

RESOLUTION NO. 18-40

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING AN AMENDED MUTUAL AID AGREEMENT FOR THE NORTHERN ILLINOIS POLICE ALARM SYSTEM

WHEREAS, the Village of Villa Park (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by the unit of local government individually to be exercised and enjoyed jointly with any other local government or body in the State; and

WHEREAS, the Northern Illinois Police Alarm System ("*NIPAS*") is an intergovernmental organization established via an intergovernmental service and mutual aid agreement ("*NIPAS Agreement*") entered into by law enforcement agencies serving the northern Illinois and Chicagoland region ("*Participating Agencies*"); and

WHEREAS, through the NIPAS Agreement, the Participating Agencies have agreed to provide one another with mutual aid in the event of an emergency situation within the primary law enforcement jurisdiction of a Participating Agency that threatens or causes loss of life and property and exceeds the stand-alone physical and organizational capabilities of that Participating Agency; and

WHEREAS, on May 22, 2006, the President and Board of Trustees of the Village adopted Resolution Number 06-25 approving the NIPAS Agreement whereby the Village's Police Department became a Participating Agency in NIPAS subject to the terms and conditions of the NIPAS Agreement; and

WHEREAS, as NIPAS has now expanded to over 100 Participating Agencies, the needs of NIPAS have evolved and grown in complexity beyond the constraints of the NIPAS Agreement as it is currently constituted; and

WHEREAS, in order to adequately continue to meet those needs and serve its growing number of Participating Agencies, NIPAS has requested that its Participating Agencies agree to amend the NIPAS Agreement by entering into an amended NIPAS Agreement ("*Amended NIPAS Agreement*"); and

WHEREAS, the President and Board of Trustees of the Village has determined that it is in the best interests of the Village and its residents to enter into the Amended NIPAS Agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution.

SECTION 2: APPROVAL OF AMENDED NIPAS AGREEMENT. The Village Board of Trustees hereby approves the Amended NIPAS Agreement in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3: AUTHORIZATION TO EXECUTE AMENDED NIPAS AGREEMENT. The Village Board of Trustees hereby authorizes and directs the Village President and the Police Chief of the Police Department to execute and the Village Clerk to attest, on behalf of the Village, the Amended NIPAS Agreement approved in Section 2 of this Resolution.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 11th day of June, 2018.

APPROVED this 11th day of June, 2018.

AYES: 7
NAYS: 0
ABSENT: 0



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK





Northern Illinois Police Alarm System

Amended Mutual Aid Agreement and Plan

The undersigned Participating Law Enforcement Agencies agree pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

Section 1 Purpose of Amended Mutual Aid Agreement and Plan

This Amended Mutual Aid Agreement and Plan is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of individual law enforcement agencies to manage and respond to effectively in terms of manpower and equipment resources on hand at a given time. Each Participating Agency has and does express its intent to assist other Participating Agencies by assigning some of its manpower and equipment resources to a Stricken Agency as resources and situations allow. The specific intent of this Amended Mutual Aid Agreement and Plan is to permit each Participating Agency to more fully safeguard the lives, persons, and property of all citizens within its respective Primary Law Enforcement Jurisdiction.

Section 2 Definitions

For the purpose of this Amended Mutual Aid Agreement and Plan, the following terms are defined as follows:

Aiding Agency: A Participating Agency furnishing police equipment and manpower to a Stricken Agency.

Amended Mutual Aid Agreement and Plan: An amended Mutual Aid Agreement Plan which shall go into effect and supersede the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Amended NIPAS Bylaws: Amended NIPAS Bylaws, which shall go into effect and supersede the NIPAS Bylaws upon their adoption, pursuant to Article XV,

Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last of the following two events to occur: (i) the passage and approval of an ordinance or resolution approving participation in NIPAS and the Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of at least three-fourths of the Participating Agencies; and (ii) the execution of this Amended Mutual Aid Agreement and Plan by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies.

Emergency Situation: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

Mutual Aid: Response and assistance by the Aiding Agencies in the event of an Emergency Situation.

Mutual Aid Agreement and Plan: A definite and pre-arranged written agreement and plan whereby the provision of Mutual Aid is agreed upon in accordance with the Police Alarm Assignments as developed by the commanding officers of the Participating Agencies.

NIPAS Bylaws: Those bylaws establishing the NIPAS Board, as required pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan, and the rules by which the NIPAS Board shall operate adopted by the Participating Agencies on March 23, 1988, and subsequently amended by the Participating Agencies on March 21, 1991, April 17, 1992, May 11, 1994, May 20, 1998, and May 20, 2009.

NIPAS Board: The Board of Officers of NIPAS, the governing board of NIPAS, established pursuant to Section 3.G of the Original Mutual Aid Agreement and Plan.

Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois law enforcement agencies participating in the Original Mutual Aid Agreement and Plan and this Amended Mutual Aid Agreement and Plan.

Original Mutual Aid Agreement and Plan: That Mutual Aid Agreement and Plan pursuant to which NIPAS and the Participating Agencies operate and are governed, which shall be in effect until the Amended Mutual Aid Agreement and Plan goes into effect and supersedes the Original Mutual Aid Agreement and Plan pursuant to the procedures set forth in Section 5 of this Amended Mutual Aid Agreement and Plan.

Original Participating Agencies: Those Participating Agencies whose corporate authorities had approved participation in NIPAS and whose head of corporate authorities and commanding officers had executed the Original Mutual Aid Agreement and Plan prior to May 1, 2018.

Participating Agency: A law enforcement agency dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in NIPAS pursuant to the terms of this Amended Mutual Aid Agreement and Plan.

Police Alarm Assignments: A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency.

Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Agency is primarily responsible for performing Law Enforcement Services.

Specialized Teams: A subsidiary team of NIPAS established by the NIPAS Board, consisting of Participating Agencies electing to participate pursuant to a separate agreement, and dedicated to performing a specialized set of Law Enforcement Services for the sole benefit of the Participating Agencies electing to participate in the Specialized Team and not for the benefit of all of NIPAS or all of the Participating Agencies.

Stricken Agency: The Participating Agency that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Agency primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

Section 3

Amended Mutual Aid Agreement and Plan

The corporate authorities of each Participating Agency are authorized on behalf of that Participating Agency

to enter into and subsequently alter and amend, on the advice of the commanding officer of the Participating Agency, this Amended Mutual Aid Agreement and Plan as follows:

- A. Whenever an Emergency Situation is of such magnitude and consequence that it is deemed advisable by the senior officer present of the Stricken Agency, or his or her designee, to request Mutual Aid from the Aiding Agencies, the senior officer present of the Stricken Agency, or his or her designee, may do so in accordance with the following:
 1. Immediately determine what resources are required according to the Police Alarm Assignments.
 2. Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
 3. Dispatch immediately the personnel and equipment required to the Stricken Agency in accordance with the Police Alarm Assignments.
- B. The rendering of Mutual Aid under the terms of this Amended Mutual Aid Agreement and Plan 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 Agency to immediately notify the Stricken Agency of the circumstances that prevent the provision of Mutual Aid in response to the Emergency Situation.
- C. The senior officer present of the Stricken Agency, or his or her designee, shall assume full responsibility and command for operations at the scene. The senior officer present of the Stricken Agency, or his or her designee, will assign personnel and equipment, of the Aiding Agencies, to positions when and where he or she deems necessary.
- D. Requests for Mutual Aid under this Amended Mutual Aid Agreement and Plan will be initiated only in the event of an Emergency Situation in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency. Aiding Agencies will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Emergency Situation is resolved to the point which permits the Stricken Agency to satisfactorily handle it with its own resources or, as pursuant to subsection B above, when an Aiding Agency so decides.
- E. All Law Enforcement Services performed under this Amended Mutual Aid Agreement and Plan

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 Agency to the Stricken Agency. Indemnification of such costs shall be at the discretion of the corporate authorities of the Stricken Agency.

F. Each Participating Agency assumes the responsibility for members of its police force acting pursuant to this Amended Mutual Aid Agreement and Plan, both as to indemnification of said members of the Participating Agency's police force as provided for by 65 ILCS 5/1-4-6 in the case of municipal Participating Agencies or 55 ILCS 5/5-1002 in the case of county Participating Agencies, or any other Statute of the State of Illinois or law or bylaw of the Participating Agencies, as the case may be, and as to personal benefits to said members of the Participating Agency's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Agencies when those members of the Primary Agency's police force are acting solely within the Participating Agency's Primary Law Enforcement Jurisdiction.

G. Defense and Indemnification of NIPAS.

1. Defense. In the event that NIPAS 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 Stricken Agency shall be responsible, at its sole cost, for the defense of NIPAS in such lawsuit, claim or action.
2. Indemnification. To the extent permitted by law, the indemnification of NIPAS from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against NIPAS shall be shared equally between each Participating Agency named as a party to the lawsuit, claim or action.

H. Insurance Requirements. Each Participating Agency under the terms of this Amended Mutual Aid Agreement and Plan 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 Mutual Aid pursuant to this Amended Mutual Aid Agreement and Plan as follows:

1. 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.

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
4. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

I. The commanding officers of the Participating Agencies shall maintain a governing board, the NIPAS Board, and establish an operational plan for giving and receiving Mutual Aid under this Amended Mutual Aid Agreement and Plan. Said plan shall be reviewed, updated and tested at regular intervals.

J. Each Participating Agency agrees to pay dues or fees, as determined by the NIPAS Board in its sole and absolute discretion, in exchange for the Participating Agency's participation in NIPAS. Payments of such dues or fees, if any, are due at the commencement of participation in NIPAS and thereafter upon request from the NIPAS Board.

K. The NIPAS Board, from time to time as it sees fit, may establish Specialized Teams within NIPAS dedicated to performing specialized sets of Law Enforcement Services for the sole benefit of those Participating Agencies who elect to participate in each Specialized Team and may set forth the scope of services or mission, participation criteria, rules and regulations, and additional fees or dues for each Specialized Team at its discretion (collectively, "**Additional Requirements**"). Participating Agencies may elect to participate in these Specialized Teams in accordance with the Additional Requirements for each Specialized Team, as set forth by the NIPAS Board. The specialized benefits and additional Mutual Aid offered by each Specialized Team shall be available only to those Participating Agencies which have elected to: (i) participate in that particular Specialized Team; and (ii) comply with the Additional Requirements of that particular Specialized Team, as set forth by the NIPAS Board. Approval and Execution of this Amended Mutual Aid Agreement and Plan by the undersigned law enforcement agency only grant the undersigned law enforcement agency participation in NIPAS as a whole and access to the Mutual Aid from other Participating Agencies in the event of an Emergency Situation, as those terms are defined in Section 2 and pursuant to the terms set forth in this Amended Mutual Aid Agreement and Plan, and do not grant or guarantee to the undersigned law enforcement agency

participation in a Specialized Team or access to the specialized benefits and additional Mutual Aid offered by each Specialized Team.

Section 4 Termination

- A. Any Participating Agency may withdraw from participation in NIPAS and this Amended Mutual Aid Agreement and Plan by notifying the NIPAS Board in writing ("**Termination Notice**"), on or before December 31 of any calendar year, whereupon the participation of the withdrawing Participating Agency will terminate effective as of May 1 of the calendar year following the calendar year in which the Termination Notice is received by the NIPAS Board.
 - B. Any participating agency that fails to meet its obligations in accordance with this Amended Mutual Aid Agreement and Plan or with the NIPAS Bylaws may have its participation in NIPAS terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 8 of the Amended NIPAS Bylaws.
 - C. Any Participating Agency found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to NIPAS, may have its participation in NIPAS suspended or terminated by a two-thirds vote of the NIPAS Board pursuant to Article III, Section 9 of the Amended NIPAS Bylaws. Before any Participating Agency may be suspended or terminated from participation in NIPAS, the Participating Agency will be notified and shall have an opportunity to appear before the NIPAS Board.
3. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of at least three-fourths of the Original Participating Agencies;
 4. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the heads of the corporate authorities and the commanding officers of at least three-fourths of the Original Participating Agencies; and
 5. The adoption of the Amended NIPAS Bylaws, pursuant to Article XV, Section 1 of the NIPAS Bylaws, by a majority of the Original Participating Agencies present at the special meeting of the Original Participating Agencies called, pursuant to Article XI, Section 4 of the NIPAS Bylaws, at least 60 days after the last to occur of the two events listed in Section 5.A.3 and Section 5.A.4 of this Amended Mutual Aid Agreement and Plan.

Section 5 Adoption and Effect of Adoption

- A. If the undersigned law enforcement agency is an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect only upon the date of the last of the following events to occur ("**Original Participating Agency Effective Date**"):
 1. The passage and approval of an ordinance or resolution approving participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in the manner provided by law, by the corporate authorities of the undersigned Original Participating Agency ("**Approval**");
 2. The execution of this Amended Mutual Aid Agreement and Plan by the head of the corporate authorities and the commanding officer of the undersigned Original Participating Agency ("**Execution**");

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.A of this Amended Mutual Aid Agreement and Plan, then, as of the Original Participating Agency Effective Date: (i) the undersigned Original Participating Agency shall remain a Participating Agency in NIPAS and, if the undersigned Original Participating Agency has elected to participate in a Specialized Team or Specialized Teams, the participation of the undersigned Original Participating Agency in its respective Specialized Team or Specialized Teams shall continue; (ii) the Original Mutual Aid Agreement and Plan shall be terminated; (iii) this Amended Mutual Aid Agreement and Plan and the provisions contained herein shall supersede and control over the Original Mutual Aid Agreement and Plan and any provision contained therein; (iv) the NIPAS Bylaws shall no longer govern NIPAS; and (v) the Amended NIPAS Bylaws and the provisions contained therein shall govern NIPAS and supersede and control over the NIPAS Bylaws and any provision contained therein.

The participation in NIPAS, and in any Specialized Team, of any Original Participating Agency that fails to complete the Approval and Execution of this Amended Mutual Aid Agreement and Plan in accordance with this Section 5.A on or before the day before the Original Participating Agency Effective Date will be terminated as of the day after the Original Participating Agency Effective Date. Any Original Participating Agency who has its participation in NIPAS terminated may seek participation in NIPAS again at any time in accordance with the procedures set forth in Section 5.B of this Amended Mutual Aid Agreement and Plan.

B. If the undersigned law enforcement agency is not an Original Participating Agency, this Amended Mutual Aid Agreement and Plan shall be in full force and in effect with respect to the undersigned law enforcement agency upon the date of the last of the following events to occur ("**New Participating Agency Effective Date**"):

1. The Approval of participation in NIPAS and this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.1 of this Amended Mutual Aid Agreement, by the corporate authorities of the undersigned law enforcement agency;
2. The Execution of this Amended Mutual Aid Agreement and Plan, in accordance with the procedures set forth in Section 5.A.2 of this Amended Mutual Aid Agreement, by the head of the corporate authorities and the commanding officer of the undersigned law enforcement agency; and
3. The approval by the NIPAS Board of the undersigned law enforcement agency as a Participating Agency in NIPAS pursuant to Article III of the Amended NIPAS Bylaws.

If this Amended Mutual Aid Agreement and Plan is brought into full force and effect pursuant to this Section 5.B of this Amended Mutual Aid Agreement and Plan, then, as of the New Participating Agency Effective Date: (i) this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in NIPAS; and (ii) any previous agreement or bylaws related to NIPAS to which the

undersigned law enforcement agency is a party shall be superseded by this Amended Mutual Aid Agreement and Plan and provisions contained herein and the Amended NIPAS Bylaws and provisions contained therein.

Section 6 General Provisions

- A. Non-Waiver of Immunities. No Participating Agency to this Amended Mutual Aid Agreement and Plan while performing under the terms of this Amended Mutual Aid Agreement and Plan shall be deemed to waive any governmental immunity or defense to which the Participating Agency would otherwise be entitled under statute or common law.
- B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Agency under this Amended Mutual Aid Agreement and Plan 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.
- C. Application of Law and Venue. This Amended Mutual Aid Agreement and Plan 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 Amended Mutual Aid Agreement and Plan or the construction or interpretation of this Amended Mutual Aid Agreement and Plan shall be in a state court in the County of Cook, Illinois.

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



Villa Park Police
Name of Law Enforcement Agency

Albert Butthaus
Head of Corporate Authorities

[Signature]
Commanding Officer of Law Enforcement Agency

ATTEST:

[Signature] Clerk 6-11-18 Date