

RESOLUTION 2009- 158
REPEALING RESOLUTION 2007-185 AND AUTHORIZING
INTERGOVERNMENTAL COOPERATION AGREEMENT
SCHOOL RESOURCE OFFICER POSITION
ELEMENTARY SCHOOL DISTRICT 73

WHEREAS, Resolution 2007-185 is hereby repealed; and

THIS INTERGOVERNMENTAL AGREEMENT, made this 10th day of August 2009, by and between the BOARD OF EDUCATION OF HAWTHORN ELEMENTARY SCHOOL DISTRICT 73, LAKE COUNTY, ILLINOIS (hereinafter "DISTRICT"), a body politic and corporate, and the VILLAGE OF VERNON HILLS (hereinafter "VILLAGE"), an Illinois municipal corporation. The VILLAGE and DISTRICT shall jointly be referred to as "Parties."

WHEREAS, Article VII, Section 10, of the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements; and

WHEREAS, the Intergovernmental Cooperation Act provides that public agencies may share powers through intergovernmental agreements, (Chapter 5 of the Illinois Compiled Statutes, Act 220, Section 1 et seq. (1996)); and

WHEREAS, the VILLAGE is a unit of local government, (Illinois Constitution, Article VII, Section 1) (1970), and a public agency, (5 ILCS 220/2) and the DISTRICT is a public school district, (Illinois Constitution, Article VII; Section 8) (1970), and a public agency, (5 ILCS 220/2); and

WHEREAS, the DISTRICT has had a successful partnership with the VILLAGE to obtain the services of Vernon Hills Police Officers to act as School Resource Officers ("SROs") at Hawthorn Elementary Schools since 2001; and

WHEREAS, in furtherance of its goals and the objectives of the aforesaid partnership, to protect the health, safety and welfare of the community the VILLAGE shall provide the DISTRICT with the services of Vernon Hills Police Officers to act as SROs by providing safety, educational and law enforcement resources and services related to unique DISTRICT needs;

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

1. REPRESENTATIONS. The representations set forth in the foregoing recitals are material to this INTERGOVERNMENTAL AGREEMENT and are hereby incorporated into and made a part of this Intergovernmental Agreement as they were fully set forth in Section 1.

2. **ASSIGNMENT OF SROs.** The VILLAGE shall continue to provide the DISTRICT with one Sworn Police Officer to act as the SRO during the regular school year beginning August, 2009 and during the summer session, if applicable, in accordance with Section 18 of this INTERGOVERNMENTAL AGREEMENT. The DISTRICT shall provide written notice to the VILLAGE in the event the DISTRICT becomes dissatisfied with the SRO's performance. It shall be in the VILLAGE's sole discretion to further train the SRO or have its Village Manager or his designee provide the DISTRICT with a replacement SRO.

3. **VILLAGE EMPLOYEE.** SROs shall be employees of the VILLAGE and shall receive compensation and benefits from the VILLAGE accordance with any, applicable bargaining agreement covering the SRO and any applicable VILLAGE rules, regulations, policies and standards, as the same may be amended from time to time. SROs shall at all times remain under the supervision, direction and control of the VILLAGE, specifically the Chief of Police or his designee, in accordance with applicable ordinances, statutes, rules and regulations. SROs are subject to discipline only by the VILLAGE; in accordance with any applicable bargaining agreement and any applicable VILLAGE rules, regulations, policies and standards, as the same may be amended from time to time.

4. **OUTSIDE FUNCTIONS.** SROs may be assigned to other, non-school related police functions during such periods when the school is not in session, such as vacation and holiday periods, and shall always be subject to call for other non-school related police functions as the VILLAGE deems necessary.

5. **SERVICES PROVIDED.** SRO's duties and responsibilities shall include, but not be limited to:

A. Educational responsibilities;

i. Work collectively with the DISTRICT administration and staff of the DISTRICT (hereinafter "staff") to plan and schedule appropriate lessons in gang activity, violence prevention and management and substance abuse resistance education.

ii. Provide educational presentations to students on gang activity, violence prevention and management, and drug and alcohol resistance.

iii. Assist the curriculum department in evaluating curriculum units taught on gang activity, violence prevention and management and drug and alcohol resistance education training.

iv. Actively participate in any DISTRICT's Substance Abuse Programs Committee. Provide training for the faculty and staff on the SRO program, as well as on topics of interest and importance to the staff related to his/her expertise.

v. Assist the DISTRICT in the preparation of educational programs concerning social problems in which violations of the law may be involved.

vi. Provide presentations to students on the role of law enforcement in society, safety, ethics and good citizenship, and to assist the DISTRICT in planning preventive programs in the areas of substance abuse and gang-related activities.

vii. Other duties as may be assigned by the Chief of Police.

B. Resource Responsibilities:

i. Maintain office hours each day for consultation with students, parents, staff and faculty.

ii. Act as a resource with respect to delinquency prevention.

iii. Work collaboratively with any Parent Teacher Associations to arrange and participate in parent/community education sessions.

iv. Interact with students as positive role models, especially during lunch and study hall periods.

v. Work collaboratively with DISTRICT administrators and counselors to develop strategies for dealing with behaviorally at-risk students.

vi. Establish a working relationship with behaviorally at-risk students, providing counseling or mentoring as necessary.

vii. Develop and maintain positive and personal relationships between law enforcement personnel and students as needed.

viii. Work closely with DISTRICT officials including the Guidance Department, referring DISTRICT discipline violations to and working with various DISTRICT Deans.

ix. Work with parents of children exhibiting runaway and/or truancy problems.

x. Attend advisory meetings with DISTRICT administrators or counselors and students with serious problems, which violations of the law may be involved.

xi. Enforce the statutes and ordinances of the State of Illinois and Village of Vernon Hills.

xii. Other duties as may be assigned by the Chief of Police or by the School Superintendent in concurrence with Chief of Police.

6. COURT APPEARANCES. The appropriate DISTRICT personnel shall attend any required court appearances on behalf of the DISTRICT for cases in which students are involved. SROs may accompany the appropriate DISTRICT personnel to those court appearances when necessary.

7. FINANCIAL ARRANGEMENTS.

A. The DISTRICT shall reimburse the VILLAGE in the amount of \$62,000 (Sixty Two Thousand Dollars) to partially offset the costs associated with the School Resource Officer position for the 2009/2010 school year. The entire balance shall be due and payable on May 1, 2010.

B. There is no VILLAGE obligation to continue any provision of this INTERGOVERNMENTAL AGREEMENT should funding from the DISTRICT cease or be modified from the terms of this INTERGOVERNMENTAL AGREEMENT.

8. EQUIPMENT AND FACILITIES. The DISTRICT will provide the resources, equipment and facility space necessary to facilitate SROs in the performance of their duties as delineated in Section 5 of this INTERGOVERNMENTAL AGREEMENT.

9. RECORDS, REPORTING and EVALUATION.

A. The VILLAGE shall be responsible for maintaining personnel, payroll training and all other records regarding the SRO as it would with all other VILLAGE employees.

B. The VILLAGE shall be responsible for maintaining records of costs incurred by the VILLAGE associated with the SRO program in order to facilitate accurate annual projections.

C. SROs, in collaboration with assigned staff from the VILLAGE and the DISTRICT, shall prepare and submit a written assessment of the SRO program to the Chief of Police and the Superintendent of Schools within 30 days of the completion of each regular school year.

10. INDEMNIFICATION.

A. The DISTRICT hereby agrees to indemnify and hold harmless the VILLAGE, its trustees, officials, employees and agents for any costs, claims, actions or

causes of action including reasonable attorneys fees, which may arise from the DISTRICT's obligations and performance under this INTERGOVERNMENTAL AGREEMENT.

B. The VILLAGE hereby agrees to indemnify and hold harmless the DISTRICT, its Board of Education, officers, employees and agents for any costs, claims, actions or causes of action, including reasonable attorney's fees, which may arise from the VILLAGE's obligations and performance under this INTERGOVERNMENTAL AGREEMENT.

C. The VILLAGE is insured for liability purposes for up to twelve million dollars by the Illinois Risk Management Association. The VILLAGE may provide a letter to the DISTRICT confirming its ability to cover its liabilities arising from this agreement. The DISTRICT shall provide written confirmation to the VILLAGE, confirming that it has sufficient liability insurance to cover its liabilities arising from this agreement.

11. **NOTICE.** All notices required or to be given pursuant hereto shall be in writing and either delivered personally or by a nationally recognized "over-night" courier service or mailed by United States certified or registered mail, postage prepaid, addressed to VILLAGE and DISTRICT as follows:

If to VILLAGE:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attention: VILLAGE Clerk

If to the DISTRICT:

Hawthorn Elementary District 73
841 West End Court
Vernon Hills, IL 60061
Attention: Superintendent Dr. Susan Zook

With copies to: Village Manager
290 Evergreen Drive
Vernon Hills, IL 60061

A. Notices shall be deemed effective and properly delivered and received when and if either.

- i. Personally delivered;
- ii. Delivered by Federal Express or other overnight Courier, prepaid;
- iii. Deposited in the U.S. Mail, by registered or certified mail, return receipt requested: or
- iv. By facsimile or electronic transmission, if a hard copy of the same with proof of transmission is mailed on the date of transmission.

B. Either Party may change the names and addresses of the persons to whom notices or copies thereof shall be delivered, by written notice to the other Party, as the case may be, in the manner herein provided for the service of notice.

12. FINAL APPROVAL. This INTERGOVERNMENTAL AGREEMENT is subject to the approval of the President and Board of Trustees of the VILLAGE and the School Board of the DISTRICT. If either the President and Board of Trustees or the School Board fail to approve this INTERGOVERNMENTAL AGREEMENT, there shall be no liability or future obligations on the part of either Party and this INTERGOVERNMENTAL AGREEMENT shall become null and void and of no further force and effect.

13. ENTIRE AGREEMENT. This INTERGOVERNMENTAL AGREEMENT contains the entire contract between the Parties, and no oral representations, promises, or undertakings shall affect, vary, alter or modify the terms of this document.

14. REVIEW AND REVISION PROCEDURES. Review of the SRO program and/or this INTERGOVERNMENTAL AGREEMENT may be conducted by either Party, as deemed necessary by that Party. Modification or amendment of the INTERGOVERNMENTAL AGREEMENT, however, shall be in accordance with Section 15 of this INTERGOVERNMENTAL AGREEMENT.

15. MODIFICATIONS/AMENDMENTS. This INTERGOVERNMENTAL AGREEMENT may be amended only in writing with approval of both the Parties.

16. GOVERNING LAW. This INTERGOVERNMENTAL AGREEMENT shall be governed by Illinois law.

17. SEVERABILITY. If any provision of this INTERGOVERNMENTAL AGREEMENT is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.

18. DURATION OF AGREEMENT. This INTERGOVERNMENTAL AGREEMENT shall be effective upon final approval of the President and Board of Trustees of the VILLAGE and the School Board of the DISTRICT in accordance with Section 12 of this INTERGOVERNMENTAL AGREEMENT. It shall remain in effect until July 30, 2010.

19. TERMINATION. This INTERGOVERNMENTAL AGREEMENT may be terminated by either party with 90 days prior written notice served upon the other party.

20. WAIVER. If either Party waives a breach of any Section of this INTERGOVERNMENTAL AGREEMENT by the other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by either Party or prevent either Party from enforcing such provisions. No waiver shall be valid unless in writing and signed by an authorized officer of the VILLAGE.

21. **SIGNATURES.** The Parties, each acting with due authority have executed this INTERGOVERNMENTAL AGREEMENT by setting forth their respective signatures.

BOARD OF EDUCATION OF
HAWTHORN ELEMENTARY
SCHOOL DISTRICT 73

VILLAGE OF VERNON HILLS

By *Susan Zroh*
Its Superintendent

By 
Its Village Manager

Attest: *Lisa Gray*
Secretary of the Board

Attest: *Anna Lattin*
Village Clerk

Date: 8/10/09

Date: 8/18/2009