
THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 22-10

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY COAL CITY COMMUNITY UNIT
SCHOOL DISTRICT NO. 1 PROVIDING FOR SCHOOL RESOURCE OFFICER
COVERAGE**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

SARAH BEACH
ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
DAVID SPESIA
DAVID TOGLIATTI
Village Trustees

RESOLUTION NO. 27-10

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF COAL CITY COAL CITY COMMUNITY UNIT
SCHOOL DISTRICT NO. 1 PROVIDING FOR SCHOOL RESOURCE OFFICER
COVERAGE**

WHEREAS, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, Coal City Community Unit School District No. 1 is an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the "District"); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village and the District are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, both the Village and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

WHEREAS, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's schools; and

WHEREAS, the Village is willing to provide such SROs in accordance with the terms of the intergovernmental agreement appended hereto as Exhibit 1 (the "Agreement"); and

WHEREAS, the President and Trustees (cumulatively, the "Corporate Authorities") hereby find that it is in the best interests of the Village to enter into the Agreement in substantially the form attached hereto as Exhibit 1; and.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Intergovernmental Agreement Between the Village of Coal City and Coal City Community Unit School District No. 1 Providing for A School Resource Officer ("Agreement") in substantially the form attached hereto as Exhibit 1, and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this 10 day of August, 2022, at Coal City, Grundy and Will Counties, Illinois.

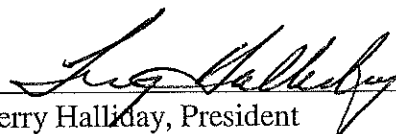
AYES: 5

ABSENT: 1

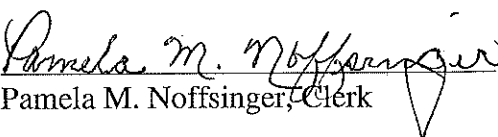
NAYS: 0

ABSTAIN: 0

APPROVED this 10 day of August, 2022.


Terry Halliday, President

Attest:


Pamela M. Noffsinger, Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF COAL CITY
AND COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1 PROVIDING FOR
A SCHOOL RESOURCE OFFICER**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made as of this 3 day of August, 2022, by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the "Village"), and COAL CITY COMMUNITY UNIT SCHOOL DISTRICT NO. 1, an Illinois body corporate and politic, organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois (hereinafter the "District") (collectively, the Village and District shall be known as the "Parties"). In consideration of the recitals and mutual covenants and agreements set forth below, the Parties hereby agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act defines the term "public agency" to mean any unit of local government as defined by the Constitution and any school district, among other public bodies (5 ILCS 220/2); and

WHEREAS, the Illinois Intergovernmental Cooperation Act provides that any power or powers, privileges, or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State (5 ILCS 220/3); and

WHEREAS, the Village and the District are public agencies as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution; and

WHEREAS, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's schools; and

WHEREAS, the Village is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

WHEREAS, both the Village and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

WHEREAS, the Village and the District have entered into previous Intergovernmental Agreements for said SROs; all previous said Intergovernmental Agreements are terminated; and the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs; and

WHEREAS, the Parties have found and determined that it would be in their mutual best interests to enter into this Agreement.

NOW THEREFORE, the Village and District hereby mutually agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. Term. This Agreement shall become effective on the last date on which a duly authorized official from one of the Parties executes the Agreement (the "Effective Date"). The services under this Agreement shall commence on the first date of student attendance of the 2022-2023 school year ("Commencement Date") and shall continue in full effect until the final date of student attendance of the 2025-2026 school year ("Termination Date"), unless earlier terminated as provided herein.

3. Designation and Assignment of Police Officers. The Village shall designate and assign two (2) police officers to serve as SROs for the District on a full-time basis during the school years within the term of the Agreement in accordance with the work schedule set forth in Paragraph 5. The Chief of Police of the Village has sole discretion to provide the District with police officers to serve as SROs, provided that the police officers assigned must meet the minimum qualifications set forth in **Exhibit A**, which is attached hereto and incorporated herein by this reference. The Parties acknowledge and agree that SRO positions are rotating positions for a non-determinate assignment period. At any time during the term of this Agreement, the Village shall replace an SRO with another police officer if the District provides the Village with a written request setting forth the rationale for the requested replacement ("SRO Replacement Request").

4. Employment of the SROs. The SRO shall remain an employee of the Village at all times and is considered to be on special assignment to the District during the school year. The SRO shall remain under the command of the Chief of Police at all times and shall be subject to the administration, supervision, and control of the Village, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and the Village shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the Village. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The SRO shall be covered by the Village's worker's compensation insurance.

Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. While on the District premises, the SRO works at the direction of the Superintendent or a designee, while maintaining adherence to all personnel rules of the Village.

5. SRO Work Schedule. The Village will provide two SROs on student attendance days during the school year from 7:30 a.m. to 3:30 p.m., except as otherwise mutually agreed by the Parties or as set forth herein. The District may from time to time request that an SRO work at an extracurricular District event or activity outside of the SRO's customary hours ("Evening Time"). If an SRO works such Evening Time at the District's request, the Parties understand and agree that the District shall pay the Village overtime for such Evening Time in accordance with the provisions of Section 7(F). The Parties understand and acknowledge that the mutual intent of the Parties is that each SRO shall be assigned by the Village to the District forty (40) hours per week during the school year.

SROs shall be present every day during the school year that classes are scheduled to take place, except as the Parties may otherwise mutually agree from time to time to compensate for Evening Time and avoid overtime, and as otherwise provided herein. The SROs will be encouraged by the Parties to minimize discretionary absences on school days. In the event that one SRO is absent, on vacation, or otherwise unable to be present on a student attendance day, the Parties agree that the remaining SRO would be posted at the high school and a second on-duty Village police officer shall remain available at all times to respond promptly to a call from the District as the need arises. If both SROs are unavailable on a student attendance day, then the Chief of Police shall designate and provide one (1) substitute officer to act as the SRO for the day and a second on-duty police officer shall remain available at all times to respond promptly to a call from the District as the need arises.

On days when school is not in session, the SRO may be assigned to duty at the Police Department.

Any semi-permanent or permanent adjustment to the SRO's schedule shall be in writing and subject to the agreement of the Village and the District.

While on-duty at the District and serving in the capacity as SRO, the SRO shall wear his/her Police Department issued uniform. The SRO will be armed and will also carry handcuffs and a Police Department radio.

6. SRO Duties. The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

- A. Enforce all laws and municipal ordinances to coordinate the Parties' efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;
- B. Investigate all criminal complaints involving juveniles taking place in District schools;
- C. Provide information and give presentations to students, staff, and parents in areas such as drug and alcohol prevention, online safety, cyber bullying, criminal gang activity, vandalism, theft,

personal violence, trespassing, and other civil rights and legal topics of interest to the District and within the SRO's area of expertise;

- D. Appear and testify in court proceedings and school suspension review and expulsion hearings, as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation;
- E. Be proactive regarding patterns of delinquency, street gang membership and activity, and problem areas around the school to strive toward prevention, operational excellence, and efficiency;
- F. Assist school personnel with managing escalated and agitated students, parents, and others, crowd control, and vehicle traffic patterns to strive toward prevention, operational excellence, and efficiency;
- G. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans, and identify proactive solutions;
- H. : Maintain and report to the District a record of reported criminal incidents and arrest activities;
- I. Serve as liaison between the District and the Police Department;
- J. Maintain a high level of visibility during arrival, lunch, passing periods, and departure as schedule permits;
- K. The Parties acknowledge that police officers are responsible for criminal law issues, not school discipline issues. Thus, absent exigent circumstances, the SRO will not enforce school policies and regulations involving student behavior and discipline, except in exigent circumstances; and
- L. Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the Village.

7. Compensation.

- A. It is the intention of the Parties that the District shall pay 50% of all expenses

associated with the Village's employment of the SROs during the term of this Agreement. These expenses include, without limitation, the following:

- i. Wages, including overtime and sick pay;
- ii. Employer contributions to FICA and Medicare
- iii. Health, vision, dental and life insurance;
- iv. Training;
- v. Uniform allowance; and
- vi. Police pension contributions.

B. 2022-2023: For the 2022-2023 school year, the District shall make a payment to the Village equal to ONE HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED SIXTY SEVEN AND NO/100 DOLLARS \$147,967.00 ("First Annual Payment") in accordance with Subsection 7.D., which the Village agrees appropriately compensates the Village for providing SROs to the District under the terms of the Agreement.

C. Successor years: For each school year after the 2022-2023 school year through the end of the term of the Agreement, the Parties agree to meet prior to August 1 each year for the purpose of reviewing the Village's aggregate expenses associated with its employment of the SROs for the upcoming school year ("SRO Total Expense"). One-half of the total compensation for the assigned SRO Total Expense shall be payable by the District to the Village in accordance with Subsection 7.D..

D. Each annual payment shall be paid in a single lump-sum within thirty (30) days of receiving a written invoice from the Village for the total annual payment due for the current school year. The Village shall invoice the District on or about January 31st annually. The annual payment shall be due and owing to the Village in accordance with the terms and conditions of the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

E. Early Termination:

- i. If the Agreement terminates prior to the end of a school year but after the District has remitted payment, the Village shall reimburse the District an amount that is equal to the following equation:

(Annual Payment then in effect / 180 days) X (number of school days remaining in the then-current school year following effective termination of the Agreement)

- ii. If the Agreement terminates prior to the end of a school year but before the District has remitted payment, the District shall pay the Village an amount that is equal to the following equation:

(Annual Payment then in effect / 180 days) X (number of school days elapsed in the then-current school year prior to the effective termination of the Agreement)

- F. District further agrees to pay the overtime cost incurred by the Village whenever the District requests the SRO for Evening Time. Said overtime costs will be the responsibility of the District. An hourly overtime rate shall be listed in **Exhibit B**. The Village will bill the District on a monthly basis for all overtime costs incurred in the prior month.

8. Accommodations. The District shall provide the SRO with the equipment, accommodations, and information reasonably necessary for the SRO to accomplish his/her job, including without limitation, District computer access codes, District office phone, District view capability of camera systems, key fob for any electronic access control system, and keys for interior and exterior access.

9. Assessment and Evaluation. Each SRO position is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the police officers designated by the Village as SROs, with a collaborative performance appraisal process involving District and Village officials. Interim performance assessments may be conducted as needed or required. In the event that the Village receives an SRO Replacement Request from the District, the matter will be the subject of immediate review and communication between the District and the Village. Because the SRO is an employee of the Village, the Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO.

10. Access to Records.

- A. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District and shall be maintained at the District in accordance with all applicable state and federal laws and regulations. The Parties agree to comply with all state and federal laws governing the handling of records, including, but not limited to, the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 *et seq.*), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 *et seq.*), and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without the District's consent or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any

reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

- B. Village Records. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement shall be the property of the Village and may constitute law enforcement records and shall be maintained by the Village in accordance with all state and federal laws and regulations governing the release of these records. In accordance with law, all records generated and maintained solely by the SRO and the Village shall not constitute student records.

11. Termination. Either party may terminate this Agreement at any time by providing the other party with at least sixty (60) days prior written notice of such termination. In addition, the Parties may terminate this Agreement by mutual consent and agreement.

12. Insurance.

- A. The Villages and District agree that they will each obtain and maintain, at all times during the term of the Agreement, liability insurance policies, including coverage for automobile liability, personal injuries and property damage, issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, with an "A-5" or better rating in the current edition of Best's Key Rating Guide, with contractual coverage containing agreements to defend, indemnify, and hold harmless as set forth in the section below, and in no event will such policies have less than the following coverage:
- i. Comprehensive general liability in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate, as applicable, combining single limit, bodily injury, and property damage.
 - ii. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
 - iii. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.
 - iv. Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence for all of its employees, in strict compliance with state law, and with sole responsibility for accounting for, reporting, and paying all costs in connection therewith.

- B. Each party may satisfy the insurance obligations herein through a self-insured intergovernmental risk pool or agency or through the party's self-insurance.
- C. All such policies in which either Party is a named insured shall name the other Party's members, employees, agents, and volunteers as additional insureds.
- D. The Parties shall furnish one another with certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement each year in which the Agreement is in effect.
- E. The policies shall provide that the policies will not be terminated, canceled, or materially changed without ten (10) days advance written notice to the other Party to the Agreement. Any required payment made will be reimbursed by the other Party upon demand.

13. Mutual Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, their governing Boards, members, officers, employees, agents, representatives, and volunteers, in their individual and official capacities (collectively, "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, fee, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by Indemnitees arising from, incident to, connected with or growing out of any wrongful or negligent act or omission of the other Party, or of any employee, agent, representative, contractor, or volunteer thereof (collectively, the "Indemnitor"), acting within the scope of their authority and related to the performance of this Agreement. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Parties and/or any of their respective officials, officers, employees, volunteers, and or/agents. Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the Party providing the indemnification shall be allowed to raise, on behalf of the other Party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised including, but not limited to, any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

14. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and

communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered in duplicate at, the following address:

Village of Coal City Police Department
545 S. Broadway
Coal City, IL 60416
ATTN:Chief of Police

With a copy to: Mark Heinle
Ancel, Glink, Diamond, Bush, DiCianni &
Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563
Email: mheinle@ancelglink.com

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Coal City Community Unit School District No. 1
550 S Carbon Hill Road
Coal City, IL 60416
ATTN:Superintendent

With a copy to: Whitt Law LLC
70 S. Constitution Dr.
Aurora, IL 60506

15. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois which are incorporated herein. Any suit brought to enforce the provisions of this Agreement shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois.

16. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

18. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

19. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

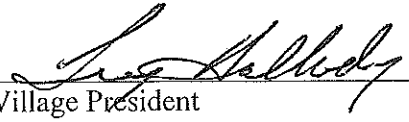
20. Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

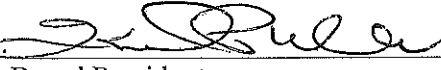
21. Authority to Execute. The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

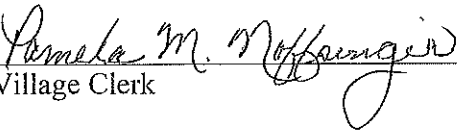
COAL CITY COMMUNITY SCHOOL
DISTRICT NUMBER 1

By: 
Village President

By: 
Board President

ATTEST

ATTEST

By: 
Village Clerk


By: 
Board Secretary

EXHIBIT A

Minimum SRO Qualifications

The SRO must, at a minimum, possess the following qualifications:

1. Be a sworn peace officer in good standing with the Police Department;
2. Be off probation as a police officer with the Police Department;
3. Have at least two years of active duty police experience;
4. Have strong oral, written, and interpersonal skills, including public speaking;
5. Experience in, and knowledge of, drug and gang awareness;
6. Be able to function as a strong role model for students in the District; and
7. Pass a criminal background investigation pursuant to 105 ILCS 5/10-21.9.

EXHIBIT B

Overtime Rates

The rates below reflect the current MAP collective bargaining agreement. The terms of this contract runs through April 30, 2024. As new agreement(s) are agreed upon, these rates shall be updated to reflect the current agreement.

<i>Overtime Rate per hour</i>	<i>Position</i>
\$56.33	Officer
62.30	Sergeant

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