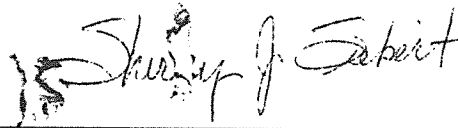


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Shirley J. Siebert, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-18-04 **A RESOLUTION SEEKING TO APPROVE A SUCCESSOR INTERGOVERNMENT POLICE SERVICE AGREEMENT FOR THE FELONY INVESTIGATION ASSISTANCE TEAM (FIAT)**

To The City Of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto Subscribed my name and affixed the seal of the City of Wood Dale, this 1ST day of February, 2018.



---

Shirley J. Siebert, City Clerk  
City of Wood Dale  
DuPage County, Illinois

SEAL



Resolution #R-18-04

**A RESOLUTION SEEKING TO APPROVE A SUCCESSOR  
INTERGOVERNMENT POLICE SERVICE AGREEMENT FOR THE FELONY  
INVESTIGATION ASSISTANCE TEAM (FIAT)**

Passed: February 1, 2018  
Published in Pamphlet Form: February 1, 2018

I, Shirley Siebert, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-18-04

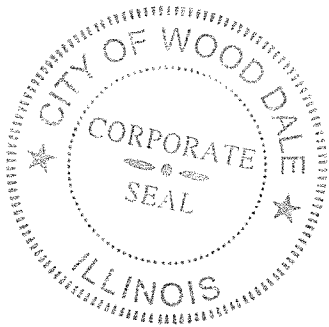
**A RESOLUTION SEEKING TO APPROVE A SUCCESSOR  
INTERGOVERNMENT POLICE SERVICE AGREEMENT FOR THE FELONY  
INVESTIGATION ASSISTANCE TEAM (FIAT)**

Passed and approved by the City Council of the City of Wood Dale on February 1, 2018  
and hereby published in pamphlet on February 1, 2018

/s/ Shirley J Siebert

Shirley J. Siebert, City Clerk

SEAL



**RESOLUTION NO. R-18-04**

**A RESOLUTION SEEKING TO APPROVE A SUCCESSOR INTERGOVERNMENT  
POLICE SERVICE AGREEMENT FOR THE FELONY INVESTIGATION ASSISTANCE  
TEAM (FIAT)**

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**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 November 6<sup>th</sup>, 2003, the City of Wood Dale 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 CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this day 1<sup>st</sup> of February, 2018

AYES: Aldermen Catalano, JAKAB, Messina, Sorrentino, Susmarski, and woods.

NAYS: None

ABSENT: Aldermen R. Wesley ? E. Wesley

APPROVED this 1<sup>st</sup> day of February, 2018

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Anemula Melone, Deputy Clerk for Shirley Sieber  
Shirley J. Siebert, City Clerk City Clerk

## INTERGOVERNMENT POLICE SERVICE ASSISTANCE AGREEMENT

This Agreement dated 2/1/2018, 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year above written.

CITY OF WOOD DALE

By:

Annunziato Pulice

Annunziato Pulice  
Mayor

2/1/18

Date

Attest:

Shirley Siebert

Shirley Siebert  
City Clerk

2/1/18

Date

FELONY INVESTIGATION ASSISTANCE TEAM

By:

John W. Anderson

Chairman of the Board

2/8/2018

Date

By:

\_\_\_\_\_  
Vice Chairman of the Board

\_\_\_\_\_  
Date