

**INTERAGENCY AGREEMENT
BETWEEN THE ILLINOIS STATE POLICE AND
THE VILLAGE OF ORLAND PARK POLICE DEPARTMENT**

WHEREAS, the ILLINOIS STATE POLICE is required to establish and operate a forensic science laboratory system as well as establish and coordinate a system for providing accurate and expedited forensic science and laboratory services to local law enforcement agencies and local State's Attorneys. [20 ILCS 2605/2605-40]; and

WHEREAS, the VILLAGE OF ORLAND PARK POLICE DEPARTMENT is a local law enforcement agency which utilizes the reconstruction services provided by the Illinois State Police, Scene and Evidence Services Command and supports the use of these services by other law enforcement agencies in the surrounding area; and

WHEREAS, the VILLAGE OF ORLAND PARK POLICE DEPARTMENT has available an appropriate office and working space which can be used to further the aforementioned goal of advancing reconstruction services in a productive and mutually beneficial manner; and

WHEREAS, the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act [5 ILCS 220/et seq.] permit and encourage intergovernmental and interagency cooperation.

NOW, THEREFORE, the ILLINOIS STATE POLICE and VILLAGE OF ORLAND PARK POLICE DEPARTMENT agree as follows:

ARTICLE I: DEFINITIONS

- A. **"Village"** means the Village of ORLAND PARK, Illinois, a municipal corporation, through its police department, which is primarily responsible for prevention or detection of crime and the enforcement of the criminal code, traffic, or highway laws of this State or any political subdivision of this State [50 ILCS 705/et seq.].
- B. **"State"** means the Illinois State Police, Division of Forensic Services, Scene and Evidence Services Command [20 ILCS 2605/2605-40].

ARTICLE II: SERVICES, COSTS, AND FINANCIAL AGREEMENTS

- A. The Village agrees to provide the State with a satellite office at 15100 South Ravinia Avenue in ORLAND PARK, Illinois. The satellite office will consist of furnished office space for use by up to two Traffic Crash Reconstruction Officer's (TCRO's) assigned to the Scene and Evidence Services Command. The Village will provide internet and

telephone access in the office space as well as access to a copier/scanner/facsimile machine. The Village shall also provide adjacent parking for the TCRO.

- B. The State agrees to assign a full-time TCRO to this satellite office. The satellite office will be the TCRO's primary work location. The State will provide the TCRO with all computers, cellular telephones, reconstruction equipment, reconstruction commodities, and office supplies.
- C. The above described services will be provided at no cost by the Village and State, respectively. The provision of these services creates no financial agreements between the Village and State.

ARTICLE III: MAINTENANCE OF RECORDS

- A. The State shall maintain and be the custodian of all records pertaining to the reconstruction services provided for the Village. The State shall maintain all records in compliance with relevant Record Retention Schedules and the State Records Act [5 ILCS 160/et seq.].
- B. Copies of all reports, notes, diagrams, and photographs will be provided by the State to the Village for all criminal cases where the State provided the Village reconstruction services. The Cook County States Attorney's Office may obtain copies of all records created by the State for the Village.

ARTICLE IV: DURATION, MODIFICATION, AND TERMINATION

- A. This Agreement shall be in effect upon the signature of the last party to sign. The Agreement will be in effect for one year from the final date of approval and shall renew automatically for one-year periods. Each party should review the Agreement prior to the annual renewal date.
- B. Modifications to this Agreement may be made, but only in writing and signed by both parties.
- C. This Agreement will terminate when either party notifies the other of its intent to discontinue the Agreement. The terminating party will provide the other party written notice at least 30 days prior to the desired termination date.

ARTICLE V: CONTROL AND SUPERVISION OF PERSONNEL

- A. The Village will maintain control and supervision of its employees and contractors.
- B. The State will maintain control and supervise its employees.

ARTICLE VI: USE OF EQUIPMENT AND FACILITIES

- A. The Village shall permit the State’s Traffic Crash Reconstruction Officer (TCRO) 24-hour, 7-day a week access to the office space. Identical access privileges will be provided to the TCRO’s direct supervisor. The TCRO shall be permitted to use all fixtures and equipment located in the office space.

ARTICLE VII: FREEDOM OF INFORMATION ACT (FOIA)

- A. In its afore-mentioned role as the custodian of all records related to reconstruction services, the State shall respond to requests for records made under the Freedom of Information Act [5 ILCS 140/et seq.].
- B. If records were created for the Village, the State may require an update on the status of an investigation to determine whether any statutory exemptions apply. The Village agrees to respond to inquiries made by the State in a timely manner to satisfy deadlines.

ARTICLE VIII: BREACH OF PRIVACY AND SECURITY PROTOCOLS

- A. In the event of a breach of the physical security of the satellite office space, the party discovering the breach shall immediately notify the other. A written summary of the breach shall be prepared and shared with the other party as soon as practical. A breach would consist of any unwarranted physical access to the office space.

ARTICLE IX: NOTICES

A. All required notices shall be delivered to the following:

To the Village:

Chief of Police
Orland Park Police
Department
15100 South Ravinia Avenue
Orland Park, Illinois 60462

To the State:

Commander
Scene and Evidence Services
Command
801 South 7th Street, Suite 800S
Springfield, Illinois 62703

Chief, Orland Park Police Department

Director, Illinois State Police

By: _____
Chief Eric Rossi

By: _____
Director Brendan R. Kelly

Date: _____

Date: _____