

# **Kendall County Cooperative Police Assistance Team INTERAGENCY AGREEMENT**

The undersigned public agencies, charged with the duty of enforcing the law and protecting their citizens from illegal activity including the trafficking of narcotics, guns, and humans, and recognizing that the jurisdiction and authority to each is limited and that such limitations are detrimental in combating crime within the designated counties and among the major municipalities within said counties, and recognizing that the most effective means to accomplish that duty is through the pooling of their resources and the joint exercise of their respective authorities; each of them does now enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to the public safety.

In consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto, the undersigned parties agree to the following:

## **I. PARTIES**

The parties to this agreement are: Illinois State Police, Oswego Police Department, Yorkville Police Department, Montgomery Police Department, Plano Police Department, Sandwich Police Department, Kendall County Sheriff's Office, Aurora Police Department, and Kendall County State's Attorney's Office.

## **II. AUTHORITY**

Parties hereby enter into this Agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1).

## **III. ORGANIZATION**

### **A. Governing Board**

The Kendall County Cooperative Police Assistance Team Governing Board shall be composed of an ISP Commander, or designee, an elected public official, or his designee, and the Chief Law Enforcement Office, or his designee, from all participating local units of government. The Governing Board shall supervise and oversee the operations of the Kendall County Cooperative Police Assistance Team.

### **B. Task Force Commander**

Task Force Commander will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Zone Commander.

#### **IV. PURPOSE**

The purpose of this agreement is to create a multi-jurisdictional authority to be known as the Kendall County Cooperative Police Assistance Team, hereinafter referred to as the Task Force. The Agreement will set forth the rules, policies, and understanding between the departments. The Task Force will direct its primary enforcement efforts in the following areas:

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities with specific emphasis on trafficking of drugs, guns, and humans;
- B. Development of intelligence data regarding criminal activity in the area;
- C. Assist local agencies with case development for those investigations that are beyond capabilities of the requesting agency and/or those investigations that indicate a mid-level drug conspiracy or higher;
- D. Dissemination of intelligence activities to the appropriate federal, state, and local law enforcement agencies;
- E. Establishment of liaison with the State's Attorney's Offices and the United States Attorney's Office for legal advice and encouragement of vigorous prosecution of developed cases.

#### **V. DURATION**

This agreement will be effective upon its execution by all the signed parties and will supersede any and all previous agreements. This agreement will be reviewed every year and renewed every two years or as otherwise needed.

#### **VI. DUTIES OF THE ILLINOIS STATE POLICE**

ISP agrees to supply the following facilities, equipment and services to be utilized in support of Task Force activities:

- A. Facilities to house the Task Force operations; Any offsite work location utilized will be at the discretion of the unit Commander and the Governing Board and shall be the responsibility of said unit.

- B. Training in proactive enforcement techniques and covert investigative methods as well as continuing training as outlined in the Onboarding agreement.
- C. Specialized equipment and/or communications devices; Subject to availability
- D. Appointment of Task Force officers as “Inspectors” of the Illinois State Police and the issuance of credentials pursuant to the authority in 20 ILCS 2620/4.
- E. Facilities for storage of evidence obtained during Task Force investigations and resources to dispose of said evidence upon authority of the appropriate prosecuting authority and/or within the guidelines as established by the Illinois State Police policy.
- F. Provide personnel in the rank of Lieutenant or Captain to serve as a voting board member to the Task Force. The Chairman of the Governing Board is to be determined by the unit’s policy.

Any credentials, equipment and components assigned or issued by the Task Force or ISP to any officer or participant must be surrendered to the ISP upon termination of the officer’s affiliation with the Task Force.

## **VII. OPERATIONAL PROCEDURES**

The parties agree that the following operations duties/assignments shall prevail throughout the duration of the Agreement:

A. Task Force Commander:

- 1. Will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Zone Commander.
- 2. Be responsible for the overall direction and supervision of the assigned work force.
- 3. Will devise, implement, arrange and administer training for personnel assigned to the Task Force.
- 4. Will review the use and documentation of Official Advance Funds to ensure it is used in accordance with ISP policy.

5. Be responsible for the submission of grant proposals and monetary requests to the Illinois Criminal Justice Information Authority or other entities offering potential funding opportunities.
6. Be responsible for oversight of the Task Force asset forfeiture program in accordance with ISP Policy, as well as the approval of all expenditures of Task Force funds acquired through State and Federal asset forfeitures and court fines and fees.
7. Be responsible for reviewing and approving investigative documents in accordance with ISP report writing practices and directives;

**B. Task Force Supervisor**

1. Will act under the direction of the Task Force Commander; TF Supervisor will hold the rank of ISP Sergeant or Master Sergeant.
2. Will be responsible for the daily operations of their assigned squad and the direct supervision of the assigned work force.
3. Develop, implement, and arrange/administer training for personnel assigned to their supervision.
4. Review, analyze, document and approve use of official advance funds in accordance with ISP reporting practices and directives.
5. Be responsible for overtime approval and assuring accurate procedures are being followed by Task Force officers.
6. Is responsible for apprising the Task Force Commander of the unit's operations and assist in the formulation of activity reports.
7. Be responsible for other duties as prescribed by the Task Force Commander.

**C. Task Force Members**

1. If personnel are assigned, officers will be of full-time status from the ISP or local agencies. Such officers shall, prior to appointment, pass an ISP background investigation. The officer shall not be subject to any current or pending disciplinary actions.
2. The Inspector will enter into an onboarding agreement with the Task Force which will outline the expectations during the time as a Task Force member. The officer will adhere to all aspects of the agreement during their time on the Task Force.

3. Will adhere to all laws of the State of Illinois and the United States of America.
4. Will comply with their respective agency's policies and procedures as they apply to personnel issues, i.e. salary, overtime, vacation, holiday, sick time, and authorized weapons.
5. Will agree to participate in the ISP random drug testing Policy and to submit to an ISP sanctioned drug test upon request.

## **VIII. OTHER OPERATIONAL CONSIDERATIONS**

- A. ISP report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Task Force.
- B. All investigations should be deconflicted through the Illinois Statewide Terrorism and Intelligence Center.
- C. The ISP Confidential Source, Official Advance Funds, and Evidence Handling policies will govern Task Force operations.
- D. A copy of the directives expected to be followed will be given to the Task Force officer with their onboarding information.

## **IX. MISCONDUCT**

- A. Misconduct by officers of the Task Force shall include the following:
  1. Commission of a criminal offense;
  2. Neglect of duties;
  3. Violation of Task Force policies and/or rules of procedures;
  4. Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.
- B. Upon receipt of a complaint from a law enforcement agency, a states attorney's office, or any other credible source alleging misconduct by a Task Force officer, the following procedures will be initiated:
  1. The Task Force commander shall conduct a preliminary review of the allegations to verify the complaint and to determine the nature, scope, and need to conduct a follow up investigation;

2. In the event the allegations appear to be credible, the Task Force Commander will notify the Zone Commander and the chief executive of the officer's parent agency;
3. If the complaint is of a non-criminal nature, the Task Force Commander and chief executive of the Inspector's parent agency will determine who will conduct the investigation. If the complaint is verified, the parent agency will implement disciplinary action as deemed necessary;
4. If the complaint is of a criminal nature, the Task Force Commander and agency head shall require a criminal investigation be conducted by the ISP Division of Internal Investigation. The investigation will be forwarded to the respective States Attorney's office for decision on prosecution.

## **X. REPORTING**

- A. The Task Force Commander will notify the respective departments if requested by parent agency, of any time earned or used by the officer during each payroll period;
- B. The Task Force Commander will immediately notify the respective departments if there are any issues concerning the assigned Inspector;
- C. The Task Force Commander will evaluate officers on a yearly basis; the evaluation tool will be determined by the Task Force Commander in agreement with the parent agency and retained as part of the Inspector's personnel file. The Inspector will stay on the unit if both parties agree the Inspector is performing their duties to the best of their ability and is proactively seeking new investigations, making arrests, and effectively impacting the community. If the Task Force Commander and parent agency determine the Inspector is no longer effective in the unit, the Inspector will be removed and reassigned as the parent agency sees fit;
- D. The Task Force Commander will present statistics for investigations, arrests, seizures and search warrants for the assigned Inspector at each board meeting, which will convene at least quarterly or as needed as directed by the unit Governing Board.
- E. The Task Force Commander will submit statistics, table of organizations, budgets, and any additional information requested by the ISP immediately upon request.
- F. The Task Force will comply with requests for records maintained by the Task Force in accordance with applicable ISP Policy.

## **XI. LIABILITY**

- A. The ISP and/or the State of Illinois shall provide representation and indemnification to the extent permitted by law to Task Force Inspectors in the event that any civil proceeding is commenced against such Task Force officer alleging the deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of task force activities provided that such actions were not the result of the officers intentional, willful, or wanton misconduct;
- B. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act (820 ILCS 305/1) for personal injuries occurring to its officers while engaged in Task Force activities.

## **XII. TERMINATION/MODIFICATION OF AGREEMENT**

- A. Any party may withdraw from this agreement 90 days after providing written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.
- B. The Task Force Governing Board may disband the operation of this Task Force at any time by a majority vote where upon this agreement will be terminated. All Task Force property obtained through grants from the Illinois Criminal Justice Information Authority shall be disposed of consistent with current property management or disposition guidelines issued by the Authority's Office of Federal Assistance Programs.
- C. At the time of termination, the active participating agencies will vote on the disbursement of the non-grant Task Force assets and forfeited assets.

## **XIII. REVIEW AND ACCEPTANCE VERIFICATION**

I certify that I am the Chief Executive Officer for my agency or that I have the authority to represent said agency in the execution of the herein Interagency Agreement. I further certify that I have reviewed and accept the terms and conditions of said Interagency Agreement.

Name: \_\_\_\_\_

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