement. The Participating Agencies of the IPSA Agreement engage with and abide by the terms, provisions and practices of ILEAS.

3. Defense and Indemnification of FIAT.

A. Defense. In the event that FIAT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Requesting Agency (as defined in the IPSA Agreement) shall be responsible, at its sole cost, for the defense of FIAT in such lawsuit, claim or action.

B. Indemnification. To the extent permitted by law, the indemnification of FIAT from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against FIAT shall be shared equally between each Participating Agency named as a party to the lawsuit, claim or action.

4. Insurance Requirements. Each Participating Agency under the terms of this Amendment to the IPSA 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 the IPSA Agreement as follows:

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.

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

Workers' Compensation and Employers' Liability: Workers' Compensation coverage with

statutory limits and Employers' Liability limits of \$500,000 per accident

Each of the Participating Agencies shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

5. Non-Waiver of Immunities. None of the Participating Agencies to the IPSA Agreement, while performing under the terms of the IPSA Agreement, shall be deemed to waive any governmental immunity or defense to which the Participating Agencies would otherwise be entitled under statute or common law.
6. IPSA Effective. This Amendment shall be attached to and made a part of the IPSA Agreement. All of the terms, provisions and requirements of the IPSA Agreement remain in full force and effect. In the event there is a conflict between the terms of this Amendment and the IPSA Agreement, the terms, provisions and conditions of this Amendment shall govern.
7. Contractual Obligation. The obligations and responsibilities incurred by a Participating Agencies under this Amendment shall remain continuing obligations and responsibilities of such Participating Agencies. Nothing contained herein shall be deemed to affect other mutual aid agreements that any of the Participating Agencies may have executed.
8. Application of Law and Venue. This Amendment and the IPSA Agreement shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Amendment and the IPSA Agreement, or the construction or interpretation of this Amendment and the IPSA Agreement, shall in a state court in the County of DuPage, Illinois.
9. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original of this Amendment.
10. That to the extent not amended by this Amendment, the terms, provisions and conditions of the IPSA Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year above written, which shall be the last date set forth below.

VILLAGE OF LOMBARD

By:

Keith Giagnorio
Village President

Date

Attest:

Sharon Kuderna
Village Clerk

Date

FELONY INVESTIGATION ASSISTANCE TEAM

By:

Chairman of the Board

Date

By:

Vice Chairman of the Board

Date

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) X *Waiver of First Requested*
 Recommendations of Board, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: July 7, 2003 (BOT) Date: July 17, 2003

TITLE: Resolution authorizing the Village President to execute an Intergovernmental
Police Service Assistance Agreement

SUBMITTED BY: Ray Byrne
Chief of Police

BACKGROUND/POLICY IMPLICATIONS:

This agreement would allow the Lombard Police Department and thirteen other area police departments to pool resources and provide specialized services as well as manpower in unusual situations. Commonly referred to as the Felony Investigative Assistance Team (FIAT), this organization provides manpower assistance, accident reconstruction teams, a SWAT / ERT Team and a major crimes investigation team. The Lombard Police Department would have access to all of these services as well as training provided by FIAT. A waiver of first reading is requested to expedite our membership.

FISCAL IMPACT/FUNDING SOURCE: \$2,000.00 annually

Review (as necessary):

Finance Director X _____ Date _____
Village Manager X _____ Date: _____

NOTE: All materials must be submitted to and approved by the Village Manager's office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

R _____ 03 RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL POLICE SERVICE
ASSISTANCE AGREEMENT

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, 5 ILCS 220/1 et seq. and 65 ILCS 5/11-1-2.1 authorize units of local government to enter into intergovernmental agreements; and,

WHEREAS, the Village Board has considered the terms and conditions contained in a certain Intergovernmental Police Service Assistance Agreement, a copy of which is attached hereto and is by this reference expressly incorporated herein; and,

WHEREAS, the Agreement would allow the Lombard Police Department to both receive and provide mutual aid to units of local government; and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President is hereby authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

First reading waived by action of the Board of Trustees this _____ day of _____, 2003.

Resolution No. _____
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Adopted this ____ day of _____, 2003.

Ayes: _____

Nays: _____

Absent: _____

Approved this ____ day of _____, 2003.

William J. Mueller
Village President

ATTEST:

Barbara A. Johnson
Acting Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer, Village Attorney