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By _____

Revised May 24, 2011

TASK FORCE 6 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 and dangerous drugs, recognizing that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime with the designated counties and among the major municipalities within said counties, and also 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, Bloomington Police Department, Illinois State University Police Department, Clinton Police, McLean County Sheriff's Office and the DeWitt County Sheriff's Office.

II. AUTHORITY

The 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. PURPOSE

The purpose of this agreement is to create a multi-jurisdictional authority to be known as the Task Force hereinafter known as the Task Force. 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 in the Task Force area with specific emphasis on drug enforcement activity;
- B. Development of intelligence data regarding criminal activity in the Task Force area;
- C. Assist local agencies with case development for those investigations that are

beyond the capabilities of the requesting agency and/or those investigations that indicate a mid-level drug conspiracy or higher;

- D. Establishment of liaison with the State's Attorney's Offices and the United States Attorneys Office for legal advice and encouragement of vigorous prosecution of developed cases.

IV. COSTS

The parties agree that personnel appointed to the Task Force will remain employees of their respective components of government for payroll purposes. The parties will supply necessary equipment items, including vehicles, unless a vehicle is provided by the Task Force and will compensate their officer(s) for personnel services rendered in support of Task Force operations. Such compensation may include, but is not limited to, costs for wages, overtime, injury, death and retirement benefits and insurance.

All expenses incurred by the Task Force will be the responsibility of the Task Force and not the individual policy board entities. Furthermore, the Task Force will maintain a two year operational funds reserve of \$250,000.00 to offset any costs not covered by grants secured from the Illinois Criminal Justice Information Authority (ICJIA).

V. LIABILITIES/INSURANCE

- A. For purposes of representation and indemnification, personnel appointed to the Task Force will be considered employees of the State of Illinois. The State of Illinois, pursuant to 5 ILCS 350/1 et. seq., shall provide representation and indemnification to a Task Force officer while engaged in Task Force activities, to the extent permitted by law;
- B. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act, (820 ILCS 305/1 et. seq.), for personal injuries occurring to its officers while engaged in Task Force activities;
- C. The State of Illinois, pursuant to 5 ILCS 350/1.1(b), will provide liability insurance coverage to the extent permitted by law, to any Task Force officer who is the driver of a motor vehicle owned, leased or controlled by the State of Illinois.

VI. DUTIES OF THE ILLINOIS STATE POLICE (ISP)

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

- A. Training in proactive enforcement techniques and covert investigative methods.
- B. Specialized equipment and/or communications devices/components.
- C. Appointment of Task Force officers as "inspectors" and the issuance of credentials pursuant to the authority in 20 ILCS 2605/2605-55. Any credentials, equipment or components supplied by ISP to any Task Force officer must be surrendered to ISP upon termination of the officer's affiliation with the Task Force or upon dissolution of the Task Force.

VII. The Task Force POLICY BOARD

- A. Membership on the Task Force Policy Board shall consist of the Commander of Zone 5 Investigations of the Illinois State Police, or his designee, and the head or an appointed designee of each agency contributing Task Force personnel.
- B. Any contributing agency has the option, at any time during a member's tour of duty, to reassign the member to the parent agency.
- C. All full-time Task Force officers will be screened by the providing agency and the Task Force commander for suitability for Task Force assignment prior to acceptance by the Task Force.
- D. The Policy Board shall normally meet on a monthly basis but at least once per calendar year quarter. The Task Force Commander will provide the Policy Board with a synopsis of the general operations of the Task Force and case updates as appropriate.
- E. The Policy Board may disband the operation of the Task Force at any time by a majority of the vote of the Board, whereupon this agreement shall be terminated.
- F. When there is a vacancy in the Task Force for the Illinois State Police Task Force Commander's position, the Policy Board will be allowed input as to the ISP replacement.
- G. Member agencies of the TASK FORCE will be responsible for furnishing a vehicle to their officer assigned to the TASK FORCE. However, unless financially prohibitive to the TASK FORCE unit, The TASK FORCE will attempt to furnish a vehicle for each Inspector from each member agency of The Task Force upon request. The Task Force will assume insurance and maintenance costs for assigned vehicles with the exception of fuel. The TASK FORCE seized vehicles that are serviceable will be utilized to supplement the TASK FORCE fleet.

VIII. OPERATIONAL PROCEDURES

The parties agree that the following operational procedures shall prevail throughout the duration of this agreement.

- A. The Task Force Commander will be an ISP officer acting under the direct supervision of the Zone 5 Commander and will be responsible for the following:
- Daily operations of the Task Force and overall direction and supervision of the assigned work force.
 - Devising, implementing, arranging and administering training for personnel assigned to his supervision.
 - Reviewing, analyzing, documenting and approving the use of Official Advance Funds (OAF) in accordance with ISP reporting practices and directives.
 - Providing the Task Force Policy Board annual activity reports and periodic summarization of activities and public awareness efforts.
 - Making recommendations to the ISP Zone 5 Commander regarding Task Force members' personnel action requests, i.e., annual leave, training and transfers, etc.
 - Ensuring all Task Force officers are evaluated annually. This evaluation will be shared with the officer's parent department.
 - Providing a line item budget each fiscal year for approval by the Board.
- B. All Task Force Members will be full-time police officers from ISP or local agencies under the supervision of the Task Force Commander. These officers shall:
- Have completed the appropriate training as required by law, prior to their appointment to the Task Force, and must not be subject to any current pending disciplinary action.
 - Adhere to all laws of the State of Illinois and the United States of America.

- Maintain compliance with their respective agency's policies and procedures, as well as the policies and procedures of the ISP.
- Not consume intoxicating beverages while on duty except in the performance of duty, and in those instances, never to the extent that the officer's ability to perform an official assignment or function is impaired.
- Not appear for duty while under the influence of intoxicants to any degree whatsoever or with an odor of intoxicants on their breath.
- While on duty, not enter any establishment or place of business where the principal business is the sale of alcoholic beverages, except in the performance of duty.
- Not operate official vehicles after having consumed alcoholic beverages unless such consumption is necessitated by nature of duty assignments.
- Request annual leave to the Task Force Commander who will coordinate the request with the respective parent agency.
- Report to their respective Agency Head and to the Task Force 6 Commander any sustained disciplinary actions which could have an effect on the prosecution of cases. The findings will be individually reviewed by the Task Force Policy Board to determine the officer's fitness and eligibility for assignment to the Task Force (Giglio vs. U.S. 150, 92 S.Ct. 763 (1972)).
- Agree to participate in random drug testing in accordance with ISP policy and ISP Inspector credentialing guidelines. Officers will submit to drug testing prior to their assignment to the Task Force, and shall again submit to drug testing upon their departure from the Task Force.

IX. TASK FORCE VEHICLE USE POLICY

The Task Force will ensure unit vehicles are used by assigned employees only when engaged in the performance of an assigned duty or in accordance with the procedures set forth in this directive.

I. PROCEDURES

[NOTE: Because the vehicle is property of the Task Force, there is no expectation of privacy in the vehicle or its contents. Any Task Force owned vehicle is subject to search without consent or notice at any time by the Task Force Commander, his designee, or appropriate personnel or law enforcement.

II.A. Operating Task Force Vehicles

A Task Force vehicle (any vehicle owned or leased by the Task Force) will be operated only by an authorized person who possesses a valid driver's license of the proper classification for the vehicle being driven.

II.A.1. A mechanic may operate a Task Force vehicle if it is necessary to identify mechanical defects or to see if work on a vehicle has been properly completed.

II.A.2. Individuals authorized by the Task Force Unit Commander may operate Task Force vehicles.

II.A.3. Task Force personnel will not operate vehicles assigned to the Task Force unit after having consumed alcoholic beverages unless such consumption is necessitated by the nature of the duty assignment, AND, approval is obtained in advance by the Task Force Unit Commander. In addition, the supervisor of the detail shall determine the officer's fitness to operate a vehicle prior to that officer leaving the detail.

II.B. Vehicle passengers

II.B.1. Only Task Force employees or authorized law enforcement personnel may be transported in Task Force vehicles.

II.B.1.a. When approved by the Task Force Commander, individuals not listed in II.B.1. may be passengers in Task Force vehicles.

II.B.1.b. Individuals may be transported in Task Force vehicles in those situations where it would be inhumane not to do so.

II.B.1.c. Individuals not otherwise authorized may be transported in Task Force vehicles when it is necessary to conduct Task Force business, i.e. Confidential Sources, Arrested Persons and Witnesses.

II.B.2. Individuals driving or riding in Task Force vehicles will use the seat belts/shoulder harnesses provided in each vehicle regardless of the individual's seating position in the vehicle. Officers will comply with the law regarding the use of child occupant restraints. Only in circumstances necessary for immediate safety will children be transported in Task Force vehicles without using the appropriate child restraint.

II.C. Task Force vehicles for other transportation

II.C.1. Task Force vehicles may be used for other transportation when one or more of the following circumstances are present.

II.C.1.a. An employee is away from his/her official residence overnight in the course of conducting business for the Task Force or, with the approval of the Task Force Commander or Agency Head, while on standby status.

II.C.1.c. An employee may use the Task Force vehicle in conjunction with incidental stops commuting to or from the officers assigned work location (Task Force Office or home agency), and/or in conjunction with fitness or wellness training with approval of the Task Force Commander or Agency Head.

II.C.1.d. Illinois State Police (ISP) personnel assigned to The Task Force, and operating a vehicle with an assigned equipment number issued by ISP fleet, will abide by ISP policy EQP-002.

II.D. Unattended vehicles

II.D.1. When unattended, the vehicle will be parked in a legal parking space.

II.D.2. Drivers of vehicles will take precautions when parking Task Force vehicles. Every attempt will be made to park vehicles in safe locations.

II.D.3. When unattended, Task Force vehicles will be locked except in those situations where doing so would be impractical.

II.D.3.a. Any un-mounted, Task Force owned item having a value of \$100 or more will be locked in the trunk whenever the vehicle is left unattended.

II.D.3.b. The driver of the Task Force vehicle will be held responsible for any stolen or missing item if the vehicle is left unlocked when unattended.

II.D.4. At the end of an employee's work day, un-mounted items having a value of \$100 or more may be secured in the employee's residence, instead of the vehicle trunk. The Task Force Commander or officer's Agency Head may require such items to be secured in an employee's residence.

II.E. The Task Force will not be responsible for parking tickets or traffic violations. The operator will pay parking or storage charges. (Note: The Task Force Commander may grant special exceptions to this directive, i.e., the officer failed to comply with a parking requirement due to fear of compromising the officer's covert status during an investigation.)

II.F. Communications equipment

Any employee, or other police officers assigned to the Task Force, operating a Task Force vehicle equipped with a two-way radio may use that radio.

II.F.1. Two-way radios are to be used only for official business.

II.F .2. Two-way radios will be operated in accordance with Illinois State Police policy and Federal Communications Commission rules and regulations.

X. OTHER OPERATIONAL CONSIDERATIONS

- A. Report Writing - ISP report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Task Force.
- B. Confidential Sources - ISP confidential source policy shall be followed. Confidential source policy includes, but is not limited to preparation of reports identifying the confidential source (CS), a record of his/her motivation, fictitious names, true signatures, photos, fingerprints and other data which will serve to protect both the CS and his/her control officer. The CS procedure shall include strict adherence to policy for monetary payments (i.e., witnesses and receipts) and debriefing procedures. It is further understood that all file informants developed by the Task Force are shared by the Task Force and are not the sole providence of one officer.
- C. Official Advance Funds (OAF) - ISP directives concerning utilization of Official Advance Funds shall be followed.
- D. The Task Force shall deconflict operational details with the respective police agency sharing jurisdiction by ensuring the local agency is notified in advance of Task Force operations. Notification may be made in the form of verbal or written communication to a supervisor of the respective agency. When feasible, the local police authority may be allowed to participate in a Task Force operation. This provision may be waived if exigent circumstances do not permit notification and/or participation, or upon discretion of the Task Force Commander if the notification is not conducive to the operation.
- E. If the Task Force operates within the same jurisdiction as an area drug unit, the Task Force Commander and the area drug unit supervisor are expected to interact prior to either entity initiating a drug related investigation to avoid duplication and conflict;
- F. Cases will be prioritized by distribution potential of drugs with primary emphasis placed on quality investigations. Quality investigations will ensure that the entire

distribution potential of the trafficking network will be investigated.

- G. Assets after payment of approved operational expenses will be distributed equitably, on an annual basis, to agencies contributing members, based on "head count" of the Task Force (the contribution of one officer to the Task Force consisting of ten members would allow the parent agency a ten percent share of all assets distributed); however, an agency's share will be reduced 1/12 for each month their member is out of the Task Force after the first 30 days. *{On May 13, 2005, the Task Force Policy Board agreed by unanimous decision to waive payouts. Unless an emergency situation exists, distributions will not be made until a two year operational reserve of \$250,000.00 has been established.}*
- H. If a Task Force officer is removed from the Task Force without an immediate replacement from the parent agency, the agency will forfeit its right to any assets seized following the member's departure from the Task Force. This provision shall apply to temporary removals of 30 days or more in duration. With the majority approval of the Task Force Policy Board, an exception may be granted if the replacement of the previously assigned officer would cause undue hardship to the parent agency. The Task Force Policy Board will review such departures on a monthly basis.
- I. The Task Force will get first priority to obtain seized vehicles for use by the Task Force. If the Task Force does not wish to retain this vehicle as part of the Task Force fleet, the vehicle will be auctioned and the proceeds will be deposited to the Task Force account.
- J. As long as the Task Force is financially able to do so, they may provide a vehicle to the McLean County State's Attorney's Office for use by the drug prosecutor, and the DeWitt County drug prosecutor. All maintenance, operational costs and insurance will be the responsibility of the State's Attorney's Office.
- K. The Task Force shall maintain liability insurance coverage for Law Enforcement Liability situations where the Task Force Policy Board is sued for a wrongful act.

XI. 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 polices and/or rules of procedure.

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, State's 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 will notify the ISP Deputy Director, through the chain of command, and the chief executive of the officer's parent agency.
 2. If the complaint is of a minor nature, the inquiry may be conducted by the Task Force Commander or respective agency head.
 3. If the complaint is of a criminal nature, the Task Force Commander and the agency head may request an investigation be conducted in accordance with the Officers Bill of Rights.
 4. If a complaint is verified, the chief executive of the parent agency will implement disciplinary action as deemed necessary. In addition, if a criminal complaint is verified, the information will be forwarded to the appropriate state's attorney.

XII. TERMINATION/MODIFICATION OF AGREEMENT

Any party may withdraw from the agreement thirty 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.

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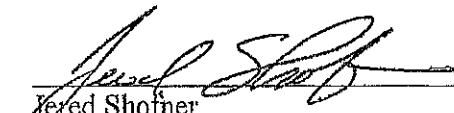
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SIGNATURE PAGE
Task Force 6
INTERAGENCY AGREEMENT
May 24, 2011 REVISION



Randall McKinley
Chief, Bloomington Police Department

Date: 12-4-11



Jared Shofner
Sheriff, DeWitt County Sheriff's Office

Date: 11/18/2011



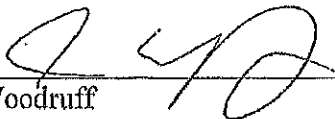
Mike Emery
Sheriff, McLean County Sheriff's Office

Date: 11/30/2011



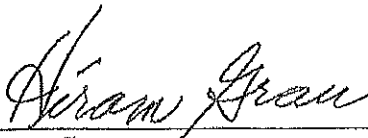
Michael J. Reidy
Chief, Clinton Police Department

Date: 11/18/11



Aaron Woodruff
Chief, Illinois State University Police Department

Date: 11/18/11



Hiram Grau
Director, Illinois State Police

Date: 12/27/11