

030401

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 \_\_\_\_\_  
Village Manager X William T. Lichter

Date \_\_\_\_\_  
Date: 7/7/03

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: July 7, 2003

To: William T. Lichter, Village Manager

From: Ray Byrne, Police Chief

**Re: Membership in the Felony Investigative Assistance Team (FIAT)**

As you know, I have been exploring the benefits of joining the Felony Investigative Assistance Team, or FIAT. FIAT is a multi-jurisdictional law enforcement organization that pools the resources of thirteen police departments. Current members of FIAT include Bolingbrook, Burr Ridge, Clarendon Hills, Darien, Downers Grove, DuPage Sheriff, Hinsdale, Lisle, Oak Brook, Warrenville, Westmont, Willowbrook and Woodridge. I believe membership in this organization carries several benefits for the Lombard Police Department.

FIAT was formed in the mid 1970's largely as a way of addressing major criminal investigations that often drained the resources of police agencies. The concept was essentially the same as that of the Major Crimes Task Force. However, as FIAT evolved over the years, the member agencies expanded the services available in an effort to continue to provide specialized services and manpower. Today, those services include accident reconstruction teams, a SWAT Team, training classes and instruction, major crimes investigations and manpower / equipment sharing availability.

The department's main focus in joining FIAT centers on the availability of the SWAT / Emergency Response Team. Since the Lombard Police Department does not have a SWAT Team, we are forced to rely on an outside agency if an unusual situation should arise. Unfortunately, this has the potential to lead to communication and command issues. As a member agency of FIAT, should the need arise for a SWAT Team, we would in essence be calling our own multi-agency team. We also maintain complete control over all emergency situations while working with the team.

There are two additional advantages to joining FIAT in terms of the SWAT Team. First, as a member agency, we would have the opportunity to place Lombard police officers on the team. This provides an additional specialty position within the police department that does not exist. Second, the FIAT SWAT officers also provide instruction to member agencies in the areas of building searches and active shooter scenarios. This is training that we would actively pursue for our sworn personnel.

The annual dues for membership in FIAT are \$2,000.00. I am proposing that our dues be paid out of our training budget. We were intending to provide training this year for our personnel in the area of building searches and active shooter scenarios. This most likely



would have resulted in the payment of fees to an outside instructor. Since we can now provide that training at no cost, there is a savings in the training budget. I also anticipate our dues being pro-rated this year since FIAT's fiscal year began in May.

In order to join FIAT, the Village Board of Trustees would have to approve the attached Intergovernmental Agreement. I would respectfully request that you place this matter on the Board's agenda as soon as possible. If you should have any questions, or I can provide additional information, please do not hesitate to ask.

cc: Dep. Chief Cuny  
Dep. Chief Rollins

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.

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William J. Mueller  
Village President

ATTEST:

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Barbara A. Johnson  
Acting Village Clerk

APPROVAL AS TO FORM:

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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

(2)

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,

(3)

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.



(4)

**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.

(5)

**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.

(6)

(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: \_\_\_\_\_, 2003

**ATTEST:**

\_\_\_\_\_  
Village Clerk