

RESOLUTION NO. R-2018-08

**A RESOLUTION AUTHORIZING EXECUTION OF THE  
NARCOTICS AND CURRENCY INTERDICTION TASK FORCE AGREEMENT  
(NARCINT)**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, the “*Intergovernmental Cooperation Act*,” 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, Section 5 of the “*Intergovernmental Cooperation Act*,” 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the Mayor and the City Council have determined that it is in the best interests of the City of Wheaton and its residents to enter into an intergovernmental agreement to pool resources to protect residents from illegal activity including the trafficking of narcotics, dangerous drugs and money laundering.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers as follows:

**SECTION 1:** The Mayor of the City is authorized to execute, and the City Clerk is directed to attest to the agreement for participation in the Narcotics and Currency Interdiction Task Force (NARCINT), with said agreement attached and incorporated as Exhibit A.

**SECTION 2:** That City staff is authorized to implement the NARCINT agreement in conformance with its terms.

ADOPTED this 5<sup>th</sup> day of February 2018.

  
Mayor

ATTEST:

  
Sham Bennett Togn  
City Clerk

Roll Call Vote

Ayes:  
Councilman Suess  
Councilwoman Fitch  
Councilman Prendiville  
Mayor Gresk  
Councilman Rutledge  
Councilman Scalzo

Nays: None  
Absent: Councilman Barbier  
Motion Carried Unanimously

**NARCINT TASK FORCE  
INTERAGENCY AGREEMENT**

**FY 2018**

The undersigned public agencies, charged with the duty of enforcing the law and protecting their citizens from illegal activity including the trafficking of narcotics, dangerous drugs and money laundering recognizing that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime within 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: The Illinois State Police, Chicago Police Department, Bedford Park Police Department, Posen Police Department, Carol Stream Police Department, Morton Grove Police Department, Countryside Police Department, Chicago Ridge Police Department, Broadview Police Department, Willowbrook Police Department and any future agency joining the task force.

**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 Narcotics and Currency Interdiction Task Force hereinafter known as NARCINT. NARCINT will direct its primary enforcement efforts in the following areas:

- A. Domestic Highway Enforcement on Illinois Interstate highways and freeways;
- B. Covert and overt investigations concerning individuals engaged in illicit criminal activities in the NARCINT area with specific emphasis on drug enforcement and money laundering activities;
- C. Assist local, state, county and federal agencies with case development for those

investigations that are beyond the capabilities of the requesting agency and/or those investigations that indicate high to mid-level drug trafficking organization criminal enterprises;

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

#### IV. COSTS

The parties agree that personnel appointed to NARCINT will remain employees of their respective components of government for payroll purposes. NARCINT will supply necessary equipment items, including computers, vehicles and reimbursement for overtime at an agreed amount per calendar year.

All expenses incurred by NARCINT will be the responsibility of NARCINT and not the individual police agencies.

#### V. LIABILITIES/INSURANCE

- A. For purposes of representation and indemnification, NARCINT personnel appointed as Inspectors by the director of the State Police 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 all NARCINT Inspectors while engaged in NARCINT 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 20 ILCS 405/405-105 will provide liability insurance coverage to the extent permitted by law, to any NARCINT Inspector or State Police 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)

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

- A. Training in proactive enforcement techniques and covert investigative methods.
- B. Specialized equipment as available, and/or communications devices/components.
- C. Appointment of qualified 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 NARCINT officer must be surrendered to ISP upon termination of the officer's affiliation with NARCINT or upon

dissolution of the Task Force.

- D. Conduct background investigation on candidates submitted for appointment as "Inspector" to NARCINT.

#### VII. NARCINT ADVISORY BOARD

- A. Membership on NARCINT's Advisory Board shall consist of the chief law enforcement executive or his/her designee from each of the participating agencies. The Commander of ISP Zone 1 Investigations, or his/her designee, will be the Chair of the Advisory board. The Advisory Board will be responsible for recommending unit strategy.
- 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 officers to be submitted as candidates to NARCINT will be screened by the submitting/parent agency and the NARCINT Director for assignment suitability. The final determination will rest with the NARCINT Director.
- D. The Advisory Board shall normally meet on a quarterly basis, but at least once a calendar year. The NARCINT Director will provide the Advisory Board with a synopsis of the general operations of NARCINT and case updates as appropriate.
- E. When there is a vacancy in NARCINT for the Illinois State Police Task Force Director's position, the Illinois State Police is responsible for designating a replacement.
- F. NARCINT will be responsible for furnishing vehicles to its task force officers. NARCINT will assume insurance and maintenance costs for assigned vehicles.

#### VIII. OPERATIONAL PROCEDURES

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

- A. The NARCINT Director will be an ISP officer acting under the direct supervision of the Zone 1 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 NARCINT Advisory Board annual activity reports and periodic summarization of activities and public awareness efforts.
- Making recommendations to the ISP Zone 1 Command regarding NARCINT members' personnel action requests, i.e., annual leave, training and transfers, etc.
- Ensuring all ISP NARCINT officers are evaluated annually. This evaluation will be shared with the officer's parent department.

B. All NARCINT Members will be full-time police officers from ISP or local agencies under the supervision of the NARCINT Director. These officers shall:

- Have completed the appropriate training as required by law, prior to their appointment to NARCINT, and must not be subject to any current or 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 or enter any establishment or place of business where the principal business is the sale of alcoholic 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
- Direct requests for annual leave to the NARCINT Director, who will coordinate the request with the respective parent agency.
- 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 NARCINT, and shall again submit to drug testing upon their departure from the NARCINT.

## IX. OTHER OPERATIONAL CONSIDERATIONS

- A. Report Writing - ISP report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by NARCINT.
- B. Policy - The Illinois State Police Directives, including the Confidential Source and Official Advanced Funds policies, will govern task force operations. It is further understood that all file Confidential Sources (Informants) developed by NARCINT are shared by NARCINT and are not the sole providence of one officer.
- C. The distribution and sharing of assets seized or proceeds awarded shall be handled as follows:
  1. Each signatory police agency including NARCINT shall receive an appropriate share of the assets seized or proceeds, in compliance with the Equitable Sharing guidelines set forth by the Department of Justice (DOJ), Criminal Division, Asset Forfeiture and Money Laundering Section (AFMLS) and contained within 725 ILCS 150 Drug Asset Forfeiture Procedure Act, and 720 ILCS 5/29B-1 (Money Laundering). The police agencies that have affixed their signatures below agree that all assets seized NARCINT, governed by the policy board or their designee and solely based on participation or assets contributed by each of the police agencies involved in the investigation and listed on sharing sheets.
  2. Sharing sheets are documents created by the NARCINT Director or his designee which reflects a percentage number of the funds each agency will receive after court jurisdictional adjudication is completed including appeal period. The sharing sheets will be maintained in each of the case files by NARCINT and by the Illinois State Police Asset Forfeiture Section Administrator in their filing system.
  3. If a non-signatory police agency makes a significant contribution to the investigation that led to the asset seizure, that agency may receive a share of the proceeds in proportion to its investigative contribution, as determined by quantitative and qualitative measures. This paragraph shall apply to any non-signatory police agency that has officers assisting NARCINT.
  4. With regard to adoptive seizures, the police agency (whether signatory or non-signatory) that seizes the asset and refers it to NARCINT, shall receive an appropriate share of the proceeds, based on quantitative and qualitative measures, namely, they were the seizing agency. The remaining proceeds shall be distributed appropriately among the non-seizing signatory police agencies as detailed above in Paragraph 1, 2, and 3.

- D. If an Officer is removed from NARCINT without an immediate replacement from the parent agency, the agency will forfeit its right to any assets seized following the member's departure. This provision shall apply to removals of 30 days or more in duration. An exception may be granted if the replacement of the previously assigned officer would cause undue hardship to the parent agency.
- E. NARCINT will get first priority to obtain seized vehicles and/or equipment for use by the Unit. If NARCINT does not wish to retain a vehicle and/or equipment as part of the NARCINT fleet and/or its inventory, the vehicle and/or equipment may be offered to the other signatory agencies at the discretion of the NARCINT Director. If no agency wants the vehicle and/or equipment, it will be auctioned and the proceeds will be deposited to the appropriate seized funds account and distributed per Section IX, Paragraph C, of this agreement.

## X. MISCONDUCT

- A. Misconduct by officers of NARCINT shall include the following:
  - 1. Commission of a criminal offense.
  - 2. Neglect of duties.
  - 3. Violation of NARCINT policies 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 NARCINT officer, the following procedures will be initiated:
  - 1. The NARCINT Director 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 NARCINT Director or the respective agency head.
  - 3. If the complaint is of a criminal nature, the NARCINT Director 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 a prosecuting authority.

NARCINT INTERAGENCY AGREEMENT

**XI. TERMINATION/MODIFICATION OF AGREEMENT**

Any party may withdraw from this agreement upon providing thirty (30) days 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. However, the addition or removal of a party to this agreement shall be at the sole discretion of the ISP Director or his/her designee and shall not require written approval by all parties.

**XII. COUNTERPARTS**

This agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

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