

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter referred to as the Memorandum, is entered into on August 15, 2015, by and between Lake County Sheriff's Office located at 25 S. Martin Luther King Jr. Avenue, Waukegan, Illinois 60085, the Department of Homeland Security, Immigration Customs Enforcement, Enforcement Removal Operations (DHS/ICE/ERO), located at 101 W. Congress Avenue, Chicago, Illinois, 60605, collectively known as the "Parties," for the purpose of establishing goals and working arrangements related to the Lake County Gang Task Force.

MISSION

Lake County Gang Task Force mission is to prevent, combat and interdict criminal gang activity in Lake County through the cooperation and involvement of municipal, state and federal entities in addition to the Lake County Sheriff's Office. This will be accomplished with presence, deterrence, partnership, intervention, prevention, education, suppression, prosecution and incarceration.

PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide structure for current activity, which may be related to the Lake County Gang Task Force.

AUTHORITY

The Department of Homeland Security, Immigration and Customs Enforcement (ICE) hereby enters into this Memorandum of Understanding in accordance with the Homeland Security Act of 2002, codified at Title 6 of the U.S.C.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The Parties agree that this document does not establish or create a formal legally binding agreement, but rather establishes a commitment by the Parties to work together collaboratively to support the Task Force goals and to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the Lake County Gang Task Force.

It is the responsibility of each of the Parties to supply and maintain its own equipment, including but not limited to, maintaining, insuring and fueling their assigned vehicles.

The Parties agree that ICE personnel appointed to the Lake County Task Force will remain employees of ICE for purposes of supporting of Task Force operations.

TIMELINE

The above outlined scope and objective may be contingent on the Parties obtaining the necessary funds as described within any grant or business loan application, if any. Responsibilities under this Memorandum may coincide with the grant period.

TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of two (2) years from the effective date and may be extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This Memorandum may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the Memorandum may be cancelled by either party within thirty (30) days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they will fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their own performance under the terms of this Memorandum.

If at any time either party is unable to perform their duties or responsibilities under this Memorandum consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights or liabilities shall arise or be assumed by or between the Parties as a result of the terms of this Memorandum. Each agency will ensure that its officers are properly trained and that its policies and procedures, whenever practicable, conform to the requirements which would allow for state prosecution.

NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

ASSIGNMENT

The DHS/ICE/ERO agrees that the officers it designates to serve on the Lake County Gang Task Force will be approved by the Lake County Sheriff. DHS/ICE/ERO may not assign or transfer the responsibilities or participation to another officer without the written consent of the Lake County Sheriff. All assigned officers will be required to complete mandatory forty (40) hour gang certification.

In the event the Lake County Chiefs of Police Association make funds available the tuition will be paid by this organization.

ENTIRE UNDERSTANDING

The herein contained Memorandum constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties acknowledge that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

MEMORANDUM OF UNDERSTANDING SUMMARIZATION

The Parties mutually acknowledge and agree to the following:

- The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of the Lake County Gang Task Force.
- It is not the intent of this Memorandum to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- The Parties to this Memorandum shall mutually contribute and take part in any and all phases of the planning and development to the fullest extent possible.
- It is not the intent or purpose of this Memorandum to create any rights, benefits and/or trust responsibilities by or between the parties.
- The Memorandum shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the partnership.
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in the support of the partnership, it shall then be controlled in accordance with Illinois governing laws, regulations and/or procedures.
- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this Memorandum provide such right or authority.
- The Parties have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.

FOR OFFICIAL USE ONLY

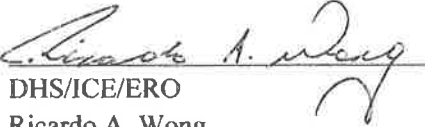
- Upon the signing of this Memorandum by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

Both Parties agree that this Memorandum does not constitute a legally binding agreement but represents that they shall strive to reach, to the best of their abilities, the goals and objectives stated in this Memorandum.

This Agreement shall be signed by the Lake County Sheriff's Office and the Field Office Director of DHS/ICE/ERO and shall be effective as of the date first written above.


Lake County Sheriff's Office Date 9/28/15


DHS/ICE/ERO Date 08/20/2015
Ricardo A. Wong
Field Office Director