

**INTERGOVERNMENTAL AGREEMENT FOR  
WEST SUBURBAN MAJOR CRIME TASK FORCE (WESTAF)**

This Agreement entered into by and between the Villages of Elmwood Park, Forest Park, Franklin Park, Harwood Heights, Norridge, Oak Park, River Forest, River Grove, Schiller Park, the City of Northlake and Triton College, a public community college district, all of which are "Public Agencies", as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and Sections 11-1-2.1 and 1-4-6 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1 and 65 ILCS 5/1-4-6 et seq.), the foregoing Public Agencies enter into this Intergovernmental Agreement in order to obtain and share police services and combine resources in the investigation of certain crimes; and

WHEREAS, the participating units of local government and Triton College deem it in the best interest of their respective residents, visitors, students and personnel to enter into this Intergovernmental Agreement for the purpose of giving mutual police aid to the requesting agency by assisting and providing a task force system of mutual investigative aid among members of the West Suburban Major Crime Task Force (WESTAF) under the terms and conditions as set forth herein and in the "By-Laws of the West Suburban Major Crime Task Force" attached hereto.

NOW, THEREFORE, in consideration of the mutual and several promises, covenants and understandings contained herein, the foregoing Public Agencies agree as follows:

1. **Incorporation of Recitals:** The foregoing recitals are hereby incorporated as if fully recited herein.
2. **Purpose of Agreement:** This Agreement is 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. It is the purpose of this Agreement to provide the means whereby enhanced access to facilities, programs and assistance is provided through the Intergovernmental cooperation of the Participating Agencies.

It is the intent of this organization that each member shall bear its own costs and risk of liability when providing assistance to another member. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's mutual aid requirements. Therefore, some members may ultimately receive a greater share of actual benefit than other members. The purpose of entering into this Intergovernmental Agreement is to gain access to mutual aid when required. A consideration for this access is the known risk that the ultimate cost and benefit may not be evenly distributed among members.

A requesting agency may receive federal or state disaster relief for particular incident during which another member provided mutual aid. It is the intent of this organization that in such an event the member receiving disaster relief will give due consideration to reimbursing aiding members for costs incurred so that no member will be enriched to the detriment of a fellow member.

3. **Definitions:** For purposes of this Intergovernmental Agreement the following terms shall have the meanings ascribed to them:

- a. **Participating Agency:** Those agencies having approved the By-Laws and whose corporate authorities have approved and authorized the execution of this Intergovernmental Agreement;
- b. **Agreement:** Intergovernmental Agreement for West Suburban Major Crime Task Force;
- c. **Task Force Agreement:** By-Laws of the West Suburban Major Crime Task Force as adopted by the membership on July 18, 2001 and as from time to time amended.
- d. **Police Assistance:** That assistance provided by a participating agency to any other participating agency as authorized in the Task Force Agreement;
- e. **Requesting Agency:** A participating agency requesting police assistance authorized by the Task Force Agreement;
- f. **Assisting Agency:** A participating agency providing police assistance as authorized in the Task Force Agreement;

g. **Chief of Police:** The highest ranking law enforcement officer or chief law enforcement officer of a participating agency or his or her designee.

4. **Rights of Participating Agency:** The rights of each participating agency shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police of each respective participating agency.

A. Any participating agency may request police assistance from any one or more participating agency when, in the judgment of the Chief of Police of the requesting agency, such assistance is necessary.

B. Any participating agency may render aid to any one or more participating agency to the extent available personnel and equipment are not required for the adequate protection of the aiding agency. The judgment of the Chief of Police of the aiding agency, or his/her designee, as to the amount of personnel and equipment available to the requesting agency, shall be final.

C. The Chief of Police of the requesting agency shall be entitled to direct the actions of any sworn or civilian personnel of any aiding agency providing police assistance pursuant to this Agreement.

D. Nothing in this Agreement shall prevent any participating agency from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any participating agency from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

5. **Authority of Sworn Police Personnel:** Any sworn police officers providing police assistance to a requesting agency under this Agreement shall have all of the powers of police officers of any requesting agency, including the power of arrest, and are subject to the direction of the Chief of Police of a requesting agency.

6. Compensation Between Participating Agencies:

A. Except as hereinafter provided, the assistance provided by any aiding agency under this Agreement shall be rendered without charge to the requesting agency or any other participating agency.

B. An aiding agency may request payment from or indemnification by a requesting agency where the aiding agency has incurred unusual or burdensome costs in providing assistance to the requesting agency. The payment of such costs shall be at the discretion of the corporate authorities of the requesting agency.

7. Responsibilities of Participating Agencies:

A. **Responsibility for Employees.** Each participating agency shall assume all responsibility for the actions of its sworn or civilian personnel acting pursuant to this Intergovernmental Agreement, both as to indemnification of sworn or civilian personnel and as to the payment of benefits to such sworn or civilian personnel, all to the same extent as such personnel are protected, insured, indemnified and otherwise provided for when acting within the participating agency's respective corporate limits.

B. **Compensation of Employees.** Each participating agency shall be solely and exclusively responsible for the payment of any and all benefits to all of its sworn or civilian personnel acting pursuant to this Intergovernmental Agreement, 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.

8. Governing Board: Operation Plan:

A. The Chief of Police of each participating agency shall constitute a governing board of the participating agency.

B. The governing board shall establish an operation plan of implementing this Agreement, including but not limited to requesting, rendering and receiving aid. The operation plan shall be reviewed, updated and evaluated at regular intervals.

9. Execution of By-Laws: Each participating Public Agency hereby authorizes and directs its Chief of Police to execute, on behalf of his or her respective Public Agency, the By-Laws of the West Suburban Major Crime Task Force. A copy of said By-Laws are attached hereto and marked as Exhibit "A" and made a part hereof.

10. General Provisions:

A. This Agreement shall be in full force and effect and legally binding upon each participating agency at such time as it is signed and certified by that participating agency.

B. This Agreement may be amended from time to time by resolution of the appropriate governing body of each participating agency. Any amendment not adopted and approved by all participating agencies shall not be effective. The effective date of any amendment shall be the date as of which all participating agencies have approved the amendment.

C. This Agreement shall remain in full force and effect and shall bind the participating agency executing this Agreement until such time as the appropriate governing body of that participating agency adopts a resolution terminating its participating in the Agreement. Certified copies of such resolution shall be filed with the clerk of other appropriate official of all other participating agencies within thirty (30) days of its passage.

IN WITNESS hereof this Agreement has been duly executed by each participating agency as of the date noted.

This 17<sup>th</sup> day of September, 2001

VILLAGE OF ELMWOOD PARK

By: Don N. Silvio  
Village President

ATTEST:

Eric Steiner  
Village Clerk

This 18 day of SEPTEMBER, 2001

VILLAGE OF FOREST PARK

By: Anthony Caliendo  
Village President ~~MAYOR~~

ATTEST:

Jean M. White  
Village Clerk

This 18 day of July, 2001

VILLAGE OF FRANKLIN PARK

By: [Signature]  
Village President

ATTEST:

[Signature]  
Village Clerk

This 4<sup>th</sup> day of SEPT, 2001

VILLAGE OF HARWOOD HEIGHTS

By: [Signature]  
Village President

ATTEST:

[Signature]  
Village Clerk

This 19 day of Oct, 2001

CITY OF NORTHLAKE

By: [Signature]  
City President

ATTEST:

[Signature]  
City Clerk

This 12<sup>th</sup> day of September, 2001

VILLAGE OF NORRIDGE

By: [Signature]  
Village President

ATTEST:

[Signature]  
Village Clerk

This 4<sup>th</sup> day of December, 2001

VILLAGE OF OAK PARK

By: [Signature]  
Village President

ATTEST:

[Signature]  
Village Clerk

This 11<sup>th</sup> day of October, 2001

VILLAGE OF RIVER FOREST

By: [Signature]  
Village President

ATTEST:

[Signature]  
Deputy Village Clerk

This 30<sup>th</sup> day of AUGUST, 2001

VILLAGE OF RIVER GROVE  
*Thomas J. [Signature]*  
By: \_\_\_\_\_  
Village President

ATTEST:

*Joseph M. [Signature]* by *Robin J. [Signature]*  
Village Clerk Deputy Clerk

This 30<sup>th</sup> day of August, 2001

VILLAGE OF SCHILLER PARK  
*Anna [Signature]*  
By: \_\_\_\_\_  
Village President

ATTEST:

*Claudia L. [Signature]*  
Village Clerk

This 21 day of August, 2001

TRITON COLLEGE  
*[Signature]*  
By: \_\_\_\_\_ Mark Stephens, Board Chairman  
It's Duty Authorized Agent

ATTEST:

*Irene Moskal [Signature]*  
Irene Moskal DalGiudice, Board Secretary

IN WITNESS hereof this Agreement has been duly executed by each participating agency  
as of the date notes.

This 13<sup>th</sup> day of February, 2003

VILLAGE OF BELLWOOD

By: Frank A. Ponzio  
Village President

ATTEST:

Anna Howard  
Village Clerk



2<sup>nd</sup> Addendum to WESTAF Intergovernmental Agreement

IN WITNESS hereof, this Agreement has been duly executed by each participating agency as of the date noted.

This 5 day of OCTOBER, 2004

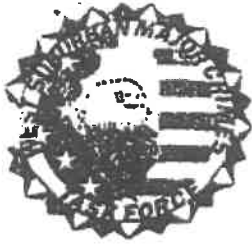
**Village of Stone Park**

By:

*Benjamin Mayall*  
Village President or Mayor

Attest:

*Muz*  
Village Clerk



# West Suburban Major Crimes Task Force

Commander  
Lieutenant Mario Ricchio

Operations Supervisor  
Lieutenant Daniel Shulze

**Member Agencies**

Bellwood police

Elmwood Park Police

Forest Park Police

Franklin Park Police

Harwood Heights Police

Illinois State Police

N. Lake Police

Norridge Police

Oak Park Police

River Forest Police

River Grove Police


Schiller Park Police

Triton College Police

**INTERGOVERNMENTAL AGREEMENT  
FOR  
WEST SUBURBAN MAJOR CRIMES TASK FORCE  
(WESTAF)**

**ADDENDUM AGREEMENT  
CITY OF RIVERSIDE**

This 18<sup>th</sup> day of July, 2005

By:   
Village President/Mayor

Attest:   
Village Clerk

IN WITNESS hereof this agreement has been duly executed by each participating agency as of the date notes.

This 26 day of February 2008

CITY OF BERWYN

By: Michael A. O'Connor  
Village President / Mayor

ATTEST:

Louise P. Fournise  
Village Clerk  
Deputy City Clerk

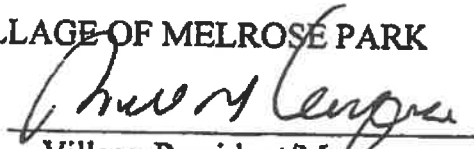


IN WITNESS hereof this agreement has been duly executed by each participating agency as of the date notes.

This 27th day of May, 2008

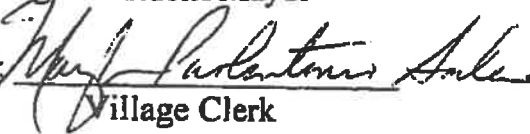
VILLAGE OF MELROSE PARK

By:



Village President/Mayor

ATTEST:



Village Clerk

IN WITNESS hereof this agreement has been duly executed by each participating agency as of the date notes.

This 18<sup>th</sup> day of AUGUST, 2010

VILLAGE OF NORTH RIVERSIDE

By:   
Village President / Mayor

ATTEST:   
Village Clerk

**IN WITNESS** hereof this agreement has been duly executed by each participating agency as of the date notes.

This \_\_\_\_\_ day of \_\_\_\_\_, 2007

**VILLAGE OF WESTCHESTER**


By:  \_\_\_\_\_  
Village President / Mayor

**ATTEST:** \_\_\_\_\_  
Village Clerk

IN WITNESS hereof this agreement has been duly executed by each participating agency as of the date notes.

This \_\_\_\_\_ day of \_\_\_\_\_, 2008

VILLAGE OF HILLSIDE

By:   
Village President / Mayor

ATTEST: \_\_\_\_\_  
Village Clerk

IN WITNESS hereof this agreement has been duly executed by each participating agency as of the date notes.

This \_\_\_\_\_ day of \_\_\_\_\_, 2008

VILLAGE OF BROADVIEW

By: \_\_\_\_\_  
Village President / Mayor

ATTEST: \_\_\_\_\_  
Village Clerk