

**RESOLUTION**

R. 16-04

**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.

Adopted this 17th day of July, 2003.


Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nays: None

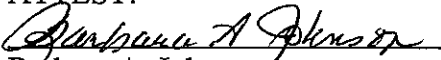
Resolution No: 16-04  
RE:FIAT Agreement  
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Absent: None

Approved this 17th day of July, 2003.

  
\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

  
\_\_\_\_\_  
Barbara A. Johnson  
Acting Village Clerk

APPROVAL AS TO FORM:

\_\_\_\_\_  
Thomas P. Bayer, Village Attorney

**INTERGOVERNMENTAL POLICE SERVICE  
ASSISTANCE AGREEMENT**

The undersigned units of local government, pursuant to Article VII, Section 10 of the Illinois Constitution, 5 ILCS 220/1 et seq. and 65 ILCS 5/11-1-2.1, agree as follows:

**Section 1. Purpose of Agreement.** It is recognized that in certain situations the use of law enforcement personnel and equipment to perform law enforcement duties outside of the territorial limits or jurisdiction of the unit of local government where such officers are legally employed, is desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

**Section 2. Power and Authority.**

(a) Each participating unit of local government does hereby authorize and direct its chief law enforcement officer, or his designee, to render and request mutual police aid to and from other participating units of local government to the extent of available personnel and equipment not required for adequate protection of the unit of local government rendering aid. The judgment of the chief law enforcement officer, or his designee of each unit of local government rendering aid as to the amount of personnel and equipment available shall be final.

(b) A unit of local government requesting aid shall first seek such aid from the nearest member units of local government possessing the needed personnel and equipment.

(c) Personnel who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits or jurisdiction of

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The unit of local government which regularly employs such personnel shall be under the direction and authority of the chief law enforcement officer, or his designee, of the member unit of local government requesting aid. Such personnel furnishing aid shall be under the direction and authority of officers of the unit of local government in whose command they are placed and, if they are law enforcement officers in their own unit of local government, they shall have all the powers of law enforcement officers of the requesting unit of local government.

(d) No unit of local government shall be liable to another unit of local government for a failure to render aid or the withdrawal of aid once furnished pursuant to this Agreement.

### **Section 3. Compensation.**

(a) Cooperative police service and assistance shall be rendered without charge to a participating unit of local government during the normal conduct of police business.

(b) Whenever a unit of local government anticipates unusual or burdensome costs in assisting another unit of local government under this Agreement, it shall inform the unit of local government requesting assistance of those anticipated unusual and burdensome costs, so that an agreement for reimbursement can be reached. No assisting unit of local government shall be obligated hereunder to incur unusual and burdensome costs without agreement for reimbursement.

**Section 4. Indemnification.** Each unit of local government requesting aid under this Agreement does hereby agree to indemnify, defend and hold harmless any unit of local government, employee, or officer thereof, rendering aid for any liability, cost,

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expense, claim, demand, judgment or attorneys' fees arising out of injury or damage caused by any employee or officer involved in rendering aid, including, but not limited to, false arrest, detention or imprisonment, wrongful death, malicious prosecution, defamation, assault and battery, invasion of privacy, failure to protect, deprivation of civil rights, trespass or pain and suffering or damage to the property of any third party, except that there shall be no indemnification for any liability arising out of any willful misconduct of any employee. Provided, however, that the total extent of such indemnification including the costs of defense shall be limited to the greater of the following:

- (a) the limits of liability in 65 ILCS 5/1-4-6 (if applicable);
- (b) the limits of liability for such an occurrence established by a self-insurance pool of which the unit of local government liable is a member; or
- (c) the limits of liability of any insurance policy which provides coverage to the unit of local government liable for the claim.

**Section 5. Liability.** All employee benefits, wage and disability payments, pension and workmen's compensation claims, damage to or destruction of equipment and clothing and medical expense of the unit of local government rendering aid shall be paid by the unit of local government regularly employing such person performing services pursuant to this Agreement.

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**Section 6. Rules and Regulations.** The chief law enforcement officer of the participating units of local government may establish by unanimous vote or agreement, uniform rules and regulations concerning the method, type and level of response to a request for aid, and the conduct of officers while rendering aid, provided that the rules and regulations shall not be inconsistent with the terms of this Agreement. A copy thereof shall be filed with the Clerk of each participating unit of local government. The rules and regulations may be revised and amended from time to time by unanimous vote or agreement of the chief law enforcement officers, and a copy of each revision or amendment shall be filed with the Clerk of each participating unit of local government. These rules and regulations shall be binding upon each of the units of local government and violation thereof, at the option of a majority of the other units of local government, shall result in loss of the rights and privileges of the violator under this Agreement.

**Section 7. Felony Investigation Assistance Team/Emergency Response Team (FIAT/ERT).** All participating units of local government shall be members of the Felony Investigation Assistance Team ("FIAT") and the Emergency Response Team ("ERT"). Rules and regulations governing the operation of FIAT/ERT may be adopted in the same manner as the rules and regulations provided for in Section 6 above, provided that such rules and regulations shall not be inconsistent with the terms of this Agreement, except that such rules and regulations may provide for the joint funding of FIAT/ERT by the participating units of local government.

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**Section 8. Effective Date of Agreement.**

(a) This Agreement shall be in full effect and legally binding at such time as an ordinance, in substantially the form attached hereto as Exhibit "1" and made a part hereof, authorizing its execution has been passed and approved by at least four (4) units of local government located in whole or in part within DuPage County, Illinois. This Agreement may be executed in duplicate counterparts containing the authorized signatures of one or more units of local government.

(b) Copies of such an ordinance entering into this Agreement shall be filed with the Clerk for each participating unit of local government within thirty (30) days of passage and approval.

**Section 9. Termination of Agreement.**

(a) Any participating unit of local government may withdraw from this Agreement at any time, at its option, by ordinance of its Board or Council.

(b) Copies of such ordinance withdrawing from the Agreement shall be filed with the Clerk of each participating unit of local government within thirty (30) days of passage and approval.

**Section 10. Additional Participating Units of local government.**

(a) Additional units of local government may be permitted to become a party to this Agreement upon the written consent of all participating chief law enforcement officers. Any unit of local government desiring to become a party to this Agreement shall pass an ordinance authorizing the execution of this Agreement and making the election for in Section 7 hereof.

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(b) Copies of the ordinances provided for above shall be filed with the Clerk of each participating unit of local government within thirty (30) days of passage and approval.

(c) Upon becoming a party to this Agreement, any such additional unit of local government shall be deemed to be a participating unit of local government.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following persons.

VILLAGE OF LOMBARD

By:



President Mayor

Dated: 7/17, 2003

ATTEST:

  
Village Clerk