

**VILLAGE OF VERNON HILLS
RESOLUTION 2021-016**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE AN
AMENDED INTERGOVERNMENTAL AGREEMENT WITH HIGH SCHOOL
DISTRICT 128 FOR A SCHOOL RESOURCE OFFICER POSITION**

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 of Vernon Hills (“Village”) is a unit of local government, (Illinois Constitution, Article VII, Section 1) (1970), and a public agency, (5 ILCS 220/2) and High School District 128 (“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 Vernon Hills High School since 2000; 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 continue to 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, BE IT RESOLVED BY THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:**

That the Intergovernmental Agreement between the Village of Vernon Hills and the High School District 128 is approved and that the President is hereby authorized and directed to execute the agreement attached hereto as Exhibit A.

Dated this 19th day of January, 2021

Adopted by roll call vote as follows:

AYES: 6 – Takaoka, Oppenheim, Schenk, Marquardt, Forster, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Byrne

Adopted this 15th day of June 2021, by the President and Board of Trustees of the Village of Vernon Hills, Illinois.


Thom Koch Jr., Village President Pro Tem

PASSED: 06/15/2021
APPROVED: 06/15/2021
ATTEST: 06/15/2021

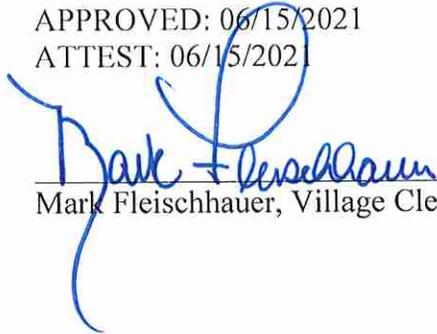

Mark Fleischhauer, Village Clerk



EXHIBIT A

**INTERGOVERNMENTAL COOPERATION AGREEMENT
SCHOOL RESOURCE OFFICER POSITION
HIGH SCHOOL DISTRICT 128 / VILLAGE OF VERNON HILLS**

**INTERGOVERNMENTAL COOPERATION AGREEMENT
SCHOOL RESOURCE OFFICER POSITION
HIGH SCHOOL DISTRICT 128/
VILLAGE OF VERNON HILLS**

THIS INTERGOVERNMENTAL AGREEMENT, made this 26th day of April 2021, by and between the **BOARD OF EDUCATION OF VERNON HILLS HIGH SCHOOL, DISTRICT 128, 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 be jointly 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 Vernon Hills High School since 2000; 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 12, 2021 and during the summer session, if applicable, in accordance with Section 19 of this **INTERGOVERNMENTAL AGREEMENT**. The police officer selected by the **VILLAGE** for the SRO position shall have a demonstrated interest and potential for working with and counseling students. 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;
 - a. 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.
 - b. Provide educational presentations to students on gang activity, violence prevention and management, and drug and alcohol resistance.
 - c. Assist the curriculum department in evaluating curriculum units taught on gang activity, violence prevention and management and drug and alcohol resistance education training.
 - d. 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.
 - e. Assist the **DISTRICT** in the preparation of educational programs concerning social problems in which violations of the law may be involved.
 - f. 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.
 - g. Other duties as may be assigned by the Chief of Police.
 - B. Resource Responsibilities:
 - a. Maintain a presence at the school each day for consultation with students, parents, staff, and faculty.
 - b. Act as a resource with respect to delinquency prevention.
 - c. Work collaboratively with any Parent Teacher Associations to arrange and participate in parent/community education sessions.
 - d. Interact with students as positive role models, especially during lunch and study hall periods.

- e. Work collaboratively with **DISTRICT** administrators and counselors to develop strategies for dealing with behaviorally at-risk students.
- f. Establish a working relationship with behaviorally at-risk students, providing counseling or mentoring as necessary.
- g. Develop and maintain positive and personal relationships between law enforcement personnel and students as needed.
- h. Work closely with **DISTRICT** officials including the Guidance Department, referring **DISTRICT** discipline violations to and working with various **DISTRICT** deans.
- i. Work with parents of children exhibiting runaway and/or truancy problems.
- j. Attend advisory meetings with **DISTRICT** administrators or counselors and students with serious problems, which violations of the law may be involved.
- k. Enforce the statutes and ordinances of the State of Illinois and Village of Vernon Hills.
- l. Other duties as may be assigned by the 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** for 75% of the costs relating to the salary of the SRO. The entire balance shall be due and payable on June 1 of each year.
- 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. **BODY-WORN CAMERA.** Under current Vernon Hills Police Department policy and in accordance with State law and any other applicable laws and regulations, the SROs who have been trained by the Department in the use of such devices may wear a body-worn camera that captures audio/video images and may activate the body-worn camera when engaged in any law enforcement-related encounter or activity including (but not limited to) arrests, searches, interrogations, investigations, pursuits, and crowd control. All use of body-worn cameras shall be in accordance with Department policy, procedures, and/or general orders, and Illinois law.

Community caretaking functions such as general discussions with students, educational collaborations, and other interactions unrelated to the investigation of criminal activity will not be recorded. Any audio/video recordings made by the SRO will be law enforcement records, and will not constitute student records maintained by the District. However, if

permitted by law, and pursuant to the Reciprocal Reporting Agreement between the VILLAGE and the DISTRICT, upon request of the District access shall be provided to body-worn camera audio/video recordings for use in student discipline proceedings. If such recordings cannot legally be provided to the District, the Department will make all reasonable efforts to ensure the SRO is available to testify about the incident at any student discipline proceeding.

10. 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.

11. 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, as managed by the Insurance Program Manager Group (IPMG). 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.

12. NOTICE. All notices required to be given pursuant to this **INTERGOVERNMENTAL AGREEMENT** shall be in writing and either delivered personally or by a nationally recognized "overnight" 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 Dr.
Vernon Hills, IL 60061
Attention: **VILLAGE** Clerk

If to the **DISTRICT**:
District 128
50 Lakeview Pkwy, Ste. 101
Vernon Hills, IL 60061
Attention: Superintendent

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

- A. Notices shall be deemed effective and properly delivered and received when and if either:
- a. Personally delivered;
 - b. Delivered by Federal Express or other overnight courier, prepaid;
 - c. Deposited in the U.S. Mail, by registered or certified mail, return receipt requested; or
 - d. 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.

13. 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.

14. 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.

15. 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 16 of this **INTERGOVERNMENTAL AGREEMENT**.

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

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

18. 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.

19. 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 June 30, 2022. This **INTERGOVERNMENTAL AGREEMENT** shall be automatically renewed for

successive one (1) year periods thereafter, unless and until either Party serves a written notice of termination upon the other Party as set forth in Section 12 of this **INTERGOVERNMENTAL AGREEMENT**.

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

21. 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**.

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

BOARD OF EDUCATION OF
SCHOOL DISTRICT 128

By: _____

President

Attest: _____

Secretary

Date: April 26, 2021

VILLAGE OF VERNON HILLS

By: _____

Village Manager

Attest: _____

Village Clerk

Date: 6/15/21

EXHIBIT A: REPORTING PROCEDURES AND SRO STUDENT INTERVIEWS

Since the SRO is an agent of the **VILLAGE** and a member of the **DISTRICT** Team, there may be situations in which the proper jurisdiction becomes a question. In general, such questions will be resolved as follows:

1. Felony Offenses

- a. Persons committing crimes on school property or at school-related events off school property which constitute felonies shall be arrested and the cases referred to the Lake County State's Attorney's Office for prosecution.
- b. If a juvenile/student is alleged to have committed an offense which constitutes a felony the case shall be referred to the Juvenile Division of the Lake County State's Attorney's Office. The Superintendent will be notified of any such arrests.

2. Misdemeanor/Ordinance Violations

- a. Persons committing crimes on school property or at school-related events off school property which constitute a misdemeanor shall be given an ordinance violation or misdemeanor citation/arrest.
- b. If a Juvenile/student is alleged to have committed an offense which constitutes a misdemeanor, the case will be referred to the principal and Superintendent, who in consultation with the SRO, the Municipal prosecutor, or the Juvenile Division of the Lake County State's Attorney's Office, shall determine whether the person will be:
 - i. Disciplined under school policies and procedures, or
 - ii. Referred to Teen Court, a court diversion program based on the principles of restorative justice, or
 - iii. Prosecuted in the Circuit Court of Lake County by the Municipal prosecutor as an ordinance violation, or a criminal misdemeanor by the Juvenile Division of the Lake County State's Attorney's Office.

3. Traffic Offenses

- a. Traffic violators of license age shall be referred to Traffic Court. Persons committing violations of the Illinois Vehicle Code or County traffic ordinances on school property shall be ticketed, or arrested if warranted. The Superintendent or designee will be notified of any such arrests.

4. General Provisions

- a. Violators of school rules will be referred to the principal or dean.
- b. **DISTRICT** administrators and officials will initiate and conduct searches and/or interrogations upon reasonable suspicion of criminal wrongdoing. If the SRO develops probable cause to believe a crime has been, or is being committed, he or she may take appropriate law enforcement action.
- c. Where questions of jurisdiction arise and when time permits, the SRO, in consultation with the **VILLAGE** and the Superintendent or designee, will use his or her best professional judgment based on a thorough examination of the individual and the situation.

- d. In cases within his or her jurisdiction, the SRO shall provide the appropriate school administration with information of offenders, offenses, and incidents if the SRO believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, as permitted by 750 ILCS 405/1-7.

5. SRO Interviews of Students Suspected of Criminal Behavior

- a. Before detaining and questioning a student who is on school grounds and who is seventeen years of age or younger and who is suspected of committing a criminal act, the SRO must:
 - i. Ensure that notification or attempted notification of the student's parent or guardian is made; and
 - ii. Document the time and manner in which the notification or attempted notification is made.
- b. Before questioning the student about suspected criminal behavior, the SRO and Police Department officers must make reasonable efforts to ensure that the student's parent or guardian is present during questioning. Should the parent or guardian not be present during questioning, the SRO and Police Department officers must ensure that school personnel, including, but not limited to, a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other mental health professional, are present during questioning. Further, if practicable, the SRO and Police Department officers must make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.
- c. The above provisions do not apply to circumstances that would cause a reasonable person to believe that urgent and immediate action is necessary to:
 - i. Prevent bodily harm or injury to the student or any other person;
 - ii. Apprehend an armed or fleeing suspect;
 - iii. Prevent the destruction of evidence; and/or
 - iv. Address an emergency or other dangerous situation.

See School Code Section 22-85 (105 ILCS 5/22-85).