

120156

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

DISTRICT # All

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

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *dah*

DATE : March 22, 2012

B of T : April 5, 2012

SUBJECT: An Ordinance Approving an Intergovernmental Agreement with the Northern Illinois Police Alarm System (NIPAS).

SUBMITTED BY: Raymond J. Byrne, Chief of Police

BACKGROUND/POLICY IMPLICATIONS: This intergovernmental agreement was actually approved by resolution of the Village Board on February 16, 2012. As with most intergovernmental agreements, it was authorized for signature by a resolution. However, the NIPAS intergovernmental agreement specifically provides that it be approved by an ordinance as opposed to a resolution. The agreement is the same as was approved by the Village Board on February 16th. A waiver of first reading is being requested to expedite the implementation of the agreement.

Fiscal Impact/Funding Source: 2120.733420 Clothing / Equipment (\$1,250.00)
2120.755320 Annual membership Fee (\$1,205.00)

Review (as necessary):

Finance Director

Village Manager

David A. Hulseberg

Date

Date 3/27/11

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.



LOMBARD POLICE DEPARTMENT



Date: March 22, 2012

To: David A. Hulseberg, AICP, ICMA-CM

From: Ray Byrne
Chief of Police

Re: Intergovernmental Agreement with the Northern Illinois Police Alarm System (NIPAS)

At the regularly scheduled Board of Trustees meeting on February 16, 2012, the Village Board, by resolution, approved an intergovernmental agreement with the Northern Illinois Police Alarm System (NIPAS). I have attached my original memorandum from the agenda item as a backup reference.

After submitting the documents to NIPAS, we were informed that they require the approval of the intergovernmental agreement to specifically be authorized by ordinance as opposed to a resolution. As a result, I am respectfully requesting that this matter be placed back on the Village Board agenda for April 5th to be approved by an ordinance. In all other respects, the intergovernmental agreement is the same one that was previously approved by the Village Board.

Since this is an ordinance, a waiver of first reading is being requested to expedite the effective date of the agreement. If you should have any questions, or would like additional information, please do not hesitate to contact me.

U: NIPAS memorandum Part 2.docx

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT, THE
VILLAGE CLERK AND THE POLICE CHIEF TO SIGN AN
INTERGOVERNMENTAL AGREEMENT WITH THE NORTHERN
ILLINOIS POLICE ALARM SYSTEM**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement; and,

WHEREAS, more than 90 suburban municipalities have formed an organization known as the Northern Illinois Police Alarm System (NIPAS); and,

WHEREAS, the purpose of said organization is to establish procedures to be followed in an emergency situation that threatens or causes loss of life and property, and exceeds the physical and organizational capabilities of a single unit 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 ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President and the Police Chief are 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.

Passed on first reading this _____ day of _____, 2012.

First reading waived by action of the Board of Trustees this _____ day of _____, 2012.

Passed on second reading this _____ day of _____, 2012, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2012.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

Published by me in pamphlet form this _____ day of _____, 2012.

Brigitte O'Brien
Village Clerk



Northern Illinois Police Alarm System

Agreement

The undersigned municipalities agree pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and Chapter 5 Act 220; Chapter 65 Act 5, Article 1, Division 4, Section 5/1-4-6; and Chapter 65 Act 5, Article 11, Division 1, Section 5/11-1-2.1; and Chapter 745 Act 10, Article VII, Illinois Compiled Statutes, as follows:

Section 1 Purpose of Agreement

This agreement is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community named (Appendix 1) has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of this agreement is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all citizens.

Section 2 Definitions

For the purpose of this agreement, the following terms are defined as follows:

Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois Police Departments participating in this mutual aid agreement.

Disaster: An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

Municipality: A city, village, or town having a recognized Police Department.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of alarms from locations in a stricken municipality by the aiding municipalities in accordance with the police alarm assignments as developed by the Police Chiefs of the participating municipalities.

Participating municipalities: A municipality that com-

mits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other participating municipalities for rendering and receiving mutual aid in the event of disaster in accordance with the police alarm assignments.

Stricken municipality: The municipality in which a disaster occurs that is of such magnitude that it cannot be adequately handled by the local Police Department.

Aiding municipality: A municipality furnishing police equipment and manpower to a stricken municipality.

Police alarm assignments: A pre-determined listing of manpower and equipment that will respond to aid a stricken municipality.

Section 3 Agreement to Effectuate the Mutual Aid Plan

The Village President, Mayor, or Board of Trustees of each participating municipality is authorized on behalf of that municipality to enter into and from time to time alter and amend on the advice of the Police Chief and with the consent of the governing body of that municipality, an agreement with other municipalities for mutual aid according to the following:

A. Whenever a disaster is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid agreement and the senior officer present of the aiding municipalities are authorized to and shall forthwith take the following actions:

- Immediately determine what resources are required according to the mutual aid police alarm assignment.
- Immediately determine if the required equipment and personnel can be committed in response to the request from the stricken municipality.
- Dispatch immediately the personnel and equipment required to the stricken municipality in accordance with the police alarm assignment.

B. The rendering of assistance under the terms of this mutual aid agreement shall not be mandatory in accordance with the police alarm assignments if local conditions prohibit response. In that event it is the responsibility of the aiding municipality to immediately notify the stricken municipality of same.

C. The senior officer present, of the stricken municipality, shall assume full responsibility and command for operations at the scene. He will assign personnel and equipment, of the aiding municipalities, to positions when and where he deems necessary.

D. It is expected that requests for mutual aid under this agreement will be initiated only when the needs exceed the resources of the stricken municipality. Aiding municipalities will be released and returned to duty in their own community as soon as the situation is restored to the point which permits the stricken municipality to satisfactorily handle it with its own resources or, as per Item B above, when an aiding municipality so desires.

E. All service performed under this agreement shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of mutual aid may be submitted by the aiding municipality to the stricken municipality. Indemnification of such costs shall be at the discretion of the respective elected Board or Councils.

F. Each participating municipality assumes the responsibility for members of its police force acting pursuant to this agreement, both as to indemnification of said police officers as provided for by Chapter 65 ILCS 5/1-4-6, and as to personal benefits

to said police officers, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois and the ordinances of the participating municipalities when acting solely within their own corporate limits.

G. The Police Chiefs of the participating municipalities shall maintain a governing board and establish an operational plan for giving and receiving aid under this agreement. Said plan shall be reviewed, updated and tested at regular intervals.

**Section 4
Termination**

Any municipality may withdraw from the Northern Illinois Police Alarm System agreement by notifying the Police Chiefs of the other participating municipalities in writing, whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of written notice.

**Section 5
Adoption**

This mutual aid agreement shall be in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in the signing of this agreement by the Village President, City Mayor or Trustees of a municipality.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

Village of Lombard

Name of Municipality

President/Mayor

Chief of Police

ATTEST:

Clerk

Date



Northern Illinois Police Alarm System Member Agencies 2011-2012

as of January 5, 2012

Antioch	Inverness	Round Lake Beach
Arlington Heights	Kenilworth	Round Lake Park
Bannockburn	La Grange	Schaumburg
Barrington	La Grange Park	Schiller Park
Barrington Hills	Lake Bluff	Skokie
Bartlett	Lake Forest	South Barrington
Bellwood	Lake Villa	South Elgin
Berkeley	Lake Zurich	Stickney
Berwyn	Libertyville	Stone Park
Broadview	Lincolnshire	Streamwood
Buffalo Grove	Lincolnwood	Vernon Hills
Burr Ridge	Lyons	Villa Park
Carpentersville	Maywood	Wauconda
Countryside	McCook	Waukegan
Deerfield	McHenry	West Dundee
Des Plaines	Melrose Park	Westchester
Elk Grove Village	Morton Grove	Western Springs
Elmhurst	Mount Prospect	Wheeling
Elmwood Park	Mundelein	Wilmette
Evanston	Niles	Winnetka
Forest Park	Norridge	Zion
Forest View	North Riverside	93 Agencies
Fox Lake	Northbrook	
Franklin Park	Northfield	
Glencoe	Northlake	
Glenview	Oak Brook	
Golf	Palatine	
Grayslake	Park Ridge	
Gurnee	Prospect Heights	
Hanover Park	River Forest	
Harwood Heights	River Grove	
Highland Park	Riverside	
Highwood	Rolling Meadows	
Hillside	Roselle	
Hoffman Estates	Rosemont	
Indian Head Park	Round Lake	





LOMBARD POLICE DEPARTMENT



Date: February 2, 2012

To: David A. Hulseberg, AICP, ICMA-CM

From: Ray Byrne
Chief of Police

Re: **Intergovernmental Agreement with the Northern Illinois Police Alarm System (NIPAS)**

Background

Several months ago, most DuPage County Police Agencies began discussions and preparations for potential impacts of activities related to the upcoming NATO/G8 Summits planned for Chicago in May. Much of the discussion has centered on the potential for having to deal with mass crowds, unruly crowds, protestors and the potential for violence associated with such activities. The discussions also revealed that DuPage County does not have a mobile field force (MFF) that specifically deals with crowd control issues. Mobile field forces are specially equipped and specially trained to specifically deal with crowds and protests.

Hinsdale Police Chief Brad Bloom, who currently serves as the President of the DuPage County Chiefs of Police Association, undertook an initiative through the Association to ensure that DuPage County municipalities could have the services of a properly equipped and well-trained MFF. Several standing committees were formed to look at viable alternatives, all operating under an operational date of May, 2012.

Alternatives

The work of the standing committees and the Association revealed two possible alternatives. The first was to form a team consisting of DuPage County police departments, similar to the DuPage County Major Crimes Task Force. The concept is to pool manpower from all of the agencies to form a team. The second alternative was to join an existing organization that already had a MFF.

The analysis conducted by the committees and the Association quickly revealed several obstacles to a county-wide team. Larger agencies (such as Lombard) would probably have to commit four (4) officers to such a team. Equipment costs would likely range in the area of \$5,000 and all of the officers would have to commit to training on a monthly basis or at least a bi-monthly basis. This would have a significant impact on manpower.

Finally, the reality of selecting officers, equipping them and adequately training them by May became an imposing effort.

The second alternative was to join an existing team with an MFF component. This led to exploration of the potential of joining NIPAS. NIPAS was originally formed by approximately 20 suburban communities to share resources, respond to emergencies involving mutual aid and to form a SWAT Team. In response to the World Cup event in the 1990's, NIPAS added a MFF as an additional component. Today, NIPAS consists of 93 municipalities, including four (4) in DuPage County. NIPAS is a very well respected organization for its personnel, equipment, training and protocols. If a municipality wishes to join NIPAS to obtain access to the MFF, the commitment would consist of paying an annual membership fee and providing one (1) officer with equipment to the team. The cost of equipping an officer to be on the MFF is approximately \$1,250.00. The annual membership fee for access to the NIPAS MFF is \$1,205.00.

Recommendation

Representatives from the NIPAS Board of Directors and the MFF have met with the DuPage County Chiefs of Police Association. They have expressed a mutual interest in having DuPage County police agencies join their MFF. The NIPAS MFF currently has over 100 officers assigned to it. It consists of a command staff, arrest teams, K-9 Teams, less lethal teams and a training team. With the addition of several agencies from DuPage County, the MFF has the potential to grow to a team of 125 officers. Additionally, NIPAS representatives have indicated that they could adequately train new agency officers to be available for deployment in May.

NIPAS has also made it clear that they are here to serve their member agencies. They will not respond to the City of Chicago during the NATO/G8 Summits, but will remain on standby to serve their member agencies in the event problems arise. However, they will not respond to non-member agencies.

Intergovernmental Agreement

I would respectfully request that the attached intergovernmental agreement be approved by the Village Board allowing us to join NIPAS and access the services of the MFF. The intergovernmental agreement is standard in nature in that it must be approved in the same format for all member agencies. It is not subject to modification. I believe membership in NIPAS provides many benefits to the Village of Lombard in a very cost efficient manner. It will allow us access to a well-equipped and well trained MFF in the event of any civil unrest. This brings an enhanced level of police services to our community under the model of sharing resources and manpower. If you should have any questions, or would like additional information, please do not hesitate to contact me.