



DARIEN POLICE



KATHLEEN MOESLE WEAVER
Mayor

GREG THOMAS
Chief of Police

EDWARD RENTKA
Commander-Administrative Services

GERALD PICCOLI
Commander-Operations

1710 Plainfield Road
Darien, Illinois 60561-5044
Administration 630.971.3999
FAX 630.971.4326
Police Response 9-1-1
www.darien.il.us

POLICE COMMITTEE
January 15, 2018
6:00 P.M.
Police Department Training Room
1710 Plainfield Road

1. Call to Order
2. Public Comment and Communications
3. Approval of Meeting Minutes – August 21, 2017
4. Motion to Approve a Resolution to execute a successor Intergovernmental Police Service Assistance Agreement between the City of Darien and Felony Investigation Assistance Team (FIAT).
5. Review of Preliminary FYE2019 Police Department Budget.
6. Chief's Monthly Report
7. Next Meeting Date – February 19, 2018
8. Adjournment

**POLICE COMMITTEE
MEETING MINUTES
August 21, 2017**

Call to Order

The meeting was called to order at 6:00 p.m. in the police department training room. In attendance: Alderman Beilke, Alderman Marchese, City Administrator Vana, and Chief Thomas.

Public Comment and Communications

No public Comment and Communication.

Minutes

The minutes of the May 15, 2017, Police Committee meeting were unanimously approved.

Motion to Approve an Ordinance Authorizing the Disposal of Surplus Property

Staff recommended that the police committee declare requested items as surplus items and auctioned using an on-line auction service, Public Surplus, or disposed of accordingly. The motion was approved by Alderman Bielke and Marchese.

Consideration of a Resolution approving an Intergovernmental Agreement (IGA) between the City of Darien and the County of DuPage for the purpose of implementing a modern unified Police Reporting Management System (PRMS).

Staff requested the Committee consider a resolution approving an Intergovernmental Agreement (IGA) between the City of Darien and the County of DuPage for the purpose of implementing a modern unified Police Reporting Management System (PRMS). Chief Thomas explained that the Emergency Telephone System Board (ETSB) of DuPage County is in the process of implementing a Computer-Aided Dispatch (CAD) System throughout DuPage County to ensure the dispatch of an appropriate emergency response to telephone calls placed to 9-1-1. At the same time the ETSB procured a Police Report Management System (PRMS) for the use by police agencies within DuPage County. The CAD and PRMS currently in use throughout the County have reached, or are rapidly approaching, the end of their useful life. The replacement of the existing CAD and PRMS with modern technology adhering to national data standards is a key priority of the DuPage Justice Information System (DuJIS) Project. The costs associated with this IGA were analyzed. Chief also noted that Attorney City Attorney John B. Murphey reviewed the IGA and found no objections. The Police Committee unanimously approved the motion.

Chief's Monthly Report

Chief Thomas reviewed the highlights of his report with the committee.

Adjournment

The Committee Meeting was adjourned at 6:37 p.m.

Approved: _____
Date

Alderman: _____
Joseph Marchese

Chairman: _____
Sylvia McIvor

Alderman: _____
Tina Beilke

AGENDA MEMO
Police Committee
January 15, 2018

ISSUE STATEMENT

Consideration of a resolution approving a “Successor” Intergovernmental Police Service Assistance Agreement (IPSA) between the City of Darien and Felony Investigation Assistance Team (FIAT).

BACKGROUND/HISTORY

Over the last year, department staff 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 City of Darien joined FIAT in 1978 and last executed an IPSA with FIAT in 1998. 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 Exhibit A 1998 FIAT IPSA).

Based on IRMA’s analysis and review of recent court decisions, IRMA has recommended that the current FIAT IPSA with the City of Darien be replaced by a successor agreement that includes strengthened indemnification language that will protect not only FIAT, but also the member agencies (See Attachment 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.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to execute a “Successor” Intergovernmental Police Service Assistance Agreement between the City of Darien and Felony Investigation Assistance Team (FIAT).

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item is scheduled for consideration at the February 5th, 2018 City Council meeting.

INTERGOVERNMENT POLICE SERVICE ASSISTANCE AGREEMENT

This Agreement dated _____, is executed in counterparts by the Signatory Public Agencies to the Intergovernmental Police Service Assistance (“IPSA”) Agreement.

WHEREAS, the participating Public Agencies of the IPSA (“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.) provides 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 which creates 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 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”) 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 assigns the liability for the Participating Agencies’ personnel liabilities but the 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 that 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 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; and

Now, therefore, the undersigned Participating Agencies, do hereby enter into this Agreement with each and every other Participating Agency which signs a counterpart copy of this Agreement 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 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 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 this 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 Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

5. Non-Waiver of Immunities. No Participating Agency to this Agreement while performing under the terms of this Agreement shall be deemed to waive any governmental immunity or defense to which the Participating Agency would otherwise be entitled under statute or common law.
6. IPSA Effective. This Amendment is 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 Agency under this Amendment shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.
8. Application of Law and Venue. This 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 Agreement or the construction or interpretation of this 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.

RESOLUTION NO. _____

A RESOLUTION EXECUTING A “SUCCESSOR” INTERGOVERNMENT POLICE SERVICE ASSISTANCE AGREEMENT (“IPSA”)

WHEREAS, the Intergovernment Police Service Assistance Agreement (“IPSA”) 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”) intended to pool local law enforcement resources; and

WHEREAS, since July 6, 1998, the City of Darien has been a participant (“Participating Agency”) of the IPSA, and therefore a participant in FIAT;

WHEREAS, Participating Agencies declare that it is in the best interest of all Participating Agencies and provisional agencies to replace the IPSA to include certain provisions for the defense and indemnification of FIAT.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Darien, County of DuPage, State of Illinois, as follows:

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

SECTION 2: that the City Council hereby approves, and the Mayor is authorized to execute in counterparts, the "Successor" IPSA in substantially the form attached hereon as Exhibit A and incorporated herein.

SECTION 3: that the validity or invalidity of any section, part, provision, term, or phrase of this resolution shall not affect the validity or invalidity of the remainder hereof.

FURTHER, be it resolved that this resolution shall be entered upon the journals of the City Council of the City of Darien.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____ 2018.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____ 2018.

KATHLEEN WEAVER, Mayor

Attest:

JoAnne Ragona, Village Clerk

APPROVED AS TO FORM:

John Murphey, CITY ATTORNEY

Schedule of Exhibits

**EXHIBIT A: “SUCCESSOR” INTERGOVERNMENT POLICE SERVICE
ASSISTANCE AGREEMENT (“IPSA”)**

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. 0-12-98

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
"INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT"

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN

THIS 6th DAY OF July, 1998

Published in pamphlet form by
authority of the Mayor and City
Council of the City of Darien,
DuPage County, Illinois, this
7th day of July,
1998.

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT**

WHEREAS, Article VII, Section 10 of the Constitution 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 Mayor and City Council (the "Corporate Authorities") of the City of Darien (the "Unit of Local Government") have determined that it would be in the best interest of said Unit of Local Government to enter into agreements providing for mutual police assistance with other units of local government; and,

WHEREAS, the Corporate Authorities have considered the terms and conditions contained in a certain Intergovernmental Police Service Assistance Agreement, a true and correct copy of which is attached hereto as Exhibit "A" and is by this reference expressly incorporated herein; and

WHEREAS, said agreement, by its terms, provides that it shall become effective upon the passage and approval of ordinances authorizing its execution by four (4) units of local government located in whole or in part in DuPage County, Illinois.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Darien, DuPage County, Illinois, as follows:

SECTION ONE: That the Mayor and City Clerk be and the same are hereby authorized to execute and attest that certain

ORDINANCE NO. 0-12-98

Intergovernmental Police Service Assistance Agreement in the form attached hereto as Exhibit "A" and that said Clerk be further authorized to transmit a copy of this Ordinance, together with an executed agreement, to the Clerk of each participating unit of local government within thirty (30) days of the passage and approval of this Ordinance.

SECTION TWO: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION THREE: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of July, 1998.

AYES: 5 - Bazon, Durkin, Hagen, Marchese, Smith

NAYS: 0 - None

ABSENT: 2 - Biehl, Cotten

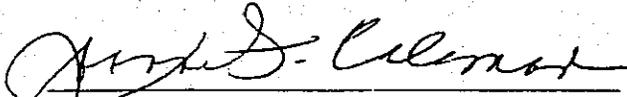
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of July, 1998.



CARMEN D. SOLDATO, MAYOR

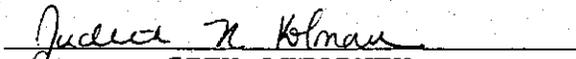
ORDINANCE NO. 0-12-98

ATTEST:



JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

ORD-FIAT.FRM

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

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,

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.

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.

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 of 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 with 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.

(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.

COUNTY OF DU PAGE

By:

Chairman

Dated: _____, 1998

ATTEST:

County Clerk

VILLAGE OF BOLINGBROOK

By:

President/Mayor

Dated: _____, 1998

ATTEST:

Village Clerk

VILLAGE OF BURR RIDGE

By:

President/Mayor

Dated: _____, 1998

ATTEST:

Village Clerk

VILLAGE OF CLARENDON HILLS

By:

President/Mayor

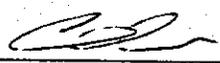
Dated: _____, 1998

ATTEST:

Village Clerk

CITY OF DARIEN

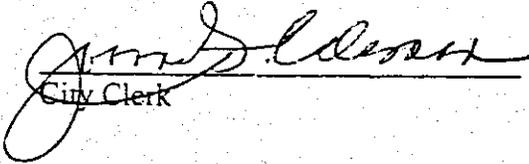
By:



Mayor

Dated: July 6, 1998

ATTEST:



City Clerk

VILLAGE OF DOWNERS GROVE

By:

President/Mayor

Dated: _____, 1998

ATTEST:

Village Clerk

