

RESOLUTION NO. 050222R1

**RESOLUTION OF THE CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS,
AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OGLESBY,
LASALLE COUNTY, ILLINOIS AND ILLINOIS VALLEY COMMUNITY COLLEGE
TO ESTABLISH A SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the CITY OF OGLESBY currently provides police services to ILLINOIS VALLEY COMMUNITY COLLEGE, which College falls within the City's corporate boundaries of the City; and

WHEREAS, the CITY OF OGLESBY and ILLINOIS VALLEY COMMUNITY COLLEGE have engaged in negotiations over the CITY OF OGLESBY supplying a school resource officer to ILLINOIS VALLEY COMMUNITY COLLEGE; and

WHEREAS, the CITY OF OGLESBY and ILLINOIS VALLEY COMMUNITY COLLEGE have reached an agreement on the terms and conditions of the CITY OF OGLESBY supplying a school resource officer to ILLINOIS VALLEY COMMUNITY COLLEGE, which agreement is set forth in an Intergovernmental Agreement between the CITY OF OGLESBY and ILLINOIS VALLEY COMMUNITY COLLEGE, a copy of said Agreement being marked "Exhibit A", attached hereto and incorporated herein by reference; and

WHEREAS, the corporate authorities of the CITY OF OGLESBY deem it to be in the best interest of the public health, safety and welfare of the residents of the CITY OF OGLESBY to authorize the Mayor and City Clerk of the City of Oglesby to execute said Intergovernmental Agreement on behalf of the CITY OF OGLESBY,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSIONERS OF THE CITY OF OGLESBY, AS FOLLOWS:

1. The recitals contained in the preamble to this Resolution are incorporated by reference as if set out in full herein.

2. The Mayor and City Clerk of the CITY OF OGLESBY are hereby authorized to execute the INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS AND ILLINOIS VALLEY COMMUNITY COLLEGE, a copy of which is marked "Exhibit A", attached hereto and made a part hereof).

3. This Resolution will be in full force and effect after its passage, approval and publication as provided by law.

PRESENTED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oglesby, LaSalle County, Illinois, by an aye and nay roll call vote this 2nd day of May, 2022.

JASON CURRAN	_____	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS
TERRY EUTIS	_____	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS
JAMES CULLINAN	_____	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS
THOMAS ARGUBRIGHT	_____	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS
DOMINIC RIVARA	_____	AYE;	_____	NAY;	_____	ABSENT;	_____	PASS

APPROVED:

DOMINIC RIVARA, Mayor

AMY EITUTIS, City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS
AND ILLINOIS VALLEY COMMUNITY COLLEGE
TO ESTABLISH A SCHOOL RESOURCE OFFICER PROGRAM

This Intergovernmental Agreement (hereinafter "Agreement") is made this _____ day of _____, 2022, by and between the CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS, an Illinois Municipal Corporation (hereinafter "OGLESBY"), and ILLINOIS VALLEY COMMUNITY COLLEGE, an Illinois Community College (hereinafter "IVCC"), and is intended to formalize a Memorandum of Understanding previously agreed upon between the parties hereto:

WHEREAS, the parties hereto agree that it is mutually beneficial to both parties for an OGLESBY police officer to be assigned as School Resource Officer to IVCC, located within the City of Oglesby, LaSalle County, Illinois on the terms and conditions specified herein; and

WHEREAS, the OGLESBY Police Department recognizes and supports the need for safe schools and a safe learning environment for students and staff and in furtherance of that goal, the OGLESBY Police Department School Resource Officer shall work in partnership with IVCC school officials toward that end; and

WHEREAS, it is understood by all parties hereto that all officers of the OGLESBY Police Department assigned to IVCC shall be and remain employees of the City of OGLESBY; and

WHEREAS, the parties to this Agreement are authorized to enter into this Intergovernmental Agreement to provide and obtain the desired services pursuant to the state constitution (Ill. Const. 1970, art. VII §10) and state statute (5 ILCS 220/1 *et seq.*),

NOW, THEREFORE, in light of the mutually beneficial nature of providing a School Resource Officer under the terms and conditions specified herein, OGLESBY and IVCC agree as follows:

SECTION ONE

SELECTION OF RESOURCE OFFICER AND FINANCIAL COMPENSATION

The OGLESBY Police Department shall be responsible for the selection of a School Resource Officer (hereinafter collectively "SRO") to service the IVCC campus. Traits to be considered in that selection include the SRO candidate's willingness and

ability to work with youth, the candidate's level of maturity, patience, courtesy, tact, flexibility, approachability and verbal and written communication skills. A successful SRO must be a good role model for the youth and young adults of our community and the IMCC campus.

The SRO shall, as needed, attend IVCC activities outside of regular duty hours. The OGLESBY Police Department shall use its best efforts to have any requested services provided by the SRO outside of the SRO's regular duty hours in a manner which will not incur overtime for any SRO. IVCC shall pay OGLESBY on at least a monthly basis for all costs that OGLESBY incurs in providing any SRO service, including any overtime as requested by IVCC, knowing that OGLESBY is generally required to pay officers at least one and one-half (1.5) times their regular rate of pay for their overtime. OGLESBY agrees to provide an invoice to IVCC for SRO services and payment will be due to OGLESBY within thirty (30) day of the presentation of any such invoice. OGLESBY'S anticipated costs for furnishing an SRO to IVCC are estimated as follows:

	OGLESBY COST FOR IVCC SRO OFFICER		
<u>Year</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Hourly Wage	\$27.85	\$28.69	\$29.55
Annually	\$60,824.40	\$62,658.96	\$64,537.20
*_Health Insurance	\$6,258	\$6,258-	\$6,258
*_Pension	\$4,718	\$4,718	\$4,718
*State	\$2,730	\$2,730	\$2,730
*_Federal	\$8,744	\$8,744	\$8,744
*_Medicare	\$830	\$830	\$830
* Work Comp.	\$888	\$888	\$888
Total for 52 Weeks	\$84,992.40	\$86,826.96	\$88,705.20
Per Week	\$1,634.47	\$1,669.75	\$1,705.87
40 Week Avg.	\$63,150.80	\$64,494.80	\$65,870.80
SRO Certification	\$1,134	\$1,134	\$1,134
Squad Maintenance	\$2,700	\$2,700	\$2,700
Per Year Total	\$69,212.80	\$70,624	\$72,068.80

*Rates are average based on 2021 figures

SECTION TWO

LIABILITIES AND INSURANCE:

A. Each party hereto agrees to maintain general liability and worker's compensation insurance coverage on their own employees in the amount reasonably sufficient to protect itself in the event any causes of action or claims are filed, but under no circumstances should the general liability limits be less than \$1 million per occurrence and \$2 million in the aggregate. Statutory limits for worker's compensation will apply to cover the employees of each party. The parties hereto will provide to the other at least thirty (30) days advance notice in writing of any proposed cancellation or termination of any such insurance.

B. It is understood and agreed by the parties that no party to this Agreement shall be legally liable for any negligent or wrongful acts (either of commission or omission) chargeable to the other (unless such liability is imposed by law) and this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

SECTION THREE

JOB ACCOUNTABILITY

Any SRO will be primarily accountable to the OGLESBY Police Department and report directly to its dayshift patrol sergeant or Assistant Chief of Police. Any SRO is required to maintain an accurate accounting of cases worked, training received, number and type of presentations made and to whom, overtime worked, specials details and all other information worthy of reporting. This reported information will be due on a quarterly basis and is to be forwarded to the Assistant Chief of Police for OGLESBY via the SRO's chain of command. IVCC and OGLESBY acknowledge that any SRO shall remain responsive to the chain of command of the OGLESBY Police Department.

SECTION FOUR

UNIFORM

Any SRO will wear the regular police patrol uniform of the OGLESBY Police Department and drive a fully equipped OGLESBY patrol vehicle. More casual attire may be worn by an SRO (with permission from the SRO's supervisor) when the SRO is participating in school activities and school athletics that make wearing a uniform impractical.

SECTION FIVE

ON-DUTY STATUS:

Any SRO will normally work from 7:30 AM to 3:30 PM, Monday through Friday. Alterations to the SRO schedule may be made hereafter as mutually agreed to by the parties to this Agreement. An SRO may adjust the work schedule, with the approval of the SRO's immediate supervisor, in order to accommodate school activities and requests. An SRO's supervisor may approve overtime in advance when schedule adjustments are not practical. An SRO shall report to their assigned post at 7:30 AM, unless other arrangements are made in advance with the supervisor. An SRO is expected to leave information for school officials and their supervisor regarding their whereabouts when off campus. When school is not in session (i.e., holidays, summer vacation, midyear breaks, etc.), an SRO will report to their supervisor for further assignment. All SRO's shall remain employees of the City of OGLESBY and shall not be considered an employee of IVCC.

SECTION SIX

SRO DUTIES AND RESPONSIBILITIES, GENERALLY:

An SRO shall:

- A. Attend extracurricular activities held at IVCC within the City of OGLESBY when feasible, and promote a positive relationship between students and law enforcement officials;
- B. Understand school policies regarding how to distinguish disciplinary infractions to be handled by school officials versus criminal activity that warrants SRO involvement;
- C. Work with IVCC personnel to advise concerning vehicular and traffic safety on and around the school campus;
- D. Become thoroughly familiar with the campus and learn of any troublesome locations on and off campus and otherwise learn a complete knowledge of the campus that helps develop preventative tactics and techniques to promote a safe school environment.
- E. Act swiftly and cooperatively when responding to disruptions and criminal offenses at school or on school grounds, such as disorderly conduct by trespassers, the possession and/or use of weapons on campus, the possession, sale, distribution or use of alcohol or controlled substances, rioting or dangerous demonstrations, serious acts of vandalism, etc.;

F. Make reports of criminal offenses as per the OGLESBY Police Department's regulations as warranted, and investigate such acts that may occur at IVCC;

G. Provide assistance to other officers of the OGLESBY Police Department or other law enforcement agencies in their investigations of criminal offenses which are alleged to have occurred off campus, but may be related to school activities;

H. Familiarize themselves with the many issues confronting students, e.g., alcohol and drug use, gang involvement, weapons, bullying and suicide;

I. Work collaboratively with IVCC, SROs from other jurisdictions within the surrounding area and the County Probation and Health Departments to create a safe and drug free school and promote healthy youth development;

J. Provide direct intervention to students who are victims, witnesses, or perpetrators of violent crime;

K. Participate in an SRO Program evaluation by providing data and assisting with analysis and recommendations through partnership meetings;

L. Define safety and security measures, as needed, within IVCC and assist with implementation, but the services performed by the SRO are not intended to supplant those provided by existing IVCC security personnel;

M. Handle the primary responsibility of responding to calls for service and investigating crimes on the IVCC campus;

N. Conduct follow-ups on reports taken by patrol officers when appropriate;

O. Establish genuine rapport between students, faculty, and parents while being available to students, parents and faculty before, during and after school;

P. Provide a safe, healthy and secure environment on campus and in the immediate proximity of the campus;

Q. Provide routine marked police car patrol and foot patrol during the most critical times to discourage unlawful and antisocial behavior;

R. Provide intelligence to law enforcement and school officials relative to gang or drug activities and enforcement;

S. Give educational presentations to the student body, faculty, administration and other school-based groups relative to laws, the role of law

enforcement and other appropriate subjects;

T. Serve as a resource for IVCC and the OGLESBY Police Department by providing safety programs, special drug education classes in the school and assisting staff with presentations.

U. Train school administrators and faculty on gangs, youth subcultures and substance abuse;

V. Encourage input from the school and community to inform ongoing policies that promote a safe and inclusive school environment;

W. Train other OGLESBY Police Department personnel on the role of the SRO and on school issues important for officers to know;

X. Be a liaison between the school, police and probation departments, and the community to keep all informed of the activities of others who may be at risk or inclined to cause problems or commit crimes;

Y. Assist police investigators with information that will help solve cases;

Z. Assist school staff in lessening campus tension and provide assistance to campus supervisors as needed;

AA. Consider diversion opportunities rather than arrest, when appropriate;

BB. Use discretion in handling confidential material and information;

CC. Use all resources provided for the prevention, observation, intervention, investigation and reporting of unlawful acts;

DD. Coordinate all activities with school officials and staff members concerned and seek permission, advice and guidance prior to enacting any program within the school;

EE. Submit a monthly activity report to the OGLESY Sergeant who shall submit an activity report to the OGLESBY Police Chief at the end of each school year; and

FF. Comply with IVCC Board Policies while performing services to the extent such Policies are not inconsistent with the Oglesby Police Department's policies, procedures or other requirements.

SECTION SEVEN

OBLIGATIONS OF IVCC

IVCC shall cooperate with and support an SRO and the City of Oglesby Police Department in a proactive manner to ensure that the SRO program meets the expectations of IVCC, the OGLESBY Police Department, students, parents and the community. IVCC shall provide a private office, office furnishings, telephone, access to the security camera system, and a computer to an SRO for the SRO's use in the school.

SECTION EIGHT

RELATIONSHIPS

It is most important that any SRO become acquainted with school officials and understand school priorities and procedures, as well as state and local laws relevant to school safety and order. An SRO should also attend faculty meetings, assemblies and classrooms as often as possible and work in cooperation with school officials in building positive relationships. Any SRO shall conduct himself/herself in a manner that will reflect favorably on the OGLESBY Police Department and IVCC. Conduct above reproach is mandatory. Any SRO must be a positive role model, serving as a good example of a professional law enforcement officer. Any SRO must show respect for all students and parents and display fairness and consistency in handling all issues that occur.

SECTION NINE

PREVENTATIVE STRATEGIES

SROs will provide information on drug use, underage drinking, drinking and driving, peer pressure, bullying, cyber bullying, gang awareness, sexual assault awareness, student privacy, search and seizure and other laws that apply to students, and shall provide information on careers in law enforcement and various other safety issues.

SECTION TEN

POLICE REPORTS

Staff members and site administrators shall only request police assistance: (1) when necessary to protect the physical safety of students and staff; (2) when required

by law; or (3) when appropriate to address criminal behavior of persons other than students. Police involvement should not be requested in a situation that can be safely and appropriately handled by IVCC's internal disciplinary procedures. In the event IVCC staff and/or any SRO is unclear as to how a situation should be handled, the Assistant Police Chief should be contacted immediately to make a determination as to how such situation should be handled. Calls for service at schools requiring or resulting in written crime reports will normally be the responsibility of the SRO if the reported incident is directly school-related and the SRO is readily available. When the SRO is not available, an OGLESBY patrol officer may handle the call for service. Crime reports needing additional follow up may be assigned to the OGLESBY Police Department's investigation division if the SRO is unable to complete the follow up.

SECTION ELEVEN

PROCEDURES FOR SCHOOL STAFF TO REQUEST POLICE ASSISTANCE WHEN REQUIREMENTS ARE MET

- A. Call 911, SRO, or any police officer in an emergency or crisis situation, and notify the site administrator as soon as possible;
- B. If there is no immediate danger to students or others, a staff member should always contact a site administrator to make the decision about whether to request police assistance for an incident involving potentially criminal behavior by a student; and
- C. A site administrator shall notify IVCC's Vice President for Business Services and create a written Incident Report the same day to detail police response to an incident involving a student as required by IVCC policy. Such reports should meet the disaggregated data requirements and, at the same time, protect the identity of students and refrain from revealing individualized information to the general public or relevant school community.

SECTION TWELVE

STUDENT DISCIPLINE

IVCC administrators shall have primary responsibility to ensure consistent enforcement of school rules and policies. If an administrator believes an incident is in violation of the law, he or she may contact the SRO to determine whether law enforcement action is appropriate. Pursuant to OGLESBY Police Department policy, IVCC administrators shall prioritize alternatives to school removals and police involvement, such as the use of restorative practices. Absent a real and immediate threat to student, teacher or public safety, incidents involving public order offenses, including disorderly conduct, disturbance/disruption of a school or public

assembly, trespass, loitering, profanity and fighting that does not involve physical injury or a weapon, shall be considered school discipline issues to be handled by school officials, rather than a criminal law issue warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket or summons, or actual arrest).

SECTION THIRTEEN

ARRESTS ON IVCC CAMPUS

To minimize disruption to the learning environment, OGLESBY police officers should consider the reasonableness of making an arrest on campus or summoning a student from a classroom. When considering whether it is reasonable to arrest or summon a student on campus, an officer shall consider the following:

- A. Whether the arrest or summoning is in response to the commission of a school related offense;
- B. The seriousness of the offense;
- C. Whether there is an imminent threat to public safety;
- D. Federal, state and local requirements; and
- E. Whether the officer is able to accomplish the arrest by other means.

If the arrest is not reasonable given the considerations listed above, the arrest or summons of the student should be made at another time and/or place.

SECTION FOURTEEN

TRAINING ON AND DISTRIBUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) FORMING THE BASIS OF THIS AGREEMENT

IVCC shall ensure that a Memorandum of Understanding (MOU) summarizing the basis of this Agreement is distributed to all IVCC staff and that appropriate training regarding the provisions of that MOU and staff responsibilities under the MOU are provided to its staff. SROs may, at the election of IVCC, participate in at least one such training session per year to include:

- A. School-related law enforcement best practices;
- B. Cultural competency in cross-cultural engagement between police

officers; and

C. Ongoing community intervention best practices and referral organizations.

An officer's effectiveness in the SRO program will be evaluated at the end of each school term. IVCC shall provide input into the evaluation. This may include a recommendation to the OGLESBY Chief of Police that the officer not be reassigned to the school the following year. The Chief of Police will seriously consider the evaluation and the input of IVCC when assigning an officer to the campus the following year and will make a good faith effort to address any concerns raised by IVCC. The final decision on which officer will be assigned as an SRO shall fall within the sole discretion of the OGLESBY Chief of Police.

SECTION FIFTEEN

EFFECTIVE DATE

This Agreement shall be effective as of the 1st day of June, 2022, or by such later date as when fully executed by both parties, whichever is later, and shall remain in effect through the 30th day of April, 2025, unless renewed by agreement of both parties or terminated as provided herein.

SECTION SIXTEEN

TERMINATION OF THIS AGREEMENT

Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

SECTION SEVENTEEN

MODIFICATION, ENTIRE AGREEMENT

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

ILLINOIS VALLEY COMMUNITY COLLEGE

By: _____

Date: _____

CITY OF OGLESBY

By: _____

Date: _____