

**INTERGOVERNMENTAL OPERATING AGREEMENT BETWEEN  
THE TOWN OF CORTLAND  
AND THE ILLINOIS STATE POLICE**

Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, this Intergovernmental Operating Agreement (“Agreement”) is entered by and between Cortland Police Department \_\_\_\_\_, a municipal law enforcement agency within the Town of Cortland \_\_\_\_\_, Illinois, (“Participating Agency”) , and the Illinois State Police (“ISP”), an Illinois law enforcement agency. This Agreement creates the Violent Crime Intelligence Task Force pursuant to 20 ILCS 2605/2605-605 and sets forth conditions for participation.

**WHEREAS**, the Participating Agency is a law enforcement agency dedicated to combating crime in its jurisdiction, including but not limited to gun violence, gun-trafficking, and other violent crime;

**WHEREAS**, the ISP is authorized to establish a statewide multi-jurisdictional Violent Crime Intelligence Task Force pursuant to the Illinois State Police Law (20 ILCS 2605/2605-605);

**WHEREAS**, both the ISP and the Participating Agency (collectively, “Parties”) agree that it is in the best interests of the Parties and the public to share information and develop partnerships where feasible to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes in Illinois;

**WHEREAS**, the mission of this Task Force is to preserve life, eliminate the fear of violent crime, and reduce the occurrence of violent crime; and

**WHEREAS**, the Task Force is intended to focus on reducing and preventing illegal possession and use of firearms, firearm related homicides, and other violent crimes (20 ILCS 2605/2605-605), in part, by enhancing enforcement of the Firearm Owner Identification (FOID) Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;

**WHEREAS**, the Parties agree that in order to further these goals and objectives, the Participating Agency shall, upon execution of this Agreement, become a member of the above referenced Violent Crime Intelligence Task Force; and

WHEREAS, both the ISP and the Participating Agency agree the Parties shall perform their duties with the utmost integrity in their respective operations;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. TERM OF AGREEMENT**

This Agreement shall commence on date of last signer, and shall continue year to year until amended or modified by mutual agreement of the Parties or until terminated as provided herein. In any event, the Parties agree that the terms and conditions of this Agreement shall be reviewed periodically and updated as necessary. This Agreement supersedes all prior Agreements between the Participating Agency and the ISP with respect to the matters addressed herein.

**II. GENERAL PROVISIONS**

1. The Task Force may develop and acquire information, training, tools, and resources necessary to implement a data-driven approach to policing, with an emphasis on intelligence development. 20 ILCS 2605/2605-605(1).
2. The Task Force may utilize information sharing, partnerships, crime analysis, and evidence-based practices to assist in the reduction of firearm-related shootings, homicides, and gun-trafficking. 2605-605(2).
3. The Task Force may recognize and utilize best practices of community policing and may develop potential partnerships with faith-based and community organizations to achieve its goals. 2605-605(3).
4. The Task Force may identify and utilize best practices in drug-diversion programs and other community-based services to redirect low-level offenders. 2605-605(4).
5. The Task Force may assist in violence suppression strategies including, but not limited to, details in identified locations that have shown to be the most prone to gun violence and violent crime, focused deterrence against violent gangs and groups considered responsible for the violence in communities, and other intelligence driven methods deemed necessary to interrupt cycles of violence or prevent retaliation. 2605-605(5).
6. In consultation with the Chief Procurement Officer, the Department of State Police may obtain contracts for software, commodities, resources, and equipment to assist the Task

Force with achieving this Act. Any contracts necessary to support the delivery of necessary software, commodities, resources, and equipment are not subject to the Illinois Procurement Code, except for Sections 20-60 (duration of contracts), 20-65 (right to audit records), 20-70 (finality of determination), and 20-160 (business entities; certifications; registration with the State Board of elections) and Article 50 (procurement ethics and disclosure) of that Code, provided that the Chief Procurement Officer may, in writing with justification, waive any certification required under Article 50 of the Illinois Procurement Code. 2605-605(6).

7. The Task Force will conduct enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act. 2605-605(7).
8. The Task Force will collaborate with local law enforcement agencies to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012. 2605-605(8).
9. By joining the Task Force, other Law Enforcement Agencies understand each agency, including the ISP, is responsible for their own costs, expenses, equipment, and personnel salaries and benefits. This Agreement does not create any financial obligation between any Law Enforcement Agency including the ISP.
10. All members of the Task Force will share information related to violent crimes as necessary and appropriate for joint investigations.
11. All members of the Task Force will share data related to violent crimes as necessary and appropriate for resource allocation and reporting requirements.
12. All members of the Task Force will share information related to invalid or revoked FOID cards in circulation in their jurisdictions, as well as their efforts to recover such FOID cards.
13. All members of the Task Force may share personnel and equipment to assist other member agencies of the Task Force.

### **III. DUTIES AND RESPONSIBILITIES OF THE PARTIES**

1. The Director of the ISP or the designee of same shall:
  - A. Designate an ISP Command Officer to serve as a member of Violent Crime Intelligence Task Force;
  - B. Collaborate with local law enforcement agencies to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;
  - C. Maintain and be the custodian of all records related to or generated by the Task Force. The records may include reports, notes, communications, databases, photographs, diagrams, maps, electronic and digitized material. All records will be maintained in compliance with relevant Record Retention Schedules and the State Records Act [5 ILCS 160/et seq.];
  - D. In its role as the custodian of all records generated, ISP shall respond to requests for records made under the Freedom of Information Act (FOIA). [5 ILCS 140/et seq.] If records were created for the Participating Agency, the ISP may require an update on the status of an investigation to determine whether any statutory exemptions apply (e.g., whether a case is an active criminal investigation); and
  - E. Manage the granting of funds from the FOID Enforcement Fund pursuant to the Illinois State Police Law.
2. The Chief or Sheriff of the Participating Agency or the designee of the same shall:
  - A. Designate members of the Participating Agency to serve as members of the Violent Crime Intelligence Task Force;
  - B. Conduct enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act;

- C. Collaborate with the ISP to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012;
- D. Respond to case status inquiries in a timely manner so the ISP may satisfy FOIA deadlines;
- E. Serve as the custodian of its records and responding to requests made to it under the Freedom of Information Act. [5 ILCS 140/et seq.]; and
- F. Designate an employee to receive grant funds from the FOID Enforcement Fund awarded pursuant to Illinois State Police Law.

#### **IV. FOID ENFORCEMENT FUND GRANTS**

- 1. The ISP shall:
  - A. Determine the Participating Agency's eligibility to receive grant funds from the FOID Enforcement Fund;
  - B. Where funds are available and have been appropriated, award grant funds from the FOID Enforcement Fund;
  - C. Require monthly performance and quarterly financial reporting from the Participating Agency when grant funds have been awarded; and
  - D. Ensure grant funds are spent in such a manner so as to affect the purpose of this Agreement, with specific emphasis on placing individuals into compliance who have had their firearm rights revoked or suspended and have been identified as presenting a risk to public safety in Illinois as determined by the ISP Division of Criminal Investigations (DCI).
- 2. Participating Agencies that apply for and receive FOID Enforcement Grant Funds shall:
  - A. Designate a member of its Participating Agency to receive and manage grant funds from the FOID Enforcement Fund awarded pursuant to this Agreement;
  - B. Execute the Task Force Grant Agreement Addendum, which shall be incorporated to this Agreement by reference;

- C. Comply with required monthly performance and quarterly financial reporting within 7 days after the end of each reporting period when grant funds have been awarded;
- D. Ensure grant funds are spent in such a manner so as to affect the purpose of this Agreement and in compliance with the ISP Firearm Safety Enforcement Grant Detail Protocols as established by the ISP DCI;
- E. Focus its efforts on placing individuals into compliance who have had their firearm rights revoked or suspended and have been identified as presenting a risk to public safety in Illinois as determined by the ISP DCI; and
- F. Retain records sufficient to support the expenditure of grant funds for a period of not less than seven years and cooperate with any request to audit such records from the Illinois State Police or Illinois Auditor general.

#### **V. APPLICABLE LAW**

This Agreement shall be governed and construed according to Illinois law.

#### **VI. MEMBERSHIP**

Membership in the Task Force is created when both authorized signatures of the Law Enforcement Agency and the Illinois State Police appear on the last page of the Agreement. New members of the Task Force need only execute (sign and date) the last page of this Agreement for ISP to consider membership in the Task Force. Once membership in the Task Force is approved by the ISP, the signed signature page will be returned to the Law Enforcement Agency. An emailed, or .pdf copy of the signatures on the signature page is the same as the original signature. This same language appears at the top of the Signature Page.

#### **VII. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format ("PDF") document shall be deemed original for all purposes.

### **VIII. INFORMATION SECURITY PROTOCOLS.**

All Parties shall comply with applicable Illinois and Federal court orders and subpoenas, federal statutes and regulations, and Illinois administrative rules regarding dissemination of confidential and/or personal identifying information. All records and information related to the Task Force shall be protected by the parties from unlawful dissemination. Notice to all parties is required in the event of a breach of confidential information, and responsibility for any improper dissemination of confidential records and/or personal identifying information is the sole responsibility of the party that committed the breach.

### **IX. TERMINATION**

This Agreement may be terminated by mutual agreement of the Parties or upon at least 30 days written notice and after returning of any borrowed equipment as well as the expenditure of all grant funds awarded hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, and this Agreement shall be effective from the day and year first above written. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**PARTICIPATING AGENCY**

By:   
Signature of Authorized Representative  
Date: 03/28/25  
Printed Name: Lin Dargis  
Printed Title: Chief  
E-mail: CortlandChief@Cortlandil.org

**ILLINOIS STATE POLICE**

By: \_\_\_\_\_  
Signature Brendan Kelly, Director  
By: \_\_\_\_\_

Signature of Designee  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Signature Benjamin Dieterich, Chief Financial Officer  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Other Approver

By: \_\_\_\_\_  
Signature Kelly Griffith, Acting Chief Legal Counsel  
Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Other Approver