

AN AMENDMENT TO AN INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE AGREEMENT

This Amendment to an Intergovernmental Police Service Assistant Agreement dated 3/1/2018 2018, is executed in counterparts by the signatory Public Agencies to the Intergovernmental Police Service Assistance Agreement, and the Felony Investigative Assistance Team Board.

WHEREAS, the participating public agencies participating in the IPSA Agreement ("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.) provide 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 known as 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 Agreement 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"), which is 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 of the IPSA Agreement assigns the liability for the Participating Agencies' personnel liabilities, but the IPSA 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 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 IPSA 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.

Now, therefore, the undersigned Participating Agencies do hereby enter into this Amendment to the IPSA Agreement with each and every other Participating Agency which signs a counterpart copy of this Amendment 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 (as defined in the IPSA Agreement) 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 Amendment to the IPSA 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 the IPSA 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

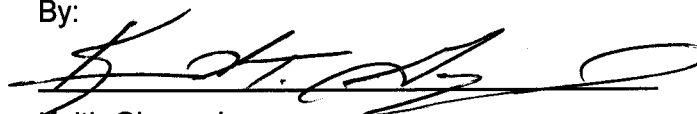
Each of the Participating Agencies shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

5. Non-Waiver of Immunities. None of the Participating Agencies to the IPSA Agreement, while performing under the terms of the IPSA Agreement, shall be deemed to waive any governmental immunity or defense to which the Participating Agencies would otherwise be entitled under statute or common law.
6. IPSA Effective. This Amendment shall be 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 Agencies under this Amendment shall remain continuing obligations and responsibilities of such Participating Agencies. Nothing contained herein shall be deemed to affect other mutual aid agreements that any of the Participating Agencies may have executed.
8. Application of Law and Venue. This Amendment and the IPSA 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 Amendment and the IPSA Agreement, or the construction or interpretation of this Amendment and the IPSA 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.
10. That to the extent not amended by this Amendment, the terms, provisions and conditions of the IPSA Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year above written, which shall be the last date set forth below.

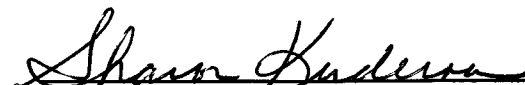
VILLAGE OF LOMBARD

By:


Keith Giagnorio
Village President

March 1, 2018
Date

Attest:


Sharon Kuderna
Village Clerk

March 1, 2018
Date

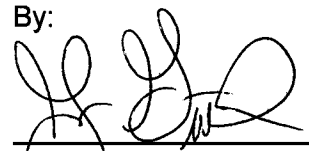
FELONY INVESTIGATION ASSISTANCE TEAM

By:


Chairman of the Board

3/7/2018
Date

By:


Vice Chairman of the Board

11/7/18
Date