

**INTERGOVERNMENTAL AGREEMENT FOR A COOK COUNTY SHERIFF'S POLICE GANG TASK FORCE BETWEEN THE COOK COUNTY SHERIFF'S POLICE DEPARTMENT AND INSERT THE NAME OF THE PARTICIPATING SUBURBAN POLICE AGENCY HERE.**

This INTERGOVERNMENTAL AGREEMENT for the Cook County Sheriff's Police Department, including any exhibits attached hereto and incorporated herein by this reference (hereinafter referred to as the "Agreement"), was made and entered into as of INSERT DATE HERE, but actually executed by the governmental entities on the dates set forth beneath the respective signatures of their duly authorized officers below, by and between the Cook County Sheriff's Police Department, INSERT THE NAME OF THE PARTICIPATING COOK COUNTY SUBURBAN POLICE AGENCY HERE.

**WITNESSETH:**

**WHEREAS**, under and pursuant to Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 200/1 et seq.), the Cook County Sheriff's Police Department, INSERT NAME OF THE PARTICIPATING POLICE AGENCY HERE, are public agencies and governmental entities vested with the authority to exercise granted powers and perform authorized functions pertaining to their government and affairs including, but not limited to, the power to exercise, combine or transfer any power or function not prohibited by law, to enter into contracts or agreements for mutual aid and assistance consisting of furnishing personnel from and to each other and for the appointment of such officer to conduct such investigations.

**NOW, THEREFORE**, In consideration of the matters set forth above, the agreements, covenants, representations and undertakings made and contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cook County Sheriff's Police Department, INSERT PARTICIPATING POLICE AGENCY HERE, hereby agree, covenant, represent and undertake as follows:

**ARTICLE I**

**In General**

**Section 1.1. General Definitions.** Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular, and a reference to any gender includes both genders and the neuter, as the case may be.

**Section 1.2. Certain Phrases.** The words “hereof”, “herein”, “hereunder”, “hereto” and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.

**Section 1.3. Subdivisions.** References to sections and other subdivisions of the Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

**Section 1.4. Headings.** The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

## ARTICLE II

### Purpose and Mission

**Section 2.1. Purpose.** The purpose of this Agreement is to allow multi-jurisdictional response and enforcement to crime between the Cook County Sheriff’s Police, INSERT NAME OF PARTICIPATING SUBURBAN POLICE AGENCY HERE.

**Section 2.2. Mission.** The Cook County Sheriff’s Police Gang Task Force will share information and dedicate personnel and other resources for the purpose of joint enforcement across jurisdictional boundaries to reduce, respond to and prevent gang related criminal activity which are multi-jurisdictional or have multi-jurisdictional aspects or effects.

## ARTICLE III

### Organizational Structure and Management of the Task Force

**Section 3.1. Members.** The Cook County Sheriff’s Police Gang Task Force shall consist of a combined body of police officers drawn from the participating agencies. The Task Force currently consists of the following member agencies:

Cook County Sheriff’s Police Department  
LIST NAME OF THE PARTICIPATING AGENCIES HERE.

**Section 3.2. Direction of the Cook County Sheriff’s Police Gang Task Force.** Direction, coordination, and organization of the Cook County Sheriff’s Police Gang Task Force will be the responsibility of the Cook County Sheriff’s Police Gang Crimes Unit Commander. The Cook County Sheriff’s Police Gang Crimes Unit will be the lead agency with respect to determining the specific methods and resources to be employed to meet the objectives of the Cook County Sheriff’s Police Gang Task Force, which may change depending upon the incidents addressed. The Cook County Sheriff’s Police Gang Task Force may designate from time to time a specific suburban police department to act as the lead agency with regards to determining day-to-day missions and operations.

**Section 3.3. Supervision of the Cook County Sheriff’s Police Gang Task Force.** A Cook County Sheriff’s Police Gang Crimes Sergeant will be responsible for the daily supervision of Cook County Sheriff’s Police Gang Task Force operations; however, the responsibility for the conduct of the Cook County Sheriff’s Police Gang Task Force members shall remain with the respective agency heads. All Cook County Sheriff’s Police Gang Task Force personnel will keep their respective agencies completely informed of pertinent developments. The suburban police officers assigned to the Cook County Sheriff’s Police Gang Task Force shall adhere to Cook County Sheriff’s Police policies and procedures, and shall also remain subject to the policies, procedures and regulations of their respective agencies. The Cook County Sheriff’s Police Deputy Chief of Special Investigations and the chief law enforcement official

from the respective agencies shall resolve any conflict between Cook County Sheriff's Police Department policies and procedures and those of the respective agency.

**Section 3.4. Commitment of Personnel and Resources.** Each respective agency head will determine the personnel and resources to allocate to the Cook County Sheriff's Police Gang Task Force. The continuation of a Department's allocation of personnel and resources will be made at the discretion of each respective agency head consistent with their respective guidelines. However, the Cook County Sheriff's Police reserves the right to deny participation from certain police officers due to, but not limited to work ethic, qualification, and conduct. No member agency shall withdraw committed personnel or resources without sufficient written notice to the Cook County Sheriff's Police.

**Section 3.5. Vehicle and Equipment.** Any vehicles, equipment, credentials or other items issued to Cook County Sheriff's Police Gang Task Force personnel by the Cook County Sheriff's Police shall remain the property of the Cook County Sheriff's Police. Cook County Sheriff's Police vehicles shall be used only for official purposes and solely for use in the performance of the Cook County Sheriff's Police Gang Task Force.

**Section 3.6. Confidential Sources.** The Cook County Sheriff's Police confidential source policy shall be followed. The confidential source policy includes, but is not limited to preparation of reports identifying the confidential source, a record of his motivation, fictitious names, true signature, photos, fingerprints, and other data which will serve to protect both the confidential source and his control officers. The confidential source procedure shall include strict adherence to policy for monetary payments (i.e. witness and receipts) and debriefing procedures. It is further understood that all file informants developed by the Cook County Sheriff's Police Gang Task Force "belong" to the Cook County Sheriff's Police Gang Task Force and are not the sole providence of one (1) officer.

**Section 3.7. Records, Reports and Evidence.** The Cook County Sheriff's Police reporting system shall be utilized to document enforcement activities undertaken by the Cook County Sheriff's Police Gang Task Force. Reports of investigation and investigative materials generated by the Cook County Sheriff's Police Gang Task Force shall be retained by the Cook County Sheriff's Police Department. Evidence seized or collected by the Cook County Sheriff's Police Gang Task Force will be done in accordance of Cook County Sheriff's Police policy and procedures. Said evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules and regulations.

**Section 3.8. Media.** Prior to any media release pertaining to any Cook County Gang Task Force investigations or activities, the issuing agency will contact the Cook County Director of Communications and coordinate the subject matter and manner in which the information will be disseminated to the media.

**Section 3.9. Dissemination Restrictions.** All data supplied through the Cook County Sheriff's Police Gang Task Force shall be for law enforcement purposes only. It is strictly forbidden to sell any information obtained to any individuals, organization, governmental agency or corporation. It is strictly forbidden to disseminate any information obtained through this Agreement to any individual organization that is not legally authorized to have access to that information.

**Section 3.10. Cook County Sheriff Deputization.** All law enforcement personnel participating in the Cook County Sheriff's Police Gang Task Force are expected to be certified by the State of Illinois as Police Officers and provide proof of said certification. This agreement does not provide any Cook County Sheriff's Police Task Force member with additional police powers or provide any Cook County Sheriff's Police Task Force member with additional jurisdiction. Police Officers from suburban agencies permanently assigned to the Cook County Sheriff's Police Gang Task Force may be deputized by the Sheriff of Cook County at his discretion.

**Section 3.11. Misconduct.** Misconduct by officers assigned to the Cook County Sheriff's Police Gang Task Force shall include the following:

- Commission of a criminal offense;
- Neglect of duties;
- Violation of Task Force policies and / or rules of procedures;
- Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.

Upon Receipt of a complaint from a law enforcement agency, a State's Attorney's office, or any other credible source alleging misconduct by a Task Force member, the Commander of the Cook County Sheriff's Police Gang Unit shall discuss the allegations with the officer's parent agency and determine whether the allegation / infraction should be investigated by the parent agency or the Cook County Sheriff's Police. The parent agency shall have the sole authority / responsibility to administer discipline in matters of misconduct unless a criminal complaint is verified, then the information will be forwarded to the appropriate State's Attorney.

## **ARTICLE IV**

### **Funding**

**Section 4.1. Compensation.** All compensation to Cook County Sheriff's Police Gang Task Force members, whether salary, overtime or otherwise, will be paid by their respective agencies, as governed by the applicable rules and provisions of the member's own agency.

**Section 4.2. Expenses.** Each member's expenses shall be paid by his or her own agency in accordance with the applicable rules and provisions governing such expenses.

**Section 4.3. Official Advance Funds.** The Cook County Sheriff's Police policies and procedures concerning utilization of Official Advance Funds shall be followed.

**Section 4.4. Asset Distribution.** Forfeited assets will be distributed equitably between agencies contributing personnel to the Cook County Sheriff's Police Gang Task Force. The disposition of forfeited property will be determined by the Cook County Sheriff's Police Department according to interests of the Cook County Sheriff's Police Gang Task Force and applicable law.

## **ARTICLE V**

### **Term**

The term of this Agreement shall be for the duration of the Task Force's operations, but may be terminated at any time upon written mutual consent of the agencies involved. An agency retains the right to terminate its participation by giving 30 days written notice of its intent to terminate to the Cook County Sheriff's Police Department. Upon termination of the Cook County Sheriff's Police Gang Crimes Task Force's operations and the Agreement, all equipment will be returned to the supplying agencies. In addition, when an entity withdraws from the Agreement, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agency/agencies will return to a withdrawing agency any unexpended equipment the withdrawing agency may have supplied during any Cook County Sheriff's Police Gang Task Force participation.

## **ARTICLE VI**

### **Additional Provisions**

**Section 6.1. Liability.** Each Agency shall be responsible for the acts or omissions of its employees. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law. Furthermore, no party hereto agrees to accept any liabilities as a result of this Agreement that the party would not have in the absence of this Agreement.

- All members of the Cook County Sheriff's Police Gang Task Force shall comply with their agency's guidelines concerning the use of force. Copies of all applicable use of force policies shall be provided to the Cook County Sheriff's Police.
- Each agency will accept liability to the extent required by the Illinois Worker's Compensation Act (820 ILCS 305/1 et Seq.) for personal injuries occurring to its employees while engaged in Cook County Sheriff's Police Gang Task Force activities.
- Each Member Agency agrees to assume liability for its respective personnel, vehicles and equipment assigned the Cook County Sheriff's Police Gang Task Force. Each participating Member Agency assumes responsibility for member of its police force acting pursuant to this agreement as to indemnification of said police officers.

**Section 6.2 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties as if they too were parties to this Agreement.

**Section 6.3 Severability.** The parties agree that to the extent a court of competent jurisdiction will determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of this Agreement will be deemed severable and the remainder of this Agreement will survive.

**Section 6.4. Notices and Communications.** All notices, demands, request or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States Mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to the below listed address:

- Chief of Police  
Cook County Sheriff's Police Department  
1401 Maybrook Dr  
Maywood, Illinois 60153

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

**Section 6.5. Illinois Law.** This Agreement shall be deemed to be an Intergovernmental Agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

**Section 6.6. Written Modification.** Neither this Agreement nor any provisions, other than modifications pursuant to Section 6.7 hereof, may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than an instrument in writing duly authorized and executed by the Cook County Sheriff's Police Department.

**Section 6.7. Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

**Section 6.8. Effective Date.** This Agreement shall become effective upon the signature of the Cook County Sheriff's Police and the participating party.

**Section 6.9. Entire Agreement.** This Agreement constitutes the entire agreement on the subject matter hereof. The Cook County Sheriff's Police Department and INSERT NAME OF PARTICIPATING AGENCY HERE each represents warrants, covenants and agrees that no representation, warranty, covenant or agreement shall be binding on the other unless expressed in writing herein or by written modification pursuant to Section 6.6 hereof.

**ARTICLE VII**

**Acceptance and Execution**

**IN WITNESS WHEREOF**, the Cook County Sheriff's Police Department and the INSERT PARTICIPATING NAME OF AGENCY HERE have each caused this Agreement to be executed by the proper officials duly authorized to execute the same as of the date set forth beneath the signatures of their respective offices set forth below.

**Cook County Sheriff's Police Department**  
AGENCY

INSERT PARTICIPATING NAME OF

By: \_\_\_\_\_

By:

DeWayne Holbrook, Chief of Police

NAME OF CHIEF OF POLICE