

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 21, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Approval of Intergovernmental Agreement for NIPAS Mobile Field Force	✓ Resolution Ordinance Motion Discussion Only	Robert Porter Chief of Police

SYNOPSIS

An ordinance has been prepared authorizing the approval of an intergovernmental agreement between the Village of Downers Grove and the Northern Illinois Police Alarm System (NIPAS), to become a member of NIPAS and to participate in a mutual aid mobile field force. Under this agreement, the Village of Downers Grove will allow one police officer to serve on the NIPAS Mobile Field Force and the Village will receive mutual aid assistance during the course of any public disturbance or public disorder.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Exceptional Municipal Services*.

FISCAL IMPACT

The cost to become a member of Northern Illinois Police Alarm System (NIPAS) is \$1,205.00 annually. Under the terms of this agreement, the Village of Downers Grove will incur the one time cost to equip the officer who participates in the NIPAS Mobile Field Force. The cost to equip one officer is approximately \$1,200.00.

Cost to the Village

Item	Cost
Annual Membership Fee	\$1,205
Approximate Equipment Cost	\$1,200
	\$2,405

All equipment purchased by the Village will remain property of the Village of Downers Grove if this agreement is terminated by either party in the future. This item is a non-budgeted item. Funding for this agreement will be taken from the asset forfeiture fund.

UPDATE & RECOMMENDATION

This item was discussed at the February 14, 2012 Village Council meeting. Staff recommends approval on the February 21, 2012 Active Agenda.

BACKGROUND

The NIPAS Mobile Field Force was created in 1994 to maximize the effectiveness of initial response efforts by police when a major civil disturbance occurs, as large or disorderly crowds require skillful

response by police agencies. The Mobile Field Force follows the principles of NIPAS: agencies pooling their resources to provide the best service possible for their communities, the retention of local control, and cost savings through the sharing of specialized equipment. The Mobile Field Force program is designed to provide rapid, organized, and disciplined response to civil disorder, crowd control, or other tactical situations.

The NIPAS Mobile Field Force provides its member agencies with a planned, organized, and rapid response to:

- control unruly crowds (either hostile or passive);
- seal off problem areas, regardless of size;
- rescue citizens or officers from crowds;
- clear an area of hostile individuals by use of proactive tactics; and
- apprehend multiple offenders, if required.

The team provides professional, efficient, and cost effective response for its member agencies. The Executive Board of the DuPage County Chief's of Police Association has recommended to their membership that they become a member of the NIPAS Mobile Field Force. Staff recommends approval of this Intergovernmental Agreement.

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Police Chief **DATE:** February 21, 2012
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt “AN ORDINANCE AUTHORIZING MEMBERSHIP IN THE NORTHERN ILLINOIS POLICE ALARM SYSTEM ORGANIZATION”, as presented.

SUMMARY OF ITEM:

Adoption of this ordinance shall authorize the Village’s participation in Northern Illinois Police Alarm System (N.I.P.A.S.).

RECORD OF ACTION TAKEN:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING MEMBERSHIP IN THE
NORTHERN ILLINOIS POLICE ALARM SYSTEM ORGANIZATION**

WHEREAS, more than twenty (20) suburban communities have formed an organization known as Northern Illinois Police Alarm System (N.I.P.A.S.); 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 Mayor and Village Council of the Village of Downers Grove, after due investigation, have determined that membership in said organization will benefit the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, in DuPage County, Illinois, as follows:

SECTION 1. That the Village Manager, Village Clerk and Chief of Police be and are hereby authorized to execute an Agreement for Membership in the Northern Illinois Police Alarm System organization, a copy of said Agreement being attached hereto and being made a part hereof.

SECTION 2. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

Mayor

Passed:

Published:

Attest: _____

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:

Name of Municipality

President/Mayor

Chief of Police

ATTEST:

Clerk

Date