

RESOLUTION NO. 17- 62

**RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE
LAKE COUNTY METROPOLITAN ENFORCEMENT GROUP**

WHEREAS, the Village of Antioch, Lake County, Illinois (the "Village") is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Village of Antioch recognizes that narcotics use and addiction has a devastating impact on the community, the residents and the families of those who are addicted; and

WHEREAS, The Village of Antioch and its Police Department place a high priority on enforcement efforts of narcotics laws and ordinances; and

WHEREAS, The Village of Antioch desires to enhance local enforcement efforts through a collaborative, multi-jurisdictional approach through the Lake County Metropolitan Enforcement Group; and

WHEREAS, participation in the Lake County Metropolitan Enforcement Group is facilitated through an Intergovernmental Agreement with said Group;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE MAYOR AND VILLAGE BOARD do hereby authorize the Village Administrator to execute the Intergovernmental Agreement with the Lake County Metropolitan Enforcement Group.

ADOPTED by the Mayor and Village Board of Trustees of the Village of Antioch, Lake County, Illinois, this 9th day of October, 2017.

AYES: 5: Jozwiak, Pierce, Dominiak, Johnson and Macek.

NAYS: 0.

ABSENT: 1: Poulos.


Lawrence M. Hanson, Mayor

ATTEST:


Lori K. Romine, Clerk





August 30, 2017

Antioch Police Department
Chief Steve Huffman
433 Orchard Street
Antioch, IL 60002

I wanted to thank you for your interest and forthcoming participation in the Lake County Metropolitan Enforcement Group. We look forward to working with you and the members of your department in our ongoing and mutual mission to serve the citizens of our county in the efforts of drug enforcement.

Enclosed is the LCMEG Intergovernmental agreement which requires your signature and return to our office. Again, I thank you for your interest and support of this unit, and anticipate a long and mutually rewarding relationship.

Sincerely,

Director Chris Sullivan
LCMEG

INTERGOVERNMENTAL AGREEMENT

I PURPOSE:

In order to combat the multi-jurisdictional illegal trafficking of narcotics, controlled substances and dangerous drugs, street gang activity and weapons violations, the undersigned law enforcement agencies hereby agree to pool and integrate law enforcement resources into the Lake County Metropolitan Enforcement Group (hereafter referred to as "LCMEG"), to coordinate the enforcement drug laws without regard to jurisdictional boundaries within Lake County and surrounding counties and to cooperate with State and Federal enforcement groups.

II AUTHORITY:

This Agreement is entered into by the undersigned pursuant to Article VII, Section 10, of the 1970 Constitution of the State of Illinois; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and, the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/1 *et seq.*

III ORGANIZATION:

A. Policy Board

The undersigned agree that effective use of its personnel, in the enforcement of drug laws, requires that a Policy Board shall be established. The LCMEG Policy Board shall be composed of an elected public official, or his designee, and the chief law enforcement officer, or his designee, from each participating law enforcement agency. The Policy Board shall supervise and oversee the operations of LCMEG and make such reports to the Director of the Illinois State Police as that Department may require. Consonant with the expressed legislative intent in the Intergovernmental Drug Law Enforcement Act, the Policy Board shall determine that LCMEG operations are limited exclusively to enforcement of drug laws of this State of sister states or of the United States.

The Policy Board shall be subject to and shall be governed by certain By-laws, a copy of which are attached hereto as Exhibit A and incorporated herein by this reference, as amended from time to time.

B. Fiscal Officer

An elected official of a participating unit of local government shall be designated Fiscal Officer for LCMEG by appointment of the Policy Board. The Fiscal Officer shall function as the sole Fiscal Officer for all participating agencies in LCMEG. The Fiscal Officer shall receive and disburse grant funds for the operation of LCMEG, but at no time shall 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 LCMEG. The Director of the Illinois State Police shall monitor LCMEG and determine its eligibility to receive State funding.

Personnel salaries, the cost of leased vehicles and equipment contributed by participating units shall be considered in determining the amount of State contribution under the grant.

C. Operating Director

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

IV OPERATIONS

A. Each participating unit of local government shall contribute to LCMEG as follows:

1. A police agency employing twenty six (26) or more sworn officers shall assign a minimum of one (1) officer to LCMEG.

2. A police agency employing less than twenty six (26) sworn officers shall provide an annual pro-rated contribution based on six hundred dollars (\$600) (subject to a yearly increase based upon the consumer price index) per sworn officer employed by that police agency. Said contribution shall be computed on an annual fiscal period commencing on July 1st and terminating on June 30th.

3. A part time police agency shall provide a flat rate contribution of \$1800.00 computed on an annual fiscal period commencing on July 1st and terminating on June 30th.

B. The Director of the Illinois State Police hereby agrees to appoint as Inspectors, pursuant to the authority of Illinois Compiled Statutes, 20 ILCS 2620/4 (1998), sworn members of participating units which are recommended to him by the LCMEG Policy Board. Such appointment shall be given for the limited purpose of exercising powers as a sworn officer without regard to jurisdictional boundaries as provided in this agreement, and shall not be considered as an appointment of such person as an employee of the Illinois State Police, or for any other reason.

C. A sworn law enforcement officer who is recommended by the Policy Board and appointed as an Inspector shall continue to be an employee of the participating unit and shall be compensated, by the unit, in accordance with their regular procedures.

D. Personnel contributed by participating units who are not sworn law enforcement officers shall continue to be regular employees of the participating units and shall be compensated in accordance with their regular procedures.

E. All personnel rules applicable to an employee of a participating unit shall continue to apply to such employee if the employee is assigned to perform services for LCMEG pursuant to this agreement.

Non-sworn personnel employed by the LCMEG shall be subject to the rules and regulations promulgated pursuant to the terms of this agreement and such other regulations which may be promulgated by LCMEG or the Illinois State Police.

F. Each unit of government shall provide gasoline for one vehicle per officer of that unit assigned to LCMEG.

G. LCMEG shall keep in force at all times during the term of this agreement liability insurance of not less than \$1,000,000 per occurrence to protect against liabilities arising out of the operation of LCMEG operations. The required insurance may be provided through a self-insured intergovernmental risk pool. LCMEG shall provide each participating unit of local government with a certificate of insurance evidencing the required insurance coverages. Any police officer assigned to LCMEG shall also be afforded defense and indemnification as provided in the State Employee Indemnification Act, 5 ILCS 350/0.01, et seq.

H. The units of local government reserve the right to temporarily recall any sworn law enforcement officer or other personnel assigned to LCMEG and to permanently withdraw from LCMEG in the units' sole discretion as defined in VII Cancellation in writing to LCMEG. If that person is grant funded, the grant funds will be adjusted and subtracted the monies for the days not at LCMEG.

V FISCAL YEAR:

The fiscal year of LCMEG shall commence on July 1st and terminate on June 30th of each year.

VI EQUAL EMPLOYMENT OPPORTUNITY:

The undersigned participating units of local government are Equal Opportunity Employers and agree to subscribe to and comply with any and all laws, rules and regulations pertaining to Equal Opportunity, and further agree to abide by the rules and regulations of the Equal Opportunity Commission (EEOC) and the Illinois Fair Employment Practices Commission (FEPC).

VII CANCELLATION:

This agreement may be cancelled at any time by written agreement of a majority of all participating units of local government herein named. In such event, the material benefits realized from the liquidation of any and all of its assets shall be divided among the participants on a pro rata share after all such claims against LCMEG have been satisfied. The pro rata share to which each participant shall be entitled shall be calculated as the percentage of the net

liquidation proceeds based upon the apportionment among the participants of the total contributions made to LCMEG; provided, however, that any personal property contributed by a member shall remain the property of that member. Individual members may withdraw from this agreement at any time by written declaration to the Policy Board provided that all signatories to this agreement shall maintain their initial contributions of personnel for a minimum period of 12 months.

VIII MISCELLANEOUS:

This agreement shall replace existing Intergovernmental Agreements of each LCMEG participant on the date of its execution by each of the said participants hereto undersigned and remain in force until termination as provided herein.

IX. EFFECTIVE DATE:

This agreement shall become effective when subscribed by two or more participating units of local government.

X. RADIO MAINTENANCE:

The Illinois State Police agrees to maintain all automobile radios assigned to LCMEG vehicles.

XI. VEHICLES:

The Operating Director shall make available at the earliest feasible time, a seized/purchased vehicle for each sworn officer assigned to LCMEG as needed, and release any vehicle contributed by a participating unit to that unit.

PARTICIPATING AGENCY SIGNATURE

DATE

LAKE COUNTY MEG DIRECTOR SIGNATURE

DATE



Amendment authorizing participation by the Antioch Police Department on a limited basis in the Lake County Metropolitan Enforcement Group ("LCMEG") pursuant to the intergovernmental agreement.

Antioch Police Department has agreed to assign an officer to the "LCMEG" for three (3) consecutive days per week. This part time membership is considered temporary. All portions of the Intergovernmental Agreement apply to Antioch Police Department, with exception of membership. Inspector assigned to LCMEG will work three consecutive days each week and be assigned a vehicle during those days of work. The Antioch assigned Inspector will receive all necessary training and indemnification. The inspector will also be covered under the LCMEG insurance policy.

This amendment will be reviewed by both parties on a yearly basis, coinciding with the Inspector's anniversary date.

ANTIOCH POLICE DEPT

Participating Agency

Date

Signature for approval by Antioch

Signature agreement by LCMEG Director