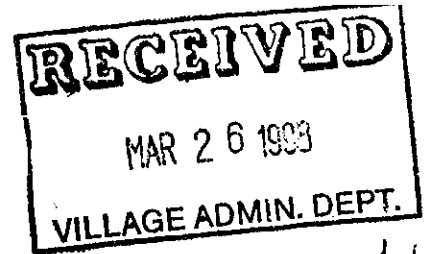


LOMBARD POLICE DEPARTMENT



**TO:** Tom Bayer  
Village Attorney

**FROM:** Leon R. Kutzke  
Chief of Police

**DATE:** March 26, 1998

**SUBJECT:** DuPage County Chiefs of Police Major Crimes Task Force

Attached is a copy of guidelines for a Major Crimes Task Force being formed by the DuPage Chiefs of Police Association under the provisions of the DuPage County Intergovernmental Police Service Assistance Agreement. It has been recommended by the association that those agencies participating, pass a resolution adopting the guidelines pursuant to Section 7 of the Police Service Agreement.

Please review these guidelines and the agreement. With your review and approval, I will place this item on the agenda for Village Board approval.

  
LEON R. KUTZKE  
Chief of Police

LRK/jz

cc: Bill Lichter ✓

## **DuPage County Chiefs of Police Major Crimes Task Force**

### **Membership and Operating Authority**

The DuPage County Chiefs of Police Major Crimes Task Force (MCTF) is hereby established and operates under the auspices of the existing DuPage County Mutual Aid Agreement.

- A member agency can be any law enforcement agency in DuPage County, including the DuPage County State's Attorneys Office, DuPage County Sheriff's Office, DuPage County Coroner's Office, and the Illinois State Police (and any duly authorized federal law enforcement agency with the approval of the member agencies).

### **Mission and Purpose**

- The mission of the DuPage County Chiefs of Police, Major Crimes Task Force is to promote county-wide public safety and enhance the ability of all law enforcement agencies in DuPage County to solve major crime through resource sharing, partnership building and joint, cooperative, consistent training and application of investigative and enforcement methodology.
- The purpose of the MCTF is to provide member agencies with highly competent and comprehensive investigative, crime scene, evidence collection, analysis and technical assistance relative to incidents of major crime; when requested by the chief executive of the originating law enforcement agency and jurisdiction.
- This purpose is, and will be, consistent with the philosophy and practice of sharing resources, expertise and trained personnel for maximum benefit to all agencies in the county.

### **Scope**

- The scope of the MCTF will be limited to the investigation of major crimes, pursuant to a formal request by the chief of police, or chief executive officer, of the originating jurisdiction.
- Major crimes are defined as:
  1. Homicide or attempted Homicide
  2. Kidnapping; non-parental
  3. Serial arson, rape or sexual assault
  4. Police involved shooting or deadly force incident
  5. Other exceptionally heinous offenses

## - ADMINISTRATION -

### **Board of Directors**

- The administration of the MCTF shall be governed by the Board of Directors, which is made up of the chief executive of each member agency. The State's Attorney's Office, the Sheriff's Department, Coroner's Office, and the Illinois State Police may delegate a representative to serve on the Board. That representative must be a ranking member with supervisor or command authority.
- The Board of Directors will select, by vote of each member, an Executive Board - for the administration of the MCTF. A simple majority of the Board shall constitute a quorum for voting purposes.
- The responsibilities of the Board of Directors will include:
  - appointment of a chairman, secretary, treasurer, and executive board;
  - establishment of fiscal control and oversight.

### **Executive Board**

- The responsibilities of the Executive Board include :
  - reviewing new applications for membership;
  - making final decisions on issues of unresolved controversy;
  - making final decisions regarding withdrawal of MCTF from an investigation at the request of the MCTF Commander, and with input from Board of Directors;
  - review and determine MCTF manpower needs;
  - determine who will function as MCTF legal adviser;
  - determine who will function as MCTF Commander and Assistant Commander with input from the Board of Directors
  - screen and select members of MCTF team and set qualifications and standards with input from Board of Directors
  - determine training needs;
  - meeting on a quarterly basis.

## **Chairman**

- The Chairman of the Board shall be appointed annually by a majority vote of the Board of Directors. The Chairman will:
  - set dates, times and places of board meetings;
  - set agenda for meetings;
  - contact Executive Board members upon the activation of MCTF;
  - contact Executive Board members upon the deactivation of the MCTF;
  - call meetings to deal with emergencies or resolve controversy.

## **Secretary**

- The Secretary will be appointed annually by a majority vote of the Board of Directors and will serve as Chairman in the Chairman's absence. The secretary will:
  - record, maintain and distribute all documents and minutes relevant to all Board of Directors and Executive Board meetings;
  - maintain records of all training and other MCTF events, including activation.

## **Treasurer**

- The Treasurer shall be appointed annually by a majority vote of the Board of Directors. The Treasurer will:
  - maintain an accurate account of all MCTF funds;
  - make payment for all financial obligations as directed by the Executive Board;
  - maintain any financial statements and submit statements to the Board and Executive Board.

## **Commander**

- The MCTF Commander shall be appointed by the Executive Board and will meet all qualifications and standards set by the Board. The Commander will serve in that capacity until removed by his/her member agency or the Board of Directors. The MCTF Commander will:
  - be responsible to the Executive Board for all activities not involving an investigation for which the MCTF has been activated. Those activities include administrative duties, MCTF personnel issues, MCTF fiscal issues or expenditures, training issues and reports to the Board regarding the activities of the MCTF;

- be responsible to the Chief Executive Officer of the agency activating the MCTF for all activities related to that investigation;
- coordinate and fully cooperate with the originating agency in all matters relative to an investigation, including the method and direction of the investigation and any media contact.

### **Assistant Commander**

- The MCTF Assistant Commander shall be appointed by the Executive Board of Directors and will meet all qualifications and standards set by the Board. The Assistant Commander will serve in that capacity until removed by his/her member agency or the Board of Directors. The Assistant Commander serves as MCTF Commander in the Commander's absence. The Assistant Commander will:
  - be responsible to the Executive Board for all activities not involving an investigation in which the MCTF has been activated.
  - assist the Commander with his/her responsibilities and maintain organizational consistency and complete cooperation with Commander relative to his/her responsibilities.
  - be responsible to the Commander for all activities relating to an investigation in which the MCTF has been activated.

### **Investigative Control**

- The MCTF Commander and all MCTF personnel will fully coordinate and cooperate with the Chief Executive of the originating agency and with his or her designees.
- In like manner, the Chief Executive of the originating agency will direct all his/her personnel to cooperate with, communicate with and coordinate with MCTF personnel.
- The MCTF will not operate in a manner that is contrary or at cross purposes with the direction set by the Chief Executive of the originating agency.
- In like manner, the Chief Executive of the originating agency is required to review investigative options and direction with the MCTF Commander and the State's Attorney's Office in a cooperative effort to achieve maximum results and successful outcomes.
- All media contacts will be made by or approved by the Chief Executive of the originating agency.
- The responsibility for final decisions relative to the direction of the investigation rests with the Chief Executive of the originating agency - after consultation with the MCTF Commander and the DuPage County State's Attorney's Office.
- In all cases in which the MCTF is activated, the Chief Executive of the originating agency must assign qualified members of his or her agency to work with the MCTF as a member, advisor or liaison to the MCTF team.

## - OPERATIONS -

### Personnel

#### **Selection and Appointment**

- Each member agency shall submit the names of at least two qualified persons to the Executive Board for selection as a MCTF team member
- Appointment of team members will be made by the Executive Board with the advice and consent of the Board of Directors
- The Executive Board may appoint highly qualified civilian personnel with a particular specialty (e.g. analysts, crime scene technicians, etc.) to become MCTF team members.
- The Executive Board, after consultation with the Board of Directors will appoint a Personnel Screening and Selection Committee to conduct inquiries into the qualifications and background of each candidate for team membership.
- Each member agency will assign a vehicle and other necessary equipment to team members of that agency upon, and for the duration of, a MCTF activation.

#### **Withdrawal or Removal of Personnel**

- No member agency will withdraw a team member from the MCTF without written notice to the Executive Board at least 30 days prior to the time of withdrawal.
- Upon the withdrawal of a team member, the member agency will submit to the Executive Board a minimum of two additional qualified candidates for screening and selection for team membership.
- A team member may be removed by the Executive Board or member agency in the event of misconduct, malfeasance, or other exigent circumstance. This will be done with consultation and advice of the Board of Directors.

### Activation

- The MCTF may be activated at the request of the Chief Executive Officer or authorized designee of a member agency, consistent with the guidelines indicated in the section entitled "Scope".

## **Time Frame**

- Request for MCTF activation will be made by the Chief Executive Officer of a member agency, or his/her designee, to the Chairman of the Executive Board or a MCTF Commander, relevant to availability.
- The request for activation will be made within six(6) hours of the discovery of the event requiring MCTF assistance.
- It is understood that in all cases this may not be possible; however, the member agency will at all times make a good faith effort to abide by this policy.
- When near immediate notification is not possible, the member agency will request activation as soon as practicable and at the earliest possible time.
- In the above circumstances, the Executive Board and MCTF commander will confer and make a good faith effort to honor the member agency request.
- All member agencies agree that mutual cooperation is necessary; however, the Executive Board will retain the absolute right of refusal when, in its judgement, MCTF activation is impractical or ill advised.

## **Activation Process and Length**

- If the request for activation of the MCTF is made to the MCTF Chairman, the Chairman will immediately contact the MCTF Commander, or designee, for activation. The Chairman will be responsible for the notification of Executive Board members.
- If the request for activation is made to the MCTF Commander, the Commander will immediately activate the MCTF and then contact the Chairman.
- The Chief Executive Officer and Investigative Commander of the requesting member agency, along with the MCTF Commander, will take necessary appropriate steps to facilitate the return, of MCTF personnel to their respective agencies without negatively impacting the investigation.
- The originating requesting agency will be the designated lead agency and will, at all times, put forth maximum effort while participating in, and directing, the investigation.
- During the first week of an investigation the MCTF Commander will update and confer with the Chairman and Chief Executive of the originating agency to determine whether MCTF team personnel shall be maintained or reduced. After one week the Executive Board will review the activities of the MCTF. Executive Board approval is required for the MCTF to remain activated beyond the first week. Should the MCTF team remain activated beyond the first week, the commander and Chairman will conduct periodic reviews with the Chief Executive of the originating agency to determine the necessity of continued MCTF involvement and activity.

## Deactivation

- A member agency may suggest deactivation upon consultation with the originating agency, the Chairman, and the MCTF Commander. If the decision is made to deactivate the MCTF, the Commander will take steps to release team members to their agencies as soon as possible.
- The Chief Executive Officer of the originating agency may deactivate the MCTF at his/her discretion.
- In the event that the MCTF Commander desires to deactivate the MCTF team, and the Chief Executive Officer of the originating agency desires to maintain the team in place, the Executive Board will meet and confer, and determine that the MCTF team:
  - will remain fully intact and assigned to the investigation
  - will be reduced in number
  - will be deactivated

## Training

- Each member of the MCTF team will attend at least one training session per month. These training sessions will be coordinated and scheduled by the MCTF Commander.
- The MCTF Commander will be responsible for documenting attendance at training sessions. A significant extenuating circumstance, approved by the Chief Executive Officer of the team members agency, may excuse a team member from a training session. An unexcused absence from a training session may disqualify a team member from continued team membership.
- The decision on disqualification will be made by the Executive Board after consultation with the MCTF Commander.
- The secretary, with input from the MCTF Commander, will be responsible for the maintenance of training records and information including:
  - training curriculum - subject matter
  - instructor
  - dates of training
  - times of training
  - attending personnel
  - absent personnel

## Media Releases

- The Chief Executive Officer of the originating agency will be responsible for determining the content of, and who will make, any and all releases to the media. Any MCTF team member who releases information in any manner to the media, without prior approval from the originating agency Chief Executive Officer, is subject to removal from the investigation by the originating agency Chief Executive or the MCTF Commander.



- No member of the Board of Directors will issue any media releases regarding any investigation without approval of the Chief Executive Officer of the originating agency.
- All member agencies of the MCTF understand that the MCTF is a supportive organization. With this in mind, no member agency will release information regarding an inactive investigation without prior approval from the Chief Executive Officer of the originating agency. Release of such information by a team member or member agency may cause removal of team members or member agencies, with majority vote of the entire Board of Directors.

### Funding

- It will be the decision of the Board of Directors to establish specific funding for the operation of the MCTF, as needed.
- If specific designated funding is necessary, each member agency will contribute equally to the Operational Fund established for the MCTF.
- Operational expenses during an activation (i.e. personal services, vehicles, and equipment) will be borne by each member agency relative to its personnel as MCTF team members.
- Any extraordinary expenses incurred during the course of an investigation will be borne by the originating agency which requested MCTF activation.

### Equipment

- Equipment for use by the MCTF may be donated by any member agency or other entity.
- Any equipment donated by a member agency or other entity will remain in the ownership of said member agency or other entity. An inventory of said property and identity of donor will be maintained by the secretary and available to the MCTF Commander.
- Any equipment purchased by the MCTF will remain under the control of the MCTF Commander, who will provide an MCTF inventory number, pertinent descriptive information and service log.
- All above-mentioned equipment will be used solely for MCTF investigative or training purposes.
- Member agencies will provide their MCTF team members with:
  - an unmarked vehicle, upon activation
  - numeric pager
  - flashlight
  - firearm and handcuffs (may be department or personally owned)

## Investigative Documentation

- The Executive Board, MCTF Commander, and Assistant Commander will design a MCTF reporting system, consistent with accepted police practice, in major case investigations.
- The originating agency will be responsible for maintenance and storage of:
  - all investigative reports
  - all evidence
  - all investigative notes
  - computer software containing relevant investigative data and files
- The originating agency will be responsible for determining what information is released and to whom.
- No investigative information will be released to any entity without expressed permission of the originating agency, Chief Executive Officer, or his/her designee.

## INTERGOVERNMENTAL POLICE SERVICE ASSISTANCE

AGREEMENT

The undersigned municipalities, pursuant to Article VII, Section 10 of the Illinois Constitution, Chapter 127, Sections 741-748 and Chapter 24, Sections 1-4-6 and 11-1-2.1 of the Illinois Revised Statutes, agree as follows:

Section 1. Purpose of Agreement

It is recognized that in certain situations the use of police officers to perform police duties outside of the territorial limits of the Municipality where such officers are legally employed, may be desirable and necessary in order to preserve and protect the health, safety and welfare of the public.

Section 2. Authorization

Intergovernmental Police Service and Assistance may be provided between and among Municipalities during those times of emergency and routine police work, when mutual aid would best serve the interests of each participating Municipality and its residents.

Section 3. Power and Authority

(a) Each participating Municipality does hereby authorize and direct its Chief of Police or his designee to render and request mutual police aid to and from other participating Municipalities to the extent of available personnel and equipment not required for adequate protection of the Municipality rendering aid. The judgment of the Chief of Police or his designee of each Municipality rendering aid, as to the amount of personnel and equipment available, shall be final.

(b) Police officers who shall be commanded by their superior authority to maintain the peace or perform police duties outside the territorial limits of the Municipality which regularly employs such officers shall be under the direction and authority of the Chief of Police or his designee of the member Municipality requesting aid. Such officers shall in turn be under the direction and authority of the local commanding police officer of the Municipality to which they are called to perform police and peace duties, and shall be peace officers thereof. They shall have all powers and authority of police and peace officers as provided by law, including the power of arrest.

#### Section 4. Compensation

(a) Cooperative police service and assistance shall be rendered without charge to a participating Municipality during the normal conduct of police business.

(b) Cooperative police service and assistance that will result in unusual and burdensome costs to the assisting Municipality shall be reimbursable by the Municipality receiving such assistance by agreement between those municipalities before those costs are incurred. Whenever a Municipality anticipates such unusual or burdensome costs in assisting another Municipality under this Agreement, it shall inform the Municipality to receive assistance of those anticipated unusual and burdensome costs, so that an agreement for reimbursement can be reached. No assisting Municipality shall be obligated hereunder to incur unusual and burdensome costs without such agreement for reimbursement.

#### Section 5. Indemnification

Each Municipality requesting aid under this Agreement shall indemnify any Municipality, or employee thereof, rendering aid, for any liability arising out of any personal injury caused

by any employee involved in rendering aid, including false arrest, detention or imprisonment, wrongful death, malicious prosecution, defamation, assault and battery, invasion of privacy, failure to protect, deprivation of civil rights, trespass or pain and suffering; except that there shall be no indemnification for any liability arising out of any willful misconduct of any employee.

Section 6. Liability

All wage and disability payments, pension and workmen's compensation claims, damage to equipment and clothing and medical expense shall be paid by the Municipality regularly employing such police officer.

Section 7. Rules and Regulations

The Police Chiefs of the participating Municipalities may establish uniform rules and regulations concerning the method, type and level of response to a request for aid, and the conduct of officers while rendering aid. A copy thereof shall be filed with the Clerk of each member Municipality. The rules and regulations may be revised and amended from time to time by those Police Chiefs upon their agreement, and a copy of each revision or amendment shall be filed with the Clerk of each member Municipality. These rules and regulations shall be binding upon each of the Municipalities and violation thereof, at the option of a majority of the other Municipalities, shall result in loss of the rights and privileges of the violator under this Agreement.

Section 8. Effective Date of Agreement

This Agreement shall be in full effect and legally binding upon such time as signed and certified by two (2) Municipalities.

Section 9. Termination of Agreement

a. This Agreement shall remain in full force and effect until each participating Municipality withdraws from this Agreement. Any participating Municipality may withdraw from this Agreement at any time, at its option, by resolution of its Board or Council.

b. Copies of such resolution shall be filed with the Clerk of each participating Municipality within thirty (30) days of passage.

IN WITNESS WHEREOF, this Agreement has been duly executed by the officials of the following Municipalities.

ATTEST: VILLAGE OF \_\_\_\_\_  
By: \_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Village Clerk

ATTEST: VILLAGE OF \_\_\_\_\_  
By: \_\_\_\_\_  
President/Mayor  
\_\_\_\_\_  
Village Clerk

ATTEST: VILLAGE OF \_\_\_\_\_  
By: \_\_\_\_\_  
President/Mayor  
\_\_\_\_\_  
Village Clerk

ATTEST: VILLAGE OF \_\_\_\_\_  
By: \_\_\_\_\_  
President/Mayor  
\_\_\_\_\_  
Village Clerk

ADDISON  
543-4100

passed 3/1/82

AURORA  
892-8811

BARTLETT  
837-0800

Passed 9/2/80

BENSENVILLE  
766-8200

Passed 9/18/80

BLOOMINGDALE  
893-7000

Passed 10/27/80 (need Resub.)

BOLINGBROOK  
759-0400

Passed 10/21/80

BURR RIDGE  
325-0420

Passed (Rev'd 4/16/81)

CAROL STREAM  
665-7050

Passed 7/22/80

CLARENDON HILLS  
323-3500

Passed 10/20/80

DARIEN  
852-5000

Passed 7/7/80

DOWNERS GROVE  
964-0300

Passed 7/28/80

ELMHURST  
530-3000

Passed 7/8/80

GLENDALE HEIGHTS  
260-6000

Passed 9/19/80

GLEN ELLYN  
469-5000

Passed 7/14/80

HANOVER PARK  
837-3800

Passed 8/21/80