

5/13/97

35-R-97

A RESOLUTION

Authorizing the City of Evanston
to Enter into an Intergovernmental
Police Assistance Agreement

WHEREAS, a number of municipalities, including the City of Evanston, have negotiated the terms of an Intergovernmental Police Assistance Agreement, said Agreement intended to replace a prior Agreement, known as the Mutual Police Assistance Agreement; and

WHEREAS, such Agreement would provide mutual police assistance during emergency times and routine police work to any of its members in accordance with the terms of that Agreement; and

WHEREAS, the provisions of such mutual police assistance would be in the best interest of the citizens of the City of Evanston,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized to execute and the City Clerk is authorized to attest, an Intergovernmental Police Assistance Agreement consisting of four (4) pages, which Agreement is appended to and made a part of this Resolution.

SECTION 2: Entry of the municipality into the Intergovernmental Police Assistance Agreement shall take place in accordance with Section 8 of that Agreement.

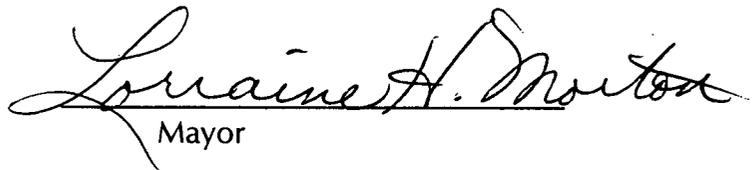
SECTION 3: Passage of this Resolution terminates the Mutual Police Assistance Agreement, previously in effect.

SECTION 4: That this Resolution shall take effect immediately upon its passage and approval in the manner required by law

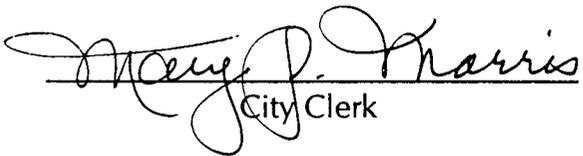
AYES: 8

NAYS: 0

ABSENT: 1


Mayor

ATTEST:


City Clerk

Adopted: May 19, 1997

INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT

The undersigned municipality, _____,
County of _____, pursuant to Article VII, Section 10 of the
Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 et
seq.) , and Section 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6
and 5/11-1-2.1), agrees as follows:

Section 1: PURPOSE OF AGREEMENT

This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments. It is the purpose of this Agreement to provide the means whereby enhanced access to facilities, programs and assistance is provided through the intergovernmental cooperation of the Participating Municipalities.

Section 2: DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as set forth in this section.

- A. Participating Municipality. Any one or more municipalities that have duly adopted a resolution authorizing the execution of this Agreement.
- B. Agreement. This Intergovernmental Police Assistance Agreement.
- C. Police Assistance. Assistance provided by any Participating Municipality to any other Participating Municipality, which shall include, but not be limited to, the assignment of sworn and/or civilian personnel and the use of equipment for such assistance as back-up on traffic stops, investigations, establishment of regionalized operations or administrative programs, and major crime task forces, all as are more fully defined in the Operational Plan developed pursuant to this Agreement.
- D. Requesting Municipality. A Participating Municipality that requests Police Assistance pursuant to this Agreement.
- E. Aiding Municipality. A Participating Municipality that provides Police Assistance pursuant to this Agreement.

Section 3: Rights of Participating Municipalities

The rights of each Participating Municipality shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police of each respective participating Municipality of his/her designee.

- A. Any Participating Municipality may request Police Assistance from any one or more Participating Municipalities when, in the judgment of the Chief of Police of the Requesting Municipality, such assistance is necessary.
- B. Any Participating Municipality may render aid to any one or more Participating Municipalities to the extent available personnel and equipment are not required for the adequate protection of the Aiding Municipality. The judgment of the Chief of Police of the Aiding Municipality, or his/her designee, as to the amount of personnel and equipment available to the Requesting Municipality, shall be final.
- C. The Chief of Police of the Requesting Municipality, or his/her designee, shall be entitled to direct the actions of any sworn or civilian personnel of any Aiding Municipality providing Police Assistance pursuant to this Agreement.
- D. Nothing in the Agreement shall prevent any Participating Municipality from cooperating with any other municipality, regardless of whether it is a Participating Municipality. Further, nothing in this Agreement is intended to prevent any Participating municipality from acting jointly or in cooperation with each other or any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

Section 4: Authority of Sworn Police Personnel

Any sworn police officers providing Police Assistance to a Requesting Municipality under this agreement shall have all of the powers of police officers of any Requesting Municipality, including the power of arrest, and are subject to the direction of the Chief of Police of a Requesting Municipality.

Section 5: Reimbursement Between Participating Municipalities.

- A. Except as hereinafter provided, the assistance provided by any Aiding Municipality to another Participating Municipality shall be rendered without charge to the Requesting Municipality or any other Participating Municipality.
- B. An Aiding Municipality may request payment from or indemnification by a Requesting Municipality where the Aiding Municipality has incurred unusual or burdensome costs in providing assistance to the requesting Municipality. The payment of such costs shall be at the direction of the corporate authorities of the Requesting Municipality.

Section 6: Responsibilities of Participating Municipalities

The responsibilities of each Participating Municipality shall be as set forth in this Section.

A. Responsibility for Employees. Each Participating Municipality shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement, both as to indemnification of sworn or civilian personnel and as to the payment of benefits to such sworn or civilian personnel, as to the same extent as such personnel are protected, insured, indemnified and otherwise provided for when acting within the Participating Municipalities' respective corporate limits.

B. Compensation of Employees. Each Participating Municipality shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.

Section 7: Governing Board; Operational Plan

A. The Chiefs of Police of all Participating Municipalities shall constitute a Governing Board of the Participating Municipalities.

B. The Governing Board shall establish an Operational Plan for implementing this Agreement, including but not limited to requesting, rendering and receiving aid. The Operational Plan shall be reviewed, updated and evaluated at regular intervals.

Section 8: General Provisions

A. This Agreement shall be in full force and effect and legally binding upon each Participating Municipality at such time as it is signed and certified by that Participating Municipality.

B. This Agreement may be amended from time to time by resolution of the corporate authorities of each Participating Municipality. Any amendment not adopted and approved by all Participating Municipalities shall not be effective. The effective date of any amendment shall be the date as of which all Participating Municipalities have approved the amendment.

C. This Agreement shall remain in full force and effect and shall bind the Participating Municipality executing this Agreement until such time as the corporate authorities of said Participating Municipality adopts a resolution terminating this agreement. Certified copies of such resolution shall be filed with the clerk of all other Participating Municipalities within thirty (30) days of its passage.

IN WITNESS WHEREOF, this Agreement has been duly executed this

_____ day of _____, _____.

Name of Municipality

Village President or Mayor

ATTEST:

Clerk/Deputy Village Clerk

NORTH REGIONAL MAJOR CRIME TASK FORCE

ARTICLE I - NAME AND PURPOSE

Section 1 This organization shall be known as the North Regional Major Crime Task Force.

Section 2 The purpose of the Task Force is to provide a system of mutual aid among members for the investigation of the crimes of homicide and non-parental kidnaping, or as otherwise approved by the Board of Directors.

ARTICLE II - AUTHORITY

The North Regional Major Crime Task Force is established pursuant to the Intergovernmental Police Assistance Agreement as adopted by the member municipalities.

ARTICLE III - MEMBERSHIP

Section 1 The founding members of the North Regional Major Crime Task Force are: Evanston, Glencoe, Glenview, Golf, Kenilworth, Lincolnwood, Morton Grove, Niles, Northbrook, Northfield, Skokie, Wheeling, Wilmette, and Winnetka.

Section 2 Other municipalities shall become members of the Task Force upon approval of a two-thirds vote of the Board of Directors, and adoption of the Intergovernmental Police Assistance Agreement ("Agreement") by the corporate authorities of the municipality.

Section 3 Members who fail to meet their obligations in accordance with the "Agreement" or with these By-laws may be suspended or expelled from membership by a two-thirds vote of the Board of Directors.

ARTICLE IV - BOARD OF DIRECTORS

Section 1 The Board of Directors shall consist of the Chiefs of Police, or their authorized representatives, of the member Police Departments, and shall be the governing body of the Task Force, with authority to take all appropriate actions and to perform all duties to accomplish the purpose of the Task Force.

Section 2 The Executive Committee of the Board of Directors shall consist of the Chairman, Vice-Chairman and Secretary-Treasurer, elected by the Directors, and who shall

hold office for a term of two years and until a successor has been elected. Should a vacancy occur, a special meeting of the Board of Directors shall be called to elect a successor for the remainder of the term of office.

ARTICLE V - TASK FORCE STAFF

Section 1 The command staff of the Task Force shall include the Task Force Commander and Operations Supervisor, who shall be appointed by the Board of Directors. Other command staff positions established by the Board of Directors shall be appointed by the Personnel Selection Committee.

Section 2 The operations staff of the Task Force shall consist of those police officers assigned to the Task Force as investigators, evidence technicians, analysts, and other such classifications as may be established by the Board of Directors. Members of the operations staff shall be appointed by the command staff with approval of the Personnel Selection Committee.

ARTICLE VI - ACTIVATION

Section 1 The Task Force shall be activated upon request of the chief of police, or his authorized representative, if the request is received within eight (8) hours of the crime being discovered, and the crime scene is still under the control of the requesting agency. Such request shall be made to the Task Force Commander or, in his or her absence, the Operations Supervisor or other such person as designated by the Chairman.

Section 2 In the event the Task Force Commander determines that activation of the Task Force is not appropriate, the chief of police, or his authorized representative, may appeal that decision to the Chairman, who shall notify the Board of Directors. A majority of the Directors may over-rule the decision of the Task Force Commander. The Directors may vote on this appeal by telephone, other electronic means, or at a special meeting.

Section 3 The Task Force will be activated for a five-day period. The requesting agency's chief of police may request an extension of an additional five days. This request will be referred to the Executive Committee for approval. If the requesting agency wishes to utilize the Task Force for a period of more than ten (10) days, such request will be referred to the Board of Directors for approval.

Section 4 The Chief of Police of the requesting agency, or his designee, shall have overall command of the investigation. The Operations Supervisor shall direct and coordinate the daily activities and supervise Task Force personnel.

ARTICLE VII - MEETINGS

Section 1 Regular meetings of the Board of Directors shall be held quarterly at a time and place determined by the Executive Committee. Special meetings may be called by the Chairman, a majority of the Executive Committee, or by one-third of the Directors.

Section 2 The Executive Committee shall meet when called by the Chairman or a majority of the Executive Committee members.

Section 3 A majority of the members shall constitute a quorum for meetings of the Board of Directors or Executive Committee.

Section 4 The current edition of Robert's Rules of Order shall govern meetings in all cases in which they are applicable and not inconsistent with these By-laws.

ARTICLE VIII - DUTIES OF OFFICERS

Section 1 The Chairman shall preside at all meetings of the Board of Directors and Executive Committee, and appoint members of all committees (except the Executive Committee).

Section 2 The Vice-Chairman shall serve as an assistant to the Chairman and shall perform the duties of Chairman in the absence or inability of the Chairman to serve.

Section 3 The Secretary-Treasurer shall keep an accurate record of the proceedings of all meetings, carry on official correspondence of the Task Force as directed by the Board of Directors, provide to each Director the official minutes of all meetings, and maintain all official Task Force records. He shall receive all monies of the Task Force, be custodian of all funds, and deposit all Task Force funds in a financial institution approved by the Board of Directors. The Secretary-Treasurer shall give financial reports as required by the Board of Directors, sign and issue checks, and perform such other duties as usually pertain to the office.

ARTICLE IX - COMMITTEES

Section 1 The Personnel Selection Committee shall consist of three Directors, the Task Force Commander, and Operations Supervisor.

Section 2 The Chairman or Board of Directors may create other such committees as are deemed necessary to accomplish the purpose of the Task Force.

ARTICLE X - DUES AND ASSESSMENTS

Section 1 The annual dues shall be prescribed by the Board of Directors, and shall be payable to the Secretary-Treasurer when required by the Board. All assessments approved by the Board of Directors shall be binding upon all members and payment shall be a condition of membership.

Section 2 Any member who fails to tender the annual dues or assessments shall be suspended from membership, subject to reinstatement upon payment of all delinquencies.

ARTICLE XI - COMPENSATION

Section 1 Officers and members of the Board of Directors shall serve without compensation.

Section 2 Regular salary and overtime costs of Task Force officers shall be paid by the officers' agency. Unusual or burdensome costs, such as extraordinary travel or other expenses, shall be paid by the requesting agency.

Section 3 The Board of Directors may approve compensation, as needed, for all other professional services required by the Task Force.

ARTICLE XII - DISBURSEMENTS

All disbursements of funds must be reviewed by the Task Force Commander and approved by the Secretary-Treasurer and reported to the Board of Directors. Disbursements in excess of \$300.00 must first be approved by the Board of Directors.

ARTICLE XIII - PROPERTY

Section 1 The necessary equipment, property, supplies, and furnishing needed to fulfill the purpose of the Task Force shall be provided by the members. Any item provided by a member shall be, and remain, the property of that agency.

Section 2 The Task Force Commander shall keep a list concerning the description, location and ownership of such property.

ARTICLE XIV - AMENDMENTS

These By-laws may be amended at any meeting of the Board of Directors by a two-thirds vote of those Directors present, provided the amendment and notice of the meeting shall have been sent to the Directors not less than 15 days prior to the meeting.

ARTICLE XV - DISSOLUTION

If at any regular meeting, or at a special meeting called for the purpose of dissolution, two-thirds of the Directors vote in favor of dissolution, the Task Force shall be dissolved within 30 days, provided notice of the meeting shall have been sent to the Directors not less than 15 days prior to the meeting.

ARTICLE XVI - EFFECTIVE DATE

These By-laws shall be in full force and effect from and after their passage and approval.

AYES: _____ NAYS: _____

PASSED this _____ day of _____, 1997

APPROVED this _____ day of _____, 1997

APPROVED:

Chairman

Vice-Chairman

ATTEST:

Secretary-Treasurer

11-11-11

