

Joliet Metropolitan Area Narcotics Squad

INTERGOVERNMENTAL 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, agree to pool and integrate law enforcement resources. The Parties recognize that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime within the designated counties and among the major municipalities within said counties. The parties further recognize that the most effective means to accomplish that duty is through the pooling of resources and joint exercise of respective authorities. Each Party enters into this Intergovernmental Agreement to provide 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 agree to the following:

I. PARTIES

The parties to this agreement are: Bolingbrook Police Department, Crest Hill Police Department, Grundy County Sheriff's Office, Illinois State Police, Joliet Police Department, Lemont Police Department, Monee Police Department, Plainfield Police Department, Romeoville Police Department, Shorewood Police Department, and Will County Sheriff's Office

II. AUTHORITY

The Parties hereby enter into this Agreement pursuant to Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1) *et seq.*, and the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/1 *et seq.*, (the "Act").

III. PURPOSE

The purpose of this agreement is to create a multi-jurisdictional authority to be known as Joliet Metropolitan Area Narcotics Squad (JMANS), hereinafter referred to as the Metropolitan Enforcement Group. The Agreement will set forth the rules, policies, and understanding between the departments. The Metropolitan Enforcement Group 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.
- F. Limit its operations to enforcement of drug laws; enforcement of Sections 10-9, 24-1, 24-1.1, 24-1.2, 24-1.2-5, 24-1.5, 24-1.7, 24-1.8, 24-2.1, 24-2.2, 24-3, 24-3.1, 24-3.2, 24-3.3, 24-3.4, 24-3.5, 24-3.7, 24-3.8, 24-3.9, 24-3A, 24-3B, 24-4, and 24-5 of the Criminal Code of 2012; Sections 2, 3, 6.1, 14 of the Firearm Owners Identification Card Act; and the investigation of street gang related offenses.

IV. ORGANIZATION

A. Policy Board

The Parties agree that a Policy Board shall be established to ensure effective use of personnel in the enforcement of laws concerning drugs, trafficking in persons, involuntary servitude, Firearm Owners Identification Card Act, the investigation of street gang related offenses. The MEG Policy Board shall be composed of an elected official, or his designee, and the Chief Law Enforcement Officer, or his designee, from each participating unit of local government to oversee the operations of the MEG and make such reports to the Director of the State Police as that Department may require.

B. Operating Director

The Policy Board shall designate by majority vote, an Operating Director, who shall be responsible for the daily operation of the MEG. The Operating Director shall report and be accountable to the Director of ISP and the Policy Board.

C. Chairman and Fiscal Officer

The Policy Board shall designate by majority vote, a Chairman, and a Fiscal Officer. The Fiscal Officer shall be the sole Fiscal Officer for the MEG, who shall receive and disburse grant funds for the MEG, but at no time shall s/he consider the contribution of manpower or personnel from the Illinois State Police as a basis for the 50 percent matching grant from the state for the total operating budget from JMANS. The Director of the Illinois State Police shall monitor JMANS and determine its eligibility to receive State funding.

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 and renewed on a yearly basis to coincide with fiscal year July 1 through June 30 the following year.

VI. DUTIES OF THE ILLINOIS STATE POLICE

- A. Monitor the operations of the MEG and determine the MEG's eligibility to receive State grants under the Act;
- B. Coordinate the operations of all MEG units and establish reasonable rules and regulations;
- C. Conduct investigations the Director deems necessary to carry out its duties under the Act;
- D. Provide training in proactive enforcement techniques and covert investigative methods as well as continuing training as outlined in the Onboarding agreement;
- E. Provide specialized equipment and/or communications devices; Subject to availability.
- F. May provide facilities for storage of evidence obtained during MEG 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;
- G. Appoint Metropolitan Enforcement Group officers as "Inspectors" of the Illinois State Police and the issuance of credentials pursuant to the authority in 20 ILCS 2620/4;

Any credentials, equipment and components assigned or issued by ISP to any officer must be surrendered to the ISP upon termination of the officer's affiliation with the Metropolitan Enforcement Group.

VII. DUTIES OF THE MEG POLICY BOARD

- A. Oversee the operations of the MEG and make such reports to the ISP as the Director may require;
- B. Designate a single appropriate elected official of a participating unit of local government to act as the financial officer of the MEG for all participating units of local government and to receive funds for the operation of the MEG.

C. Designate a Metropolitan Enforcement Group Operating Director who will:

1. Be responsible for the overall direction and supervision of the assigned work force;
2. Devise, implement, arrange and administer training for personnel assigned to the Metropolitan Enforcement Group;
3. Be responsible for the submission of grant proposals and monetary requests to the Illinois Criminal Justice Information Authority;
4. Be responsible for oversight of the Metropolitan Enforcement Group asset forfeiture program in accordance with ISP policy, as well as the approval of all expenditures of Metropolitan Enforcement Group funds acquired through State and Federal asset forfeitures and court fines and fees;

D. Designate a Metropolitan Enforcement Group Supervisor who will:

1. Act under the direction of the Metropolitan Enforcement Group Operating Director;
2. 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 Metropolitan Enforcement Group officers;
6. Be responsible for apprising the Metropolitan Enforcement Group \ Director of the unit's operations and assist in the formulation of activity reports;
7. Be responsible for other duties as prescribed by the Metropolitan Enforcement Group Director.

VIII. OTHER OPERATIONAL CONSIDERATIONS

A. Metropolitan Enforcement Group Members

1. If personnel are assigned, officers will be of full-time status from the ISP or local law enforcement 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 officer will enter into an onboarding agreement with the Metropolitan Enforcement Group which will outline the expectations during the time as a Metropolitan Enforcement Group member. The officer will adhere to all aspects of the agreement during their time on the Metropolitan Enforcement Group;
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, and sick time, authorized weapons and vehicle usage;
5. Will agree to participate in the ISP random drug testing policy and to submit to an ISP sanctioned drug test upon request.
6. Report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Metropolitan Enforcement Group.
7. All investigations should be deconflicted through the Illinois Statewide Terrorism and Intelligence Center.
8. The ISP Official Advance Funds policies will govern Metropolitan Enforcement Group operations if units chose to utilized Official Advanced Funds provided by ISP.
9. A copy of the directives expected to be followed will be given to the Metropolitan Enforcement Group officer with their onboarding information.

IX. MISCONDUCT

- A. Misconduct by officers of the Metropolitan Enforcement Group shall include the following:
1. Commission of a criminal offense;
 2. Neglect of duties;
 3. Violation of Metropolitan Enforcement Group 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 Metropolitan Enforcement Group officer, the following procedures will be initiated:
1. The Metropolitan Enforcement Group Director 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 Metropolitan Enforcement Group Director 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 Metropolitan Enforcement Group Director and chief executive of the officer'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 Metropolitan Enforcement Group Director 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 Metropolitan Enforcement Group Director will immediately notify the respective departments if there are any issues concerning the assigned officer;
- B. The Metropolitan Enforcement Group Director shall evaluate officers on a yearly basis; the evaluation tool will be determined by the Metropolitan Enforcement Group Director in agreement with the parent agency and retained as part of the Inspector's personnel file. The officer will stay on the unit if both parties agree the officer 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 MEG Director and parent agency determine the officer is no longer effective in the unit, the officer will be removed and reassigned as the parent agency sees fit;
- C. The Metropolitan Enforcement Group Director will present statistics for investigations, arrests, seizures and search warrants for the assigned officer at each board meeting, which will convene at least quarterly or as directed by the unit board of Directors.
- D. The Metropolitan Enforcement Group Director will submit statistics, table of organizations, budgets, and any additional information requested by the ISP immediately upon request.

XI. LIABILITY

- A. The ISP and/or the State of Illinois shall provide representation and indemnification to the extent permitted by law to Metropolitan Enforcement Group officers in the event that any civil proceeding is commenced against such Metropolitan Enforcement Group officer alleging the deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of Metropolitan Enforcement Group activities provided that such actions were not the result of the officers intentional, willful, or wanton misconduct;
- B. Each Metropolitan Enforcement Group unit shall also maintain a policy of insurance to cover any civil proceedings commenced against such Metropolitan Enforcement Group for instances of a conflict of interest or acts or omissions occurring outside the scope of Metropolitan Enforcement Group activities, including but not limited to the result of officers intentional, willful, or wanton misconduct;
- C. 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 Metropolitan Enforcement Group activities.

XII. TERMINATION/MODIFICATION OF AGREEMENT

- A. Any party may withdraw from this agreement 30 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 Metropolitan Enforcement Group policy board may disband the operation of this Metropolitan Enforcement Group at any time by a majority vote where upon this agreement will be terminated. All Metropolitan Enforcement Group 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 either the Authority’s Office of Federal Assistance Programs or the Illinois Criminal Justice Information Authority.

- C. At the time of termination, the active participating agencies will vote on the disbursement of the non-grant Metropolitan Enforcement Group assets and forfeited assets.

XII. 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.

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Signature: _____
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