



ILLINOIS STATEWIDE AUTO THEFT

TASK FORCE

ADAM BROSHOUS

DIRECTOR

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

Village of Thornton

AND

Cook County State's Attorney's Office

The Village of Thornton and Cook County State's Attorney's recognize the need to collaborate and act jointly with regard to auto theft; specifically to relieve insurance premiums of the citizens of Illinois via recovery and prosecution, Illinois Statewide Auto Theft Task Force (ISATT) will focus on major auto theft rings as it relates to complex criminal enterprises in the State. The recovery of high end vehicles will reduce the impact on the insurance industry and should result in a reduction of their policy holder's insurance premiums. The prosecution of these offenders should also reduce the impact these thefts have on the insurance industry as a whole.

WHEREAS, the Village of Thornton and Cook County State's Attorney's Office are able and willing to provide assistance and cooperation to state and local law enforcement agencies pertaining to investigation and prosecution of motor vehicle theft in the State of Illinois;

WHEREAS, in furtherance of a mutual interest in assisting and cooperating with one another in the course of law enforcement activities, the Village of Thornton and Cook County State's Attorney's Office mutually agree to enter into this Memorandum of Understanding for said assistance and cooperation in regards to certain matters agreed upon by the two departments for the purpose of providing law enforcement services, limiting respective liability, and memorializing an agreement as to the controlling policies, statutes, and procedures; and

WHEREAS, each department shall maintain full responsibility for its actions whether acting independently or in cooperation with the other, and to the fullest extent possible, each department shall indemnify the other; **and**

NOW THEREFORE, and in consideration of the mutual benefit to be derived from carrying out the undertakings hereinafter contained, the parties hereto agree as follows:



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PARTIES:

This Memorandum of Understanding is entered into by and between the Village of Thornton and Cook County State's Attorney's Office.

AUTHORITIES:

Authority for the Village of Thornton to enter into this agreement can be found at 5 ILCS 220 (Intergovernmental Cooperation Act).

PURPOSE:

The purpose of this Memorandum of Understanding is to delineate the responsibilities of the ISATT personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This Memorandum of Understanding is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the State of Illinois, or the officers, employees, agents, or other associated personnel thereof.

MISSION:

The mission of the Illinois Statewide Auto Theft Task Force is to provide a good quality of life for the residents and business owners of the State of Illinois by reducing auto and recycled metal thefts by conducting comprehensive investigations leading to the arrest of suspects and the return of property to its rightful owner.

SUPERVISION AND CONTROL

A. Supervision

1. Overall management of the Illinois Statewide Auto Theft Task Force shall be the shared responsibility of the participating agency heads and/or their designees.
2. The Illinois Secretary of State Police (ISSP) shall designate one supervisor to be the ISATT Coordinator. The ISATT Coordinator shall oversee day-to-day operational and investigative matters pertaining to the Task Force.



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3. Conduct undertaken outside the scope of an individual's Task Force duties and assignments under this Memorandum of Understanding shall not fall within the oversight responsibility of the ISSP or ISATT Coordinator. As stated in paragraph pertaining to liability below, neither the Village of Thornton, State of Illinois, ISSP, nor the Office of the Secretary of State shall be responsible for such conduct.
4. Task Force personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. ISATT Inspectors will continue to adhere to the ISSP's ethical standards, including ISSP policies and regulations, Illinois statutes, and the Illinois Administrative Code, including those statutes and regulations pertaining to outside employment and prepublication review matters, and will remain subject to all policies, regulations, statutes, and administrative rules.
5. Task Force personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this Memorandum of Understanding.
6. Continued assignment of personnel to the Task Force will be based on performance and at the discretion of the Deputy Director of ISSP and the Village Administrator of Thornton. The ISSP Deputy Director/Village Administrator of Thornton will retain discretion to remove any individual from the Task Force.

The Supervision of any Cook County Assistant State's Attorney assigned to work with ISATT will remain under the supervision of the Cook County State's Attorney's Office. The Assistant State's Attorney will be housed out of the Cook County State's Attorney's Public Corruption and Financial Crimes Unit. The Assistant State's Attorneys assigned to work with ISATT will work full time for the task force, however, will be allowed to work other unrelated cases if time permits. The Assistant State's Attorney shall be considered as Task Force Members rather than Task Force Officers and therefore not subject to the sections of the MOU that relate to law enforcement.

B. Case Assignments

1. The ISATT Coordinator will be responsible for opening, monitoring, directing, and closing Task Force investigations in accordance with the Illinois Statutes and applicable ISSP policies.
2. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ISATT Coordinator.



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3. For ISSP administrative purposes, Task Force cases will be entered into the relevant ISSP computer system.
4. Task Force personnel will have equal responsibility for each case assigned. Task Force personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

The head of each participating agency shall determine the resources to be dedicated by that agency to the Task Force, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

1. It is agreed that matters designated to be handled by the Task Force will not knowingly be subject to non-Task Force law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the Task Force's existence and areas of concern.
2. It is agreed that there is to be no unilateral action taken on the part of the ISSP or any participating agency relating to the Task Force investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
3. Task Force investigative leads outside of the geographic areas of responsibility for the Task Force will be communicated to other law enforcement agencies for appropriate investigation.

B. Confidential Human Sources

1. The disclosure of ISATT informants or Confidential Human Sources (CHS's), to non-Task Force personnel will be limited to those situations where it is essential to the effective performance of the Task Force. These disclosures will be consistent with applicable ISSP guidelines.
2. ISATT personnel may not make any further disclosure of the identity of an ISATT CHS, including to other individuals assigned to the Task Force. No documents which



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identify, tend to identify, or may indirectly identify an ISATT CHS may be released without prior ISATT Coordinator approval.

3. In those instances where a participating agency provides a CHS, the ISATT may, at the discretion of the ISATT Coordinator, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the ISSP.
4. The Illinois Statutes, Illinois Administrative Code, and ISSP policy and procedure for operating ISSP CHS's shall apply to all ISATT CHS's opened and operated in furtherance of Task Force investigations. Documentation of, and any payments made to ISATT CHS's shall be in accordance with ISSP policy and procedure.
5. Operation, documentation, and payment of any CHS opened and operated in furtherance of a Task Force investigation must be in accordance with the Illinois Statutes, Illinois Administrative Code, regardless of whether the handling agency is an ISATT participating agency. Documentation of state, county, or local CHS's opened and operated in furtherance of Task Force investigations shall be maintained at an agreed upon location.

C. Reports and Records

1. All investigative reporting will be prepared in compliance with existing ISSP policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by Task Force personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
2. Task Force reports prepared in cases assigned to the Task Force personnel will be maintained at an ISSP approved location. Original documents will be maintained by the ISSP.
3. Records and reports generated in Task Force cases which are opened and assigned by the ISATT Coordinator with designated oversight for investigative and personnel matters will be maintained in the ISATT investigative file for the Task Force.
4. Task Force investigative records maintained at the ISATT Office will be available to all Task Force personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.
5. All evidence and original tape recordings (audio and video) acquired by the ISATT during the course of the Task Force investigations will be maintained by the ISSP. The ISSP's rules and policies governing the submission, retrieval and chain of custody will be adhered to by Task Force personnel.



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6. All Task Force investigative records will be maintained at an approved ISSP location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to ISATT Coordinator approval.
7. Classified information and/or documents containing information that identifies or tends to identify an ISATT CHS shall not be placed in the files of participating agencies unless appropriate ISSP policy has been satisfied.
8. The parties acknowledge that this Memorandum of Understanding may provide Task Force personnel with access to information about persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333, the federal Driver's Privacy Protection Act, or the Illinois Driver's Privacy Protection Act. The parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by Task Force personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

1. No information possessed by the ISATT, to include information derived from informal communications between Task Force personnel and ISSP employees not assigned to the Task Force, may not be disseminated by Task Force personnel to non-Task Force personnel without the approval of the ISATT Coordinator and in accordance with the applicable laws and internal regulations, procedures or agreements between the ISATT and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, Task Force personnel will not provide any participating agency information to the ISATT that is not otherwise available to it unless authorized by appropriate participating agency officials.
2. Each Party that discloses Personally Identifying Information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely and relevant.
3. The ISSP is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the



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recipient will promptly notify the ISSP so that corrective action can be taken.

Similarly, if the ISATT becomes aware that information it has received pursuant to this Memorandum of Understanding is inaccurate, it will notify the contributing Party so that corrective action can be taken.

4. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
5. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
6. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

1. Task Force investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
2. A determination will be made on a case-by-case basis whether the prosecution of Task Force cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the Task Force.
3. In the event that a state or local matter is developed that is outside the jurisdiction of the ISATT or it is decided to prosecute a Task Force case at the federal level, the ISATT agrees to provide all relevant information to federal authorities in accordance with all applicable legal guidelines.

INVESTIGATIVE METHODS/EVIDENCE

1. For cases assigned to an ISATT Inspector or in which ISATT CHS's are utilized, the parties agree to conform to ISSP standards concerning evidence collection,



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processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the federal court where statutory or common law of the federal courts is more restrictive than the comparable state law, the investigative methods employed by ISATT Inspectors shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

2. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize State of Illinois standards pertaining to evidence handling and electronic surveillance activities as outlined in the Illinois Statutes.
3. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith shall be consistent with the policies and procedures of ISSP.

UNDERCOVER OPERATIONS

All Task Force undercover operations will be conducted and reviewed in accordance with ISSP guidelines and the Illinois Statutes.

USE OF LESS-THAN-LETHAL DEVICES

1. The employing agency of each individual assigned to the Task Force will ensure that while the individual is participating in Task Force operations in the capacity of a task force inspector, task force member, or task force participant, the officer will carry only less-lethal devices that the employing agency has issued to the individual, and that the individual has been trained in accordance with the employing agency's policies and procedures.
2. The employing agency of each individual assigned to the Task Force will ensure that the employing agency's policies and procedures for use of any less-lethal device that will be carried by the Task Force officer, Task Force member, or Task Force participant are consistent with the ISSP policy statement on the use of less than lethal devices.



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DEADLY FORCE AND SHOOTING INCIDENT POLICIES

Task Force personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

1. Local and state law enforcement personnel designated to the Task Force, subject to a limited background inquiry, may be sworn as ISATT Inspectors, with the ISSP securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each inspector's assignment to the Task Force or until the termination of the Task Force, whichever comes first.
2. Deputized ISATT personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

1. In furtherance of this Memorandum of Understanding, employees of the Task Force may be permitted to drive vehicles owned or leased by the Village of Thornton for official Task Force business and only in accordance with applicable Village of Thornton rules and regulations, including those outlined in the Village of Thornton Vehicle policies. The assignment of a vehicle owned or leased by the Village of Thornton to Task Force personnel will require the execution of a separate Vehicle Use Agreement.
2. The participating agencies agree that the Village of Thornton vehicle will not be used to transport passengers unrelated to Task Force business.
3. The Village of Thornton will not be responsible for any tortuous act or omission on the part of any participating law enforcement officers assigned to the Task Force for any liability resulting from the use of a Village of Thornton owned or leased vehicle utilized by the Task Force.
4. Neither the ISSP, the Village of Thornton, nor the Office of the Secretary of State, shall be responsible for any civil liability arising from the use of a Village of Thornton owned or leased vehicle by Task Force personnel while engaged in any conduct other than their official duties and assignments under this Memorandum of Understanding.



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5. To the extent permitted by applicable law, participating law enforcement agencies agree to hold ISSP, the Village of Thornton and the Office of the Secretary of State harmless, for any claim for property damage or personal injury arising from any use of Village of Thornton owned or leased vehicles.

SALARY/OVERTIME COMPENSATION

The Task Force will reimburse each participating law enforcement agency for their Task Force representative's, personnel costs including salaries, overtime payments and fringe benefits consistent with their respective agency under the limitation stated in the Funding paragraph below.

PROPERTY AND EQUIPMENT

Property utilized by the Task Force in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the Task Force, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by the Task Force in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of the Task Force, will be the financial responsibility of the agency supplying said property.

FUNDING

6. This Memorandum of Understanding is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this Memorandum of Understanding. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies, including the Illinois Procurement Code. The parties expressly acknowledge that the above language in no way implies that any governmental entity will appropriate funds for such expenditure.



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FORFEITURES

Asset forfeiture will be conducted in accordance with state law, and the rules and regulations set forth by the Motor Vehicle Theft Prevention and Insurance Verification Council.

DISPUTE RESOLUTION

1. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's objectives.
2. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

3. All media releases and statements will be mutually agreed upon and jointly handled according to ISSP and participating agency guidelines.
4. No release will be issued without ISSP final approval.

SELECTION TO TASK FORCE AND SECURITY CLEARANCES

1. If a law enforcement candidate for the Task Force will require a security clearance, he or she will be contacted by ISSP/Village of Thornton personnel to begin the background investigation process prior to the assigned start date.
2. If, for any reason, the ISSP/Village of Thornton determines that a candidate is not qualified or eligible to serve on the Task Force, the participating agency will be so advised and a request will be made for another candidate.
3. Upon being selected, each candidate will receive a briefing by the ISATT Coordinator regarding ISSP policies and procedures. During the briefing, each candidate may be required to execute non-disclosure agreements.



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4. Before receiving unescorted access to ISATT space or authorization to utilize ISSP databases, Task Force personnel will be required to obtain the requisite security clearance.
5. Upon departure from the Task Force, each individual whose assignment to the Task Force is completed will be given a debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

1. The participating agencies acknowledge that if this Memorandum of Understanding does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the Task Force.
2. The participating agency shall immediately notify the ISSP/Village of Thornton of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the Task Force or otherwise relating to the Task Force. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the Task Force remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the Task Force, the officer may request legal representation and/or defense only from his or her employing law enforcement agency. Neither the ISSP, the Village of Thornton nor the Office of the Secretary of State shall be responsible for providing legal representation or defense to any claim whether civil or criminal in nature.
3. Liability for any conduct by Task Force personnel undertaken outside of the scope of their assigned duties and responsibilities under this Memorandum of Understanding shall not be the responsibility of the ISSP, the Village of Thornton or the Office of the Secretary of State and shall be the sole responsibility of the respective employee and/or employing agency involved.



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DURATION

1. The term of this Memorandum of Understanding is for the duration of the Task Force's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
2. Any participating agency may withdraw from the Task Force at any time by written notification to the Coordinator of the Task Force with designated oversight for investigative and personnel matters or Project Director's of the Task Force at least thirty (30) days prior to withdrawal.
3. Upon termination of this Memorandum of Understanding, all equipment provided to the Task Force will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the Memorandum of Understanding, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any Task Force participation.

MODIFICATIONS

1. This agreement may be modified at any time by written consent of all involved agencies.
2. Modifications to this Memorandum of Understanding shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

Melissa Wiak
Village Administrator
Village of Thornton

Eileen O'Neill Burke
State's Attorney
Cook County