

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**10/4/2016**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Approval of DuMeg Intergovernmental Agreement	Kurt Bluder Chief of Police

**SYNOPSIS**

A resolution is requested authorizing the execution of an Intergovernmental Agreement for participation in the DuPage Metropolitan Enforcement Group, commonly known as DuMeg.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2015-2017 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval on the October 4, 2016 consent agenda.

**BACKGROUND**

The DuPage Metropolitan Enforcement Group was established in 1985 to provide a county-wide approach, linking local, county, state and federal law enforcement agencies together, to combat illicit drug trafficking. DuMeg is supervised by a local Policy Board that reports to the Director of the Illinois State Police and operates in accordance with the Intergovernmental Drug Law Enforcement Act. The Village of Downers Grove has been a participant in DuMeg since its inception. The Intergovernmental Agreement has been updated to include DuPage County governmental agencies such as the DuPage County Sheriff's Office and the DuPage County State's Attorney's Office. Previously, the agreement only referred to municipalities. This change has no operational impact on Downers Grove. This agreement was last approved by the Village of Downers Grove in 2002.

**ATTACHMENTS**

Resolution  
Intergovernmental Agreement

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AUTHORIZING AN  
INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE  
DUPAGE METROPOLITAN ENFORCEMENT GROUP (DUMEG)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between multiple jurisdictions, the Village of Downers Grove (the "Village"), and the DuPage Metropolitan Enforcement Group ("DUMEG"), for the enforcement of drug and gang laws through multi-jurisdictional boundaries, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager, Village Clerk and Police Chief are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING  
THE DUPAGE METROPOLITAN ENFORCEMENT GROUP (DUMEG)

I. PURPOSE:

In order to combat the multi-jurisdictional illegal trafficking of narcotics, controlled substances and dangerous drugs, the undersigned law enforcement agencies hereby agree to pool and integrate law enforcement resources and personnel for the DuPage Metropolitan Enforcement Group (hereafter referred to as DUMEG) to coordinate the enforcement of drug and gang laws without regard to jurisdictional boundaries and to cooperate with State and Federal enforcement groups.

II. AUTHORITY:

This agreement is entered into by the undersigned pursuant to the provisions of Article VII, Section 10, of the 1970 Constitution of the State of Illinois; the “Intergovernmental Cooperation Act”, Illinois Compiled Statutes, Chapter 5, Section 220 (1975); and the “Intergovernmental Drug Laws Enforcement Act”, Illinois Compiled Statutes, Chapter 30, Section 715 (1992).

III. ORGANIZATION:

A. Policy Board

The undersigned agree that effective use of its personnel, in the enforcement of drug and gang laws, requires that a Policy Board shall be established. The DUMEG Policy Board shall be composed of an elected public official, or his/her designee, and chief law enforcement officer, or his/her designee, from each participating law enforcement agency. In the case of a unit of local government which is a county, the unit shall be represented by the Sheriff and the State’s Attorney or their respective designee. A local unit of government may authorize the transfer of municipal funds to DUMEG in lieu of providing personnel to participate in the program. In the case of a unit of local government which is a county, the Sheriff and State’s Attorney may authorize the transfer of county funds previously appropriated by the county board to their respective offices to DUMEG in lieu of providing personnel to participate in the program. The Policy Board shall supervise and oversee the operations of DUMEG, and make such reports to the Director of the Illinois State Police as that Department may require. In accordance with the expressed legislative intent in the “Intergovernmental Drug Law Enforcement Act”, the Policy Board shall determine that DUMEG operations are limited exclusively to enforcement of drug and streetgang related laws of this State, sister States or of the United States.

B. Executive Committee

The Executive Committee of the Policy Board shall be comprised of the Director of DUMEG, Chairman, Vice-Chairman, Fiscal Officer or his/her designee and two elected participating Law Enforcement agencies contributing personnel and two elected participating Law Enforcement agencies contributing financially to DUMEG. The Executive Committee shall be vested with the authority to act on behalf of the Policy Board when an emergency or other situation makes it impossible or impractical for the Policy Board to act. The Executive Committee shall also make any decisions required of the Policy Board during the interim period between Policy Board meetings.

C. Fiscal Officer

An elected official of a participating unit of local government shall be designated Fiscal Officer for DUMEG upon appointment of the Policy Board. The Fiscal Officer shall function as the sole Fiscal Officer for all participating agencies in DUMEG. The Fiscal Officer shall receive and disburse grant funds for the operation of DUMEG, but at no time shall consider the contribution of manpower or personnel from the Illinois State Police as a basis for the 50 percent matching grant from the State for the total operating budget from DUMEG. The Director of the Illinois State Police shall monitor DUMEG and determine its eligibility to receive State funding. Personnel salaries, the cost of purchasing vehicles and equipment contributed by participating units shall be considered in determining the amount of State contribution under the grant.

D. Operating Director

The Policy Board shall designate by majority vote an Operating Director who shall be responsible for the daily operations of DUMEG. The Operating Director shall report and be accountable to the DUMEG Policy Board.

IV. OPERATIONS:

- A. Each participating unit of local government may contribute to DUMEG, personnel, equipment, or cash as directed by the Policy Board. In the case of a unit of local government which is a county, the contribution shall be made by the Sheriff and the State's Attorney respectively.
- B. It is expressly understood by and between the parties that the police power of each member of DUMEG is extended to all officers of DUMEG operating pursuant to the terms of this agreement as provided for in Illinois Compiled Statutes, Chapter 5, Section 220 (1983).

- C. Sworn law enforcement officers recommended by the Policy Board and appointed as Inspectors shall continue to be employees of the participating units and shall be compensated by the units in accordance with their regular procedures and subject to the rules and regulations of the parent agencies, as well as those established by the Policy Board of DUMEG.
- D. Personnel contributed by participating units who are not sworn law enforcement officers shall continue to be regular employees of the participating units and shall be compensated in accordance with the participating units' regular procedures.
- E. Personnel employed by DUMEG who are not sworn law enforcement officers shall be subject to the rules and regulations promulgated pursuant to the terms of this agreement and such other regulations which may be promulgated by DUMEG or the Illinois State Police.
- F. Each unit of local government, Sheriff or State's Attorney, providing personnel to DUMEG shall provide gasoline for one (1) vehicle per officer assigned to DUMEG.
- G. Each participating law enforcement group shall retain disciplinary authority and jurisdiction over their sworn and non-sworn personnel.

V. FISCAL YEAR:

The Fiscal year of DUMEG shall commence on July 1 and terminate on June 30 of each calendar year.

VI. EQUAL EMPLOYMENT OPPORTUNITY:

The undersigned participating units of local government, Sheriff or State's Attorney are Equal Opportunity Employers and agree to subscribe to and comply with any and all laws, rules and regulations pertaining to Equal Opportunity, and further agree to abide by the rules and regulations of the Equal Employment Opportunity Commission (EEOC) and the Illinois Human Rights Commission.

VII. AMENDMENT:

This agreement may be amended at any time by written approval of all participants named herein.

Any subsequent changes or amendments to this agreement are binding upon all participants named herein.

VIII. CANCELLATION:

This agreement may be canceled at any time by written agreement of a majority of all participating governmental units herein named. In the event of such cancellation of this agreement, all equipment or materials purchased with State funds shall revert to the Illinois State Police. Any personal property contributed by an individual member shall remain the property of that member. Individual members may withdraw from this Agreement sixty (60) days subsequent to presenting the Policy Board with a written declaration of its intention to withdraw from this agreement. The initial participants to this agreement are required to supply their agreed contributions for a period of time not to exceed the statutory fiscal year of the unit's authority to budget or appropriate funds.

IX. RADIO-MAINTENANCE:

DUMEG agrees to maintain all automobile radios assigned to DUMEG cars.

X. VEHICLES:

The Operating Director shall at the earliest feasible time, purchase vehicles as needed and release to the participating member any vehicle contributed by that member, as well as be responsible to fulfilling fleet needs through purchase, use of forfeited vehicles, etc., as regulated.

XI. INSURANCE:

The Operating Director shall obtain liability insurance for the benefit of DUMEG, participating local governments, representatives thereof serving in any capacity in DUMEG, and sworn personnel to DUMEG. Such insurance and indemnification coverage shall be in such an amount as decided by the DUMEG Policy Board but not less than \$1,000,000. DUMEG shall acquire and maintain insurance in excess of \$1,000,000 for combined single limit liability for personal injury, bodily injury, property damage, and any violation of rights guaranteed by the Constitution of the United States, any award of attorney's fees, costs, and specific civil rights endorsement covering claims arising under 42 U.S.C., Section's 1981, 1983, 1985, and 1988.

XII. CONTRIBUTIONS:

A. Personnel and Equipment

The following law enforcement agencies whose respective units of government are signatories of this agreement shall contribute sworn law enforcement officers in the numbers specified:

1.	Addison Police Department	<u>1</u>
2.	Aurora Police Department	<u>1</u>
3.	Bartlett Police Department	<u>          </u>

4.	Bensenville Police Department	<u>1</u>
5.	Bloomington Police Department	<u></u>
6.	Bolingbrook Police Department	<u></u>
7.	Burr Ridge Police Department	<u></u>
8.	Carol Stream Police Department	<u>1</u>
9.	Clarendon Hills Police Department	<u></u>
10.	College of DuPage	<u></u>
11.	Darien Police Department	<u></u>
12.	Downers Grove Police Department	<u>1</u>
13.	DuPage County Forest Preserve	<u></u>
14.	DuPage County State's Attorney	<u>1</u>
15.	DuPage County Sheriff's Office	<u>1</u>
16.	Elk Grove Village Police Department	<u></u>
17.	Elmhurst Police Department	<u></u>
18.	Glendale Heights Police Department	<u>1</u>
19.	Glen Ellyn Police Department	<u></u>
20.	Hanover Park Police Department	<u></u>
21.	Hinsdale Police Department	<u></u>
22.	Itasca Police Department	<u></u>
23.	Lisle Police Department	<u></u>
24.	Lombard Police Department	<u>1</u>
25.	Naperville Police Department	<u>1</u>
26.	Oak Brook Police Department	<u></u>
27.	Oakbrook Terrace Police Department	<u></u>
28.	Roselle Police Department	<u></u>
29.	Villa Park Police Department	<u></u>
30.	Warrenville Police Department	<u></u>
31.	Wayne Police Department	<u></u>
32.	West Chicago Police Department	<u></u>
33.	Western Springs Police Department	<u></u>
34.	Westmont Police Department	<u></u>
35.	Wheaton Police Department	<u></u>
36.	Willowbrook Police Department	<u></u>
37.	Winfield Police Department	<u></u>
38.	Wood Dale Police Department	<u>1</u>
39.	Woodridge Police Department	<u></u>
40.	Illinois State Police	<u>3</u>

B. Financial

Those law enforcement agencies whose respective units have elected to authorize the transfer of county or municipal funds to DUMEG in lieu of providing personnel. To participate in this agreement these law enforcement agencies will provide fair share funding at the rate of five hundred twenty dollars (\$520.00) per sworn officer per DUMEG fiscal year, or as amended by the Policy Board.

1.	Addison Police Department	_____
2.	Aurora Police Department	_____
3.	Bartlett Police Department	_____
4.	Bensenville Police Department	_____
5.	Bloomington Police Department	_____
6.	Bolingbrook Police Department	_____
7.	Burr Ridge Police Department	_____ X _____
8.	Carol Stream Police Department	_____
9.	Clarendon Hills Police Department	_____
10.	College of DuPage	_____ X _____
11.	Darien Police Department	_____ X _____
12.	Downers Grove Police Department	_____
13.	DuPage County Forest Preserve	_____ X _____
14.	DuPage County State's Attorney	_____
15.	DuPage County Sheriff's Office	_____
16.	Elk Grove Village Police Department	_____
17.	Elmhurst Police Department	_____
18.	Glendale Heights Police Department	_____
19.	Glen Ellyn Police Department	_____ X _____
20.	Hanover Park Police Department	_____
21.	Hinsdale Police Department	_____ X _____
22.	Itasca Police Department	_____ X _____
23.	Lisle Police Department	_____ X _____
24.	Lombard Police Department	_____
25.	Naperville Police Department	_____
26.	Oak Brook Police Department	_____ X _____
27.	Oakbrook Terrace Police Department	_____
28.	Roselle Police Department	_____ X _____
29.	Villa Park Police Department	_____ X _____
30.	Warrenville Police Department	_____
31.	Wayne Police Department	_____
32.	West Chicago Police Department	_____
33.	Western Springs Police Department	_____ X _____
34.	Westmont Police Department	_____ X _____
35.	Wheaton Police Department	_____
36.	Willowbrook Police Department	_____
37.	Winfield Police Department	_____ X _____
38.	Wood Dale Police Department	_____
39.	Woodridge Police Department	_____
40.	Illinois State Police	_____



XIII. EFFECTIVE DATE:

This agreement shall become effective when subscribed by two (2) or more participating units of government. This agreement shall be in full force and effective upon its passage and approval in accordance with law.

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Chairman Bradley Bloom  
Hinsdale Police Department

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Director Mark D. Piccoli  
DuPage MEG

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Title/Name  
Entity