

**ACCEPTANCE AND AGREEMENT OF TERMS FOR PARTICIPATION IN THE
NORTAF BURGLARY TASK FORCE**

This ACCEPTANCE AND AGREEMENT OF TERMS FOR PARTICIPATION IN THE NORTAF BURGLARY TASK FORCE (“Acceptance”) is made and entered into as of this _____ day of 2024 (“*Effective Date*”) by _____ [NAME OF MUNICIPALITY], an Illinois municipal corporation (“*Municipality*”).

RECITALS:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and Sections 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), authorize and encourage intergovernmental cooperation among law enforcement agencies to respond to, investigate, and solve crimes; and

WHEREAS, in 1997, the City of Evanston, Illinois, and the Villages of Glencoe, Glenview, Kenilworth, Lincolnwood, Morton Grove, Niles, Northbrook, Northfield, Skokie, Wilmette, and Winnetka, Illinois (collectively, “*Members*”) entered into that certain Intergovernmental Police Assistance Agreement (“*Original Agreement*”) to form the North Regional Major Crimes Task Force (“*NORTAF*”) to provide for cooperation amongst the Members when a law enforcement incident or investigation necessitates additional resources, equipment, and personnel; and

WHEREAS, the Original Agreement was 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; and

WHEREAS, in 2020, the Members amended and replaced the Original Agreement with that certain Amended and Restated Intergovernmental Police Assistance Agreement (“*Agreement*”) to more efficiently set forth the terms by which NORTAF is governed; and

WHEREAS, NORTAF is governed by a Board of Directors (“*Board of Directors*”); and

WHEREAS, the Agreement provides that Board of Directors may establish subunits to address different types of crimes (“*Task Forces*”); and

WHEREAS, as of the Effective Date of this Acceptance, NORTAF consists of the following Task Forces: (i) the NORTAF Violent Crimes Task Force; (ii) the NORTAF Major Crash Assistance Team; and (iii) the NORTAF Burglary Task Force (“*Burglary Task Force*”); and

WHEREAS, pursuant to Section 8.C of the Agreement, law enforcement agencies that are not members of NORTAF (“*Partner Agencies*”) may join the Burglary Task force upon the approval by a two-thirds vote of the Board of Directors upon terms and conditions determined by the Board of Directors; and

WHEREAS, the Burglary Task force allows members and Partner Agencies to share information and jointly investigate burglaries that occur within Members' and Partner Agencies' jurisdictions; and

WHEREAS, the Municipality is not a member of NORTAF, but has requested to join the Burglary Task Force; and

WHEREAS, the Board of Directors has voted to permit the Municipality to join the Burglary Task Force as a Partner Agency upon the acceptance and agreement by the Municipality to be bound by the terms and conditions of this Acceptance; and

NOW, THEREFORE, in consideration of becoming a Partner Agency, the benefits derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipality acknowledges and agrees as follows:

SECTION 1: INCORPORATION OF RECITALS

The foregoing recitals are material to this Acceptance and are incorporated into this Acceptance as if fully stated herein.

SECTION 2: DEFINITIONS

For purposes of this Acceptance, the following terms shall be defined as set forth in this section unless a different meaning is required by context:

A. *Bylaws*. "*Bylaws of the North Regional Major Crime Task Force*," which may be amended by the Board of Directors from time to time.

B. *Operations Plan*. The "*Operations Plan*," attached as **Exhibit A**, which Operations Plan may be amended by the Board of Directors from time to time.

SECTION 3: ASSISTANCE TO MUNICIPALITY

The Municipality may request police assistance from any one or more Members and Partner Agencies who have joined the Burglary Task Force for the purpose of investigating and preventing burglaries in accordance with the Operations Plan when, in the judgment of the Municipality, such assistance is necessary. Such assistance may consist of:

A. Participation in a joint burglary investigation with Members and Partner Agencies;

B. Information sharing;

C. Sharing of personnel and equipment;

D. **[INSERT OTHER WAYS MEMBERS OF THE TASK FORCE MAY PROVIDE ASSISTANCE]**.

The Municipality acknowledges and agrees that nothing in this Section 3 shall obligate Members and other Partner Agencies to provide assistance to, or enter into a joint investigation with, the Municipality when requested; rather, any Member and Partner Agency may render aid, in their sole discretion, to the extent available personnel and equipment are not required for other operations and the adequate protection of their own municipality.

SECTION 4: AUTHORITY OF SWORN POLICE PERSONNEL

Any sworn police officers of the Municipality providing police assistance to a Member or Partner Agency as part of the Burglary Task Force shall have all of the powers and responsibilities of police officers of a Member or Partner Agency that requests support from the Municipality or the Burglary Task Force, including the power of arrest, and are subject to the direction of the Chief of Police of the requesting Member or Partner Agency.

SECTION 5: NO REIMBURSEMENT FOR COSTS

The Municipality acknowledges and agrees that any assistance it may provide to the Members and Partner Agencies through the Burglary Task Force shall be rendered without charge, and the Municipality is not entitled to reimbursement for any costs related to its participation in the Burglary Task Force.

SECTION 6: RESPONSIBILITIES OF MUNICIPALITY

The Municipality acknowledges and agrees that its responsibilities related to the Burglary Task Force are as follows:

A. *Responsibility for Employees.* The Municipality is responsible for the actions and inactions of its sworn and civilian personnel acting pursuant to this Acceptance and related to the Burglary Task Force. The Municipality's responsibilities include the indemnification of its sworn or civilian personnel.

B. *Compensation of Employees.* The Municipality is responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Acceptance and their participation in the Burglary Task Force, 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. The Members and other Partner Agencies are not responsible for the compensation or benefits of the Municipality's employees when those employees are assigned to the Burglary Task Force or assisting Members and other Partner Agencies.

C. *Assessment Fees.* The Municipality shall pay annual dues adopted by the Board of Directors to participate on the Burglary Task Force. The dues shall be paid to NORTAF within 30 days of receipt of notice.

D. *Insurance.* The Municipality shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, personnel, equipment, and for its liability for its participation in providing personnel and equipment to the Burglary Task Force.

E. *Compliance with Operation Plan.* The Municipality and all of its off sworn and civilian personnel shall abide in accordance with and follow all applicable provisions of the Operation Plan and other policies adopted by the Board of Directors related to the Burglary Task Force, which Operation Plan and policies may be amended from time to time.

F. *Compliance with Law.* The Municipality represents and warrants that all if its actions and the actions of its personnel will comply with all applicable statutes, ordinances, rules, and regulations while performing any actions related to the Burglary Task Force.

SECTION 7: NORTAF NOT A LEGAL ENTITY

A. *NORTAF Not a Legal Entity.* The Municipality acknowledges and agrees that NORTAF is not a legal entity or separate public body; rather, it is a partnership of municipal entities. The Municipality further acknowledges and agrees that by joining the Burglary Task Force and executing this Acceptance, the Municipality and Members are not authorizing NORTAF or its Board of Directors to take any actions that would confer legal entity or public body status on NORTAF.

B. *NORTAF Cannot Be Sued.*

1. The Municipality acknowledges and agrees that NORTAF is not a legal entity that can sue or be sued. In the event that NORTAF is named as a party to a lawsuit, claim, or action, either individually or as a co-defendant, the Municipality shall not take any action or position that is contrary to this Section 7; rather, the Municipality hereby agrees that unless and until a court of competent jurisdiction rules otherwise, the Municipality shall not take the position that NORTAF is a legal entity, public body, or can sue or be sued.
2. In the event NORTAF is named as a party to a lawsuit, claim, or action, either individually or as a co-defendant to the Municipality, related to an investigation or aid requested by the Municipality, the Municipality, at its sole cost and expense, shall file a limited appearance on behalf of NORTAF for the sole purpose of seeking a dismissal of the lawsuit, claim, or action on the grounds that NORTAF is not a legal entity and therefore cannot be sued.

C. *Payment of Costs.* If, and only if, a court or other tribunal of competent jurisdiction determines that NORTAF can be sued as an independent entity related to an incident or matter in which the Municipality requested aid from NORTAF:

1. The Board of Directors shall retain defense counsel to represent NORTAF in such lawsuit, claim or action, and the Municipality shall be responsible for paying within 30 days upon receipt of notice from NORTAF, all costs of defense, including, without limitation, all legal fees, during the pendency of such lawsuit, claim, or action; and
2. At the conclusion of any lawsuit, claim, or legal action, all costs of defense, settlements, and judgements against NORTAF shall be divided amongst the

Municipality and Members and Partner Agencies that participated in the activities or investigation subject of the lawsuit, claim, or action in equal amounts and paid within 30 days of receipt of notice.

SECTION 8: WITHDRAWAL/DISSOLUTION

A. *Withdrawal.* The Municipality may withdraw from the Burglary Task Force by providing the Board of Directors written notice one year prior to the effective date of such withdrawal.

B. *Termination of Membership.* The Municipality acknowledges and agreements that the Board of Directors may terminate or suspend the Municipality's participation on the Burglary Task for any reason at any time.

C. *Dissolution of NORTAF or Burglary Task Force.* The Municipality acknowledges and agrees that the Board of Directors may terminate NORTAF or the Burglary Task Force at any time. The Municipality's participation on the Burglary Task Force shall automatically cease upon such termination.

D. *Survival of Obligations.* The Municipality's obligations set forth in Section 7 of this Agreement related to an incident or investigation that occurred prior to a withdrawal, suspension, or termination pursuant to Section 8 of this Acceptance shall survive such withdrawal, suspension, or termination.

SECTION 9: GENERAL PROVISIONS

A. *Amendments.* This Acceptance may be amended from time to time by resolution of the corporate authorities of the Municipality and the approval by the Board of Directors. Any amendment not adopted and approved in this manner shall not be effective.

B. *Entire Agreement.* This Acceptance constitutes the entire agreement between the Municipality, NORTAF, the Board of Directors, and the Members related to NORTAF and supersedes and replaces all prior agreements, negotiations and discussions between the Municipality and NORTAF, the Board of Directors, and the Members relative to the subject matter hereof.

[SIGNATURE PAGE FOLLOW]

IN WITNESS WHEREOF, this Acceptance has been duly executed this ____ day of _____, 2024.

[THE MUNICIPALITY]

_____,
Mayor

Date

ATTEST:

City Clerk

Date

Accepted on behalf of the Board of Directors:

North Regional Major Crimes Task Force President

Date

EXHIBIT A

5. BURGLARY TASK FORCE

5.1 Purpose and Mission

The North Regional Burglary Task Force (BTF) exists to assist member agencies with the investigation of:

1. Pattern burglary crimes
2. Other types of property crimes and incidents approved by the Board of Directors.

The North Regional Burglary Task Force (BTF) is dedicated to providing a dedicated response and thorough, professional investigations to member agencies. We will collect evidence, seek to identify and arrest offenders, file appropriate charges, and aid in the successful prosecution of the case. To accomplish this mission, we will persistently follow each lead to its conclusion, safeguarding the constitutional rights of every person, and at all times work with the integrity and professionalism necessary to build public respect and support for law enforcement.

5.2 Request for Activation

The Chief of Police or authorized representative of a member agency may request an activation with the Task Force Commander upon meeting the following criteria:

1. It is reasonably believed that three or more member communities are experiencing a common pattern of burglaries (as defined by 720 ILCS 5/19-1 Burglary and 5/19-3 Residential Burglary).
2. Intelligence information exists as to the likely or potential identity of the suspect(s) responsible for the pattern.

The decision to activate will rest with the Task Force Commander.

5.3 Denial and Appeal Process

If the commander deems that activation is not appropriate, the member agency may appeal that decision to the Executive Board. If the Executive Board denies the appeal, the Chief of Police or authorized representative of the requesting municipality may appeal to the Board of Directors. The Board of Directors may subsequently overrule the decision of the Task Force Commander or Executive Board.

5.4 Activation Period

The initial activation period will be for up to ten (10) working days. A request for an extension of up to ten (10) working days may be made by the Task Force Commander, or his representative, to the NORTAF Executive Board Chairman.

The activation period need not be consecutive days but may be broken up into smaller (i.e. 2-3 day) time periods not to cumulatively exceed the allowed ten days. The determination of the activation schedule will rest with the Task Force Commander or his representative. Requests to activate the Task Force for a period of more than twenty (20) business days will be referred to the Board of Directors.

