



CITY OF WASHINGTON, ILLINOIS
City Council Consent Agenda Communication

Meeting Date: August 2, 2021

Agenda Item: Intergovernmental Contract with Multi-County Enforcement (MEG)

Prepared By: Chief Michael D. McCoy

Explanation: This is the revised Intergovernmental Contract with the MEG Unit. The only change from previous contracts is the addition of Section XI. Federal Seizure Asset Sharing. This addresses the percentage disbursement of funds that are seized under federal forfeiture guidelines.

Since the MEG Unit is now under the direction of the Illinois State Police, all Federal Guidelines must be adhered to. This includes forfeitures resulting from drug seizures.

Fiscal Impact: None to the City of Washington

Action Requested: Washington City Council approve the Agreement on Consent Agenda



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Fiscal Impact: None to the City of Washington

Action Requested: Washington City Council approve the Agreement on Consent Agenda

**INTERGOVERNMENTAL CONTRACT OF THE
MULTI-COUNTY NARCOTICS ENFORCEMENT GROUP
(MEG)**

Revised: July 2021

INTERGOVERNMENTAL CONTRACT
MULTI-COUNTY NARCOTICS ENFORCEMENT GROUP (MEG)

The undersigned unit of government, charged with the duty of enforcing the law, including drug laws, recognizing that the jurisdiction and authority of each individual governmental unit is limited, and that such limitations are detrimental in combating the highly mobile and extensive violations of drug laws and that such violations can be more effectively pursued by the joint exercise of their respective authorities in cooperation with the State of Illinois and Federal authorities; do now enter into this intergovernmental contract to secure the most effective enforcement of the drug laws.

For and in consideration of the payments and fees herein set forth and the mutual covenants and obligations of the parties hereto, it is agreed by the undersigned as follows:

I. DEFINITIONS

The terms "unit of local government" and "drug laws" shall, for the purposes of this contract, have the meanings ascribed to them in 30 ILCS 715/2.03 and 715/2.04 respectively.

II. AUTHORITY

The undersigned enters into this contract pursuant to the authority vested in Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1-16) for the joint exercise of their powers to keep the peace, prevent crime, and to arrest offenders on view and cause them to be brought before the proper court for trial or examination, in accordance with the Intergovernmental Drug Laws Enforcement Act (30 ILCS 715/1-6) and Article II, Section 1-2 of the By-Laws of this Multi-County Narcotics Enforcement Group as they are now or may hereafter be amended.

III. PURPOSE

The purpose of this contract is to create a multi-jurisdictional unit to be known as the Multi-County Narcotics Enforcement Group (hereinafter called MEG) which shall have as its mission those efforts detailed in Article II, Section 1 of the MEG By-Laws.

IV. DUTIES

The MEG shall have as its duties and responsibilities those which are prescribed in the Intergovernmental Drug Laws Enforcement Act and those which are set forth in this contract. The MEG shall limit its primary responsibility to enforcement of drug laws, although nothing in this agreement shall be constructed to prohibit enforcement of other laws in connection with the enforcement of drug laws and such secondary enforcement is expected to occur in connection with the enforcement of drug laws.

V. DURATION

This contract shall be effective from its execution by all the parties hereto until terminated as provided herein.

VI. PARTIES

The parties which participate in the operation of the MEG Unit by this intergovernmental contract shall be specified in Article VI, Section 1 of the MEG By-Laws.

VII. POLICY BOARD

The governing body of the MEG Unit shall be a Policy Board, formed and representative of the parties which participate in the operation of the MEG by this intergovernmental contract as specified in Articles I and III of the MEG By-Laws.

VIII. MEG STAFF

The MEG staff shall consist of those positions specified in Article IX of the MEG By-Laws.

IX. OBLIGATIONS

Annual fees assessed for participating units shall be in accordance with the standard formula approved by the Policy Board and specified in Article VII of the MEG By-Laws.

X. LIABILITIES

The parties specifically authorize the expenditure of funds by the MEG to purchase insurance to protect against liabilities arising out of the operation of the MEG, including but not limited to, automobile, premises and personal liability insurance, as well as professional liability insurance coverage in areas such as libel, slander, defamation, right of privacy, false arrest, false imprisonment, malicious prosecution, wrongful entry or other invasion of right of private occupancy and violation of the Civil Rights Act covering the parties, the Policy Board, the Advisory Committee, the Director and other employees of the MEG and motor vehicles and other property owned, leased or used by MEG.

The parties obligate themselves to utilize their funds to protect and indemnify the MEG, its Policy Board, Advisory Committee, Director and employees, and the Sheriffs and Chiefs or Superintendents of Police of any of the parties and any personal liability arising out of the acts or omissions of any person acting in the course of his employment on behalf of the MEG in such shares and subject to the conditions listed below:

In the event of the disability of the Director or an Agent incurred in the course of the duties of his assignment to the MEG, the party from which he was assigned shall assume full and complete liability to such Director or Agent or his dependents or estate for any Workman's Compensation or pension rights and

payments to which he or they might be entitled by virtue of his death or disability. Each party agrees to indemnify and hold harmless every other party hereto from any liability for its assigned officer under this paragraph.

In the event of a claim of civil damages arising out of the MEG, its Policy Board, Advisory Committee, Director or employees, including vicarious liability of any Sheriff for acts of his Deputies while they are on assignment to the MEG, the liability for any damages, including costs of defense over and above the aggregate of all insurance coverage, including applicable coverage of all parties and persons shall be borne by the parties at the time of the incident as follows:

50% of such excess liability shall be apportioned among the parties in proportion as the population within the territory of each of the parties relates to the total population within the territory of all the parties; provided that in determining the population of counties for these purposes, the population of any city within such county which is also a party to this contract shall be excluded from the population of such county.

50% of such excess liability shall be apportioned among all the parties in equal shares without regard to population.

In the event of criminal prosecution against the Director or any employee of the MEG arising out of their acts or omissions in the course of the duties of their assignment to the MEG, the parties assume no responsibility for any legal defense costs.

XI. FEDERAL SEIZURE ASSET SHARING

All assets seized under federal forfeiture guidelines will be shared according to the MEG Equitable Sharing Memorandum of Understanding.

XII. EQUAL EMPLOYMENT OPPORTUNITY GUIDELINES

The parties subscribe to and agree to comply with all applicable equal employment opportunity guidelines.

XIII. TERMINATION

This intergovernmental contract may be voluntarily terminated as to fewer than all of the parties only on July 1 of each year upon sixty days prior written notice to the governing boards of the remaining parties or at any time upon the unanimous agreement of the governing boards of each of the remaining parties, upon such reasonable terms and conditions for the apportionment of all existing or prospective obligations and liabilities of the withdrawing parties as may be agreed upon.

This intergovernmental contract may be canceled at any time by written agreement of all the parties upon such reasonable terms and conditions as may be agreed upon for the apportionment of any present or prospective liability among the parties, and for the

refunding or distribution of assets due to the parties or the State of Illinois. Such written agreement shall be approved by the governing board of each of the parties.

Any party may be involuntarily terminated as a party to this contract for nonpayment of its assessed obligation upon a vote of three-fourths of all the members of the Policy Board at a regular meeting, providing that notice in writing that such vote will be taken has been mailed to all members of the Policy Board not less than ten days prior to said meeting.

Such termination may be conditional upon such party failing to fully pay all arrearages within thirty days following the action of the Policy Board.

Washington Police Department

Authorized Official:

Title: _____ Name: _____ Date: _____

Law Enforcement Official:

Title: _____ Name: _____ Date: _____

Witness:

Title: _____ Name: _____ Date: _____