

# **PUBLIC SAFETY COMMITTEE**

## **AGENDA**

**Called by:** Aaron Booker, Chairman  
**Members:** Fred Wescott, Mike  
Zintak, Paul Arena, Angie Goral,  
Dan Fellars, Dorothy Redd

**DATE:** WEDNESDAY, JULY 15, 2020  
**TIME:** 5:30 PM  
**LOCATION:** ROOM 303  
COUNTY ADMINISTRATION BLDG  
404 ELM STREET  
ROCKFORD, IL 61101

### **AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Approval of May 21, 2020 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Authorizing Execution of a Police Services Agreement between Winnebago County and the Village of Machesney Park
- F. Resolution Approving an Intergovernmental Agreement for Harlem Consolidated School Resource Officer Program
- G. Other Matters
- H. Adjournment

**Winnebago County Board  
Public Safety Committee Meeting**  
Virtual Meeting – Zoom  
(Winnebago County YouTube Live)

Thursday, May 21, 2020  
5:30 PM

**Present:**

Aaron Booker, **Chairman**  
Angie Goral  
Dan Fellars  
Dorothy Redd  
John Butitta  
Paul Arena

**Others Present:**

Frank Haney, County Board Chairman  
Steve Chapman, Interim County Administrator

**Absent:**

Fred Wescott

**AGENDA:**

- A. Call to Order
- B. Roll Call
- C. Public Comment
- D. Resolution Extending Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to June 30, 2020
- E. Other Matters
- F. Adjournment

Chairman Booker called the meeting to order at 5:30 PM.

**Public Comment**

Chairman Booker omitted reading the Public Comment section of the Agenda due to no one present to speak.

**Resolution Extending Intergovernmental Cooperation Agreement for Police Services with the Village of Machesney Park to June 30, 2020**

Motion by Mr. Fellars and Seconded by Ms. Goral and Ms. Redd.

- A discussion followed.

Motion passed by unanimous voice vote.

**Other Matters**

None

**Motion to Adjourn.** Moved: Mr. Fellars, Seconded: Ms. Redd and Ms. Goral.  
Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling  
Administrative Assistant

**RESOLUTION  
of the  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

**SUBMITTED BY: PUBLIC SAFETY COMMITTEE**

**20-CR**

**RESOLUTION AUTHORIZING EXECUTION OF A POLICE SERVICES  
AGREEMENT BETWEEN WINNEBAGO COUNTY AND THE VILLAGE OF  
MACHESNEY PARK**

**WHEREAS**, the County of Winnebago wishes to enter into an Intergovernmental Agreement with the Village of Machesney Park for the providing of police services to the Village by the Winnebago County Sheriff's Department; and

**WHEREAS**, the County and the Village have agreed to an Intergovernmental Agreement outlining the respective obligations of the County and the Village for the provision of police serves, a copy of the agreement is substantially the same as that attached as Exhibit A to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman of the County Board of the County of Winnebago is authorized and directed to execute an intergovernmental agreement with the Village of Machesney Park for the providing of police services to the Village by the Winnebago County Sheriff's Department which is substantially similar to the attached Exhibit A.

**BE IT FURTHER RESOLVED**, that this Resolution shall be in full force and effect immediately upon its adoption by the County and the Village of Machesney Park.

**BE IT FURTHER RESOLVED**, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the president of the Village of Machesney Park and to the Sheriff of Winnebago County.

Respectfully submitted,  
Public Safety Committee

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Paul Arena

**POLICE SERVICES AGREEMENT BETWEEN WINNEBAGO COUNTY  
AND THE VILLAGE OF MACHESNEY PARK**

This **Police Services Agreement** ("Agreement") is made by and among the County of Winnebago, an Illinois body politic ("County"), the elected Sheriff of Winnebago County ("Sheriff") and the Village of Machesney Park, an Illinois municipal corporation ("Village"). The County and the Village shall each be a "Party" to this Agreement and collectively referred to as "Parties". It is acknowledged by the Parties that, although the elected Sheriff of Winnebago County is a signatory to this Agreement, he is not a governmental entity for the purposes of this Intergovernmental Agreement.

**WHEREAS**, Article VII, Section 10(a) of the Constitution of the State of Illinois authorizes municipal corporations and other governmental entities to join together in intergovernmental agreements for the purpose of achieving statutory objectives and goals individually and jointly, to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, the Village possesses the power and legal authority to provide law enforcement services within its jurisdictional boundaries; and

**WHEREAS**, the Village desires to enter into an agreement with the County to provide law enforcement services to the Village and its inhabitants; and

**WHEREAS**, the County agrees to render such law enforcement services through the Winnebago County Sheriff's Office ("WCSO") operated by the elected Winnebago County Sheriff.

**WHEREAS**, the ongoing management of the relationship between the WCSO and the Village will generally be conducted by and through the offices of the Village Administrator and/or the Mayor;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, performances, and promises contained herein, the Parties agree as follows:

## **1.0 SCOPE OF SERVICES.**

The County will provide to Village the Base Law Enforcement Services (“Base Services”) listed in **Schedule 1**, which is attached hereto and is incorporated herein by reference, in the same manner, and with the same equipment, as is customarily provided by the County in its primary jurisdiction unless otherwise set forth herein. General law enforcement services performed hereunder may include, if requested by the Village, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff and if approved by the Sheriff.

## **2.0 ORGANIZATION.**

The County will provide the Base Services through the following organizational structure:

**2.1 Machesney Park Division.** The County shall supply Base Services pursuant to this Agreement so that the Assigned Personnel (as hereafter defined) providing those Base Services are easily identifiable as members of the WCSO’s Machesney Park Division to be distinguished from law enforcement services provided by the County outside of the Village.

**2.2 Chief Policing Officer.** The County, through the elected Sheriff or his/her designee, and with advice and input of the Village which will be strongly considered and where possible followed, shall designate an employee, certified pursuant to the requirements of Section 2.4 below, to act as the Chief Policing Officer (“CPO”) for the Village. The CPO will coordinate Base Services delivery, attend Village Board and other public meetings as agreed upon by the Village and the Sheriff, ensure that the service set forth herein are maintained, prepare budget requests for presentation to the Village, schedule Assigned Personnel (as hereafter defined) required under this Agreement, maintain integrity of records and evidence, and generally manage law enforcement activities on behalf of the Village. The CPO shall report directly to the Sheriff for all matters related to this Agreement.

**2.3 Village Oriented Focus.** The Village shall consult with the CPO on what law enforcement issues and priorities are of importance to the Village. and, to the extent that the Village's priorities communicated to the CPO are reasonable and do not run contrary to WCSO directives, the CPO will be empowered by the Sheriff to command the Machesney Park Division in such a manner as to provide Base Services while taking into consideration the directives suggested by the Village. The Village shall continue to provide input regarding both general and specific law enforcement issues and priorities throughout this Agreement, as they may change from time to time, and to make recommendation as to expectations for communication of law enforcement issues for the

CPO or his designee. The Sheriff agrees to take into consideration the law enforcement recommendations of the Village. The CPO and all other Assigned Personnel providing services to the Village under this Agreement, in order to give official status to their actions, are authorized by the Village to provide such services.

**2.4 Patrol Shift Supervision.** The Sheriff will assign the number of WCSO supervisory personnel (“Supervisors”), as indicated in **Schedule 2**, which is attached hereto and is incorporated herein by reference. Each patrol shift shall have sufficient supervision in order to provide Base Services to the Village pursuant to this Agreement. The assigned Supervisors shall provide services as designated by and shall report directly to the CPO.

**2.5 Assigned Deputies.** The Sheriff shall assign the number of Sheriff’s deputies to the Village (“Assigned Deputies”), as indicated in **Schedule 2**, or as amended according to Section 6.3 of this Agreement. The Village and the WCSO shall timely set an annual meeting to review the roster of Assigned Deputies for the upcoming year. The Village shall be allowed to provide input on the roster. All Assigned Deputies shall be sworn members of the WCSO. The WCSO may assign personnel undergoing field training (Trainees) to Assigned Deputies working shifts in the Village who are WCSO training officers, but only when such training officers are present and on-duty. The Assigned Deputies shall provide Base Services to the Village as set forth in **Schedule 1** at the direction and assignment of the CPO and Supervisors. The Assigned Deputies may not be permanently reassigned away from the Village by the WCSO unless and until the WCSO consults with the Village as to the need for said reassignment. To the extent possible, the Sheriff will consider and, where appropriate, give preference in assigning personnel to be a member(s) of the Assigned Deputies to officers who are residents of the Village.

**2.6 Work Location.** The Village, at no charge to the County, shall provide space for a substation to the WCSO at the Village Hall located in Machesney Park, Illinois. County personnel identified in Sections 2.2, 2.4 and 2.5 (“Assigned Personnel”) above shall provide the Base Services exclusively within the Village limits, excepting requirements of investigative personnel to travel to locations outside of the Village in performance of investigative duties directly attributable to the Village. Assigned Personnel providing services under this Agreement may not be assigned to perform work or duties for the WCSO that do not pertain to the Village while they are on-duty in the Village, provided, however, the Sheriff may direct Assigned Personnel providing services under this Agreement to perform duties outside of the Village while they are on-duty in the Village should the Sheriff determine that there is a need to respond outside the Village in the usual and customary provision of mutual aid and backup to other law enforcement agencies or as is required pursuant to Section 14 of the Emergency Telephone System Act, 50 ILCS 750 *et seq.*

**2.7 Marking of Vehicles and Uniforms.** The vehicles and uniforms of the CPO, Supervisors and Assigned Deputies who are assigned full time to the Village under this Agreement shall display the Village as the primary agency. The WCSO badge shall be retained on the uniforms worn by Assigned Personnel providing services under this Agreement. Marked vehicles used by Assigned Personnel providing services under this Agreement shall display a graphic, to be mutually agreed upon by the Sheriff and the Village, that indicates to the public that the marked vehicle is assigned to and is functioning as part of the Machesney Park Division of the WCSO. The Sheriff shall approve the design for an appropriate identification patch to be displayed on uniforms identifying the Assigned Personnel providing services under this Agreement as part of the Machesney Park Division of the WCSO. The Village shall supply, at its sole expense, any identification patches to be applied to the uniforms of Assigned Personnel providing services under this Agreement.

**2.8 Sheriff to Retain Control.** Consistent and in conformance with the provisions of this Agreement, the Sheriff shall retain control over all matters incidental to the performance of the police protection and law enforcement services provided to the Village herein, including, but not limited to, the Assigned Personnel assigned to provide services to the Village pursuant to this Agreement, the methods of rendering such services, the level of standards of performance, the discipline of any personnel, and the general control of all personnel assigned to provide services under this Agreement, equipment, communication facilities, and all supplies necessary to the execution of this Agreement. At no time shall any officer, official or employee of the Village undertake to direct any of the Assigned Personnel as to matters incidental to the performance of police protection and law enforcement services.

**2.9 Village Employees.** All Village employees who perform work in conjunction with the County pursuant to this Agreement shall remain employees of the Village and shall not have any claim or right to employment, civil service protection, salary, or benefits of claims of any kind from the County based on this Agreement.

**2.10 Authority to Enforce Laws and Regulations.** While performing Base Services under this Agreement, all Assigned Deputies shall be authorized to enforce all Village codes, regulations, and ordinances.

**2.11 No Liability to County for Payment of Sheriff's Department Wages.** The Village shall not be called upon to assume any liability for the direct payments of any salaries, wages, benefits or other forms of compensation, collectively bargained or otherwise, to any Assigned Personnel providing services under this Agreement other than the required payments to the County set forth on **Schedule 3**.



### **3.0 REPORTING.**

**3.1 Division Reporting.** The County shall, maintain data for the Machesney Park Division, which shall be within the Village boundary, and which data reporting shall be separate and apart from the County's countywide reporting, and shall present that data to the Village to enable the Village to review criminal, traffic enforcement, dispatched calls for service, officer-initiated activity, and other such data as requested by the Village for events that occur solely within the Village. Further, the WCSO shall provide regular reporting and assessment of the data along with recommendations as to how services under this Agreement should be modified in order to address approved recommendations.

**3.2 Communications; Reciprocal Notification.** The Village shall notify the CPO when the Village has information about criminal activity it believes to be noteworthy for its extent or repetition. The CPO shall, as permitted by law, promptly notify the Village in the event of a significant criminal occurrence or other major event within the Village. A "significant criminal occurrence" shall be defined herein as those violent crimes recorded by the Federal Bureau of Investigation's National Incident Based Reporting System ("NIBRS") or other criminal activity the CPO and Village believe is important to communicate to each other.

**3.3 Activity Reports.** Each month, the Sheriff shall provide reports to the Village, on criminal and traffic activity within the Village limits. The reports shall include such information as requested by the Village provided such information exists and is readily obtainable from the records management system or computer aided dispatch systems. The Sheriff agrees to supply to Village detailed police reports and information as has been customarily shared in the past and as the Village otherwise requests from time to time unless State or Federal law prohibits such disclosure of information.

### **4.0 PERSONNEL AND EQUIPMENT.**

**4.1 Independent Contractor.** The County is acting hereunder as an independent contractor.

**4.1.1 Service Provided By County Employees.** All County employees rendering services hereunder shall be considered employees of the County for all purposes. Nothing in this Agreement shall constitute an offer of employment by the Village or otherwise create and employer-employee relationship between the Village and employees of the County.

**4.1.2 Employment Policies.** Policies and procedures of the WCSO concerning the CPO, Supervisors and Assigned Deputies, and which govern employment terms and conditions, compensation, benefits, human resources policies, personal conduct of personnel, standards of performance and discipline and other such similar

policies and procedures, will be administered solely by the WCSO as employer of the aforementioned personnel.

**4.1.3 CPO Work Schedules.** The Sheriff shall establish in consultation with the Village, the work schedule of the CPO, including requirements for attendance at certain specific events or meetings as generally described in Section 2.2 above.

**4.1.4 Machesney Park Division Operational Command.** Under the authority of the Sheriff, the CPO shall be in command of the operations at the Machesney Park Division and shall be responsible for the delivery of law enforcement services provided under this Agreement.

**4.1.5 Village Right to Request Replacement of Assigned Deputies and Supervisors.** The Village shall have the right to request the replacement of an Assigned Deputy and Supervisor providing services under this Agreement should the Village become dissatisfied by the performance of services provided or as a result of multiple citizen complaints or complaints from other public safety agencies about the performance of services provided by the Assigned Deputy or Supervisor. . The Village may initiate the replacement process by delivering to the CPO a detailed report documenting the reason for the replacement request. The CPO shall submit said report to the Sheriff within forty-eight (48) hours of receipt of the detailed report. The Sheriff or a Sheriff's designee shall respond to the Village with a plan to replace the WCSO employee and provide a timeline to complete the replacement. The WCSO shall use its best efforts to effect the reassignment within thirty (30) days of the date of the Village's submission of the replacement request to the CPO.

**4.1.6 Replacement of CPO.** The CPO designated under paragraph 2.2 may be replaced in the following manner:

**4.1.6.1 Village Request.** The Sheriff will replace the CPO within a reasonable time of receipt of a written request from the Village outlining the reasons for said request. Any written request for replacement of the CPO shall be delivered to the Sheriff personally or by certified or registered mail. The Sheriff may request a meeting with representatives of the Village to discuss the request.

**4.1.6.2 County Request.**

A. The Sheriff may not replace the CPO unless:

1. The CPO has been assigned to the Village in that capacity for three (3) consecutive years; or
2. The Village agrees with the Sheriff's decision to replace the CPO; or
3. The Sheriff determines the replacement of the CPO is in the best interests of the County, the WCSO or the Village. In such instance, the Sheriff shall meet with the Village to explain the concerns and issues necessitating the replacement of the CPO.

B. The Sheriff shall provide the Village with a minimum of 60 days' notice of its intent to replace the CPO. This notice shall be waived circumstances dictate a more expedited schedule, in which case the Sheriff shall provide the Village with as much notice as practicable and reasonable under the circumstances.

C. The choosing of the replacement CPO shall follow the procedure set forth in Section 2.2 above for selection of the CPO.

D. Upon naming the replacement CPO, the Sheriff will notify the Village and, should circumstances permit, provide for a two week training period for the replacement CPO to work on transition with the outgoing CPO.

**4.2 CPO: Temporary Replacement.** If the CPO assigned to the Village is absent or scheduled to be absent from duty for period in excess of 15 work days, the Sheriff shall, at the request of the Village, provide a temporary replacement for the CPO at the rank of Sergeant or above as soon as practicable, and until such time as the CPO is able to return to work at the Village. The Village may request a replacement CPO pursuant to Section 4.7.1 should it believe the continuing absence of the CPO is detrimental to the continued provision of Base Services.

**4.3 Staffing.** Standard shift staffing levels shall be as set forth in **Schedule 2** and shall consist of 5 Assigned Deputies and a Supervisor, or supervision as assigned by WCSO, if for identifiable reasons, 5 Assigned Deputies are temporarily not available, then there shall be a minimum of three (3) Assigned Deputies working per shift. The three Assigned Deputies may be comprised of any combination of Assigned Deputies and Supervisors. The Sheriff is responsible to assure the Assigned Deputies are present 24 hours a day, every day during the term of this Agreement. The Village shall be responsible for paying any overtime costs incurred in providing the staffing levels set forth above or for the provision of basic services under this Agreement. The CPO shall get prior authorization from the Village for overtime for staffing levels in excess of those set forth above or for the provision of services which are not provided as basic services under this Agreement.

**4.4 Capital Equipment; Budgeting.** After the initial year of this Agreement, and every year thereafter the CPO, in collaboration with the Village, and at least 90 days prior to the end of the Village's Fiscal year, shall submit an annual budget for the Machesney Park Division that will include payments due for Base Services as well as other required expenditures for equipment exceeding \$5,000 per item or group of like items ("Capital Equipment"). The Village shall ultimately have the right to approve the budgeted expenditures. Within **Schedule 3**, no new budgetary line items may be added as part of the Fee Schedule, during the term of this Agreement. Once Capital Equipment expenditures are approved by the Village, the Village agrees to take necessary action to reimburse the County upon receipt of the quarterly invoice provided to the Village. All purchases of Capital Equipment for the Machesney Park Division shall be made by the County who will retain title and ownership rights during the term of this Agreement and be required to return title of such assets or such equipment to the Village upon the Village's request. If Capital Equipment is damaged, and the cost of repair is less than the fair market value, the County shall generally be obligated to repair the Capital Equipment at no cost to the Village. If the cost of repair is greater than fair market value, then the Village shall receive a credit on the next monthly payment due under this Agreement equal to the fair market value of the damaged Capital Equipment. If the Village receives a credit as set forth, the payment for the replacement of the Capital Equipment for which the credit is given shall be the responsibility of the Village. If the County receives grant funding or other reimbursements for equipment items typically used by the WCSO and which falls under the definition of Capital Equipment under this Agreement, then the Village shall receive a credit for the proportionate share of funding received and only be required to reimburse the County for the remaining expenditure.

**4.5 Equipment Replacement.** Capital Equipment purchased by the County with funds provided by the Village for the purpose of providing services under this Agreement shall be maintained in a manner, and replaced at a point in time when it is mutually agreed that the equipment no longer meets the needs of the Machesney Park Division. In the event that the County auctions or otherwise sells Capital Equipment, the Village shall receive the economic benefit of such auction or sale in the form of a credit against Services or as otherwise agreed to between the Parties.

## **5.0 PERFORMANCE REVIEW SCHEDULE.**

The Sheriff shall meet with the Village at least quarterly, or as requested by the Village from time to time, to discuss the County's performance under this Agreement. The Village shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications consistent with the services required under this Agreement.

## **6.0 FEES.**

**6.1 Contract Amount.** In consideration for the Base Services provided by the County as

set forth in **Schedule 1**, the Village will pay to the County a monthly sum equal to one-twelfth of the Annual Base Expenditure amount, and on a quarterly basis, the actual cost incurred for Variable Costs identified in **Schedule 3**. The Parties agree that the Contract amount for this Agreement shall be adjusted annually, including retroactively, to reflect any actual increase or decrease in the personnel costs incurred by the County in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 collective bargaining agreement between the County and its Deputy Sheriffs.

**6.2 Billing.** The Village will remit payment for services rendered within 30 days after invoicing by the County. Payment shall be made to:

Winnebago County  
c/o Winnebago County Sheriff's Office  
650 West State Street  
Rockford, IL 61102

**6.3 Adjustment of Staffing Level.** In the event the Village is unable to fund this Agreement in its entirety, the Village will notify the County in writing at least 60 days prior to any requested changes regarding the level of staff services, and related capital equipment. The County shall make its best efforts to accommodate such staffing level changes requested by the Village. The Village may also request additional Assigned Personnel be added during the term of this Agreement at additional cost. Such additions shall be made by an addendum to this Agreement setting forth the costs the Village shall pay the County for such additional Assigned Personnel.

## **7.0 VILLAGE RESPONSIBILITIES.**

In support of the County's providing the services under this Agreement, the Village agrees as follows:

**7.1 Municipal Authority.** The Village hereby confers necessary municipal police authority on the CPO, Supervisors and Assigned Deputies in enforcing Village municipal ordinances and criminal and traffic codes within Village boundaries, for the purposes of carrying out this Agreement.

**7.2 Law Enforcement Services Outside This Agreement.** The Village shall provide for criminal justice system and emergency services necessary to support this Agreement that are directly attributable to enforcement of state and municipal laws within Village limits.

**7.3 No Assumption of Village Liability.** The County and the WCSO, and their officers

and employees, shall not be deemed to assume any liability for the contractual or tortious acts of the Village, its officers, agents, or employees. The term “agent” in this Paragraph shall not include Assigned Deputies as defined in Paragraph 2.5 above.

**7.4 Village to Provide Special Supplies.** The Village shall supply, at its own cost and expense, any special supplies, including, but not limited to, stationery, notices, forms, equipment, insignias where such is required by the Village or must be issued in the name of the Village.

**7.5 Village Prosecutor; Fine Revenue.** Subject to annual approval by the State’s Attorney, the Village may continue to retain legal counsel to prosecute Village ordinance violations, including traffic citations, on its behalf. The Village shall remain entitled to fine revenue and impound fee revenue resulting from prosecution of violations occurring within the Village and as the Village is otherwise entitled to receive pursuant to State law, Illinois Supreme Court Rules and as may be determined by the Clerk of the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County

**7.6 Drug Forfeiture Revenue.** Any revenue from forfeitures paid to or retained by the WCSO resulting from drug arrests by the Machesney Park Division within the geographic limits of Machesney Park (“Drug Forfeiture Revenue”), under State or Federal law, shall be reported to the Village. The WCSO shall annually apportion such Drug Forfeiture Revenue between the Village and the WCSO as follows: the WCSO shall retain the first \$15,000.00 of the Drug Forfeiture Revenue. Any Drug Forfeiture Revenue in excess of \$15,000.00 shall be apportioned equally between the Village and the WCSO. It is acknowledged by the Parties that the Village’s portion of the Drug Forfeiture Revenue shall only be used for law enforcement and narcotics enforcement purposes as permitted by State or Federal law. If the Agreement is terminated as provided herein, the portion of the Drug Forfeiture Revenue due to the Village shall be paid to the Village upon termination.

## **8.0 TERM.**

**8.1. Initial Term.** This Agreement will have an initial term from August 1, 2020, through April 30, 2024.

**8.2 Renewal.** Renewal, for an additional four (4) years, shall be automatic unless notice of termination is given in writing as provided under Paragraph 9.0, subject to the adjustments to the budget as provided in Section 4.4.

**8.3 Subsequent Renewals.** The Parties shall meet and confer in good faith twelve (12) months prior to the expiration of the then-current term to agree on any renewal or extension of this Agreement.

## **9.0 TERMINATION.**

Either Party may terminate this Agreement as follows:

**9.1 Written Notice Required.** The Party desiring to terminate this Agreement shall provide 18 months' prior written notice to the other Party.

**9.2 Transition Plan.** Upon receipt of such notice, the Parties agree to complete within 120 days, a plan for the orderly transition of responsibilities from the County to the Village prior to the end of the 18 months' notice period set forth above. The transition plan shall identify and address personnel, capital equipment, workload, responsibility for on-going investigations, and any other issues related to the transition. Each Party shall bear its respective costs in developing the transition plan. The minimum time frame to complete and implement a transition plan may be shortened as necessary if this Agreement is terminated due to lack of legislative appropriation by either Party. Upon completion of the transition plan, the parties shall then implement the transition plan for the balance of the 18month period to ensure a smooth transition of policing responsibilities. Village, in its sole discretion, may request a shorter transition period.

**9.3 Return of Equipment and Funds.** Upon termination of this Agreement, the County shall deliver to the Village all equipment (including all vehicles and titles) used to provide services to the Village under this Agreement that was purchased (either directly or through reimbursement) with Village funds.

**9.4 Discharge of All Obligations.** In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and except as otherwise provided herein, each Party shall be released from all obligations which would otherwise accrue subsequent to termination.

## **10.0 NOTICES.**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed given when delivered personally or when sent by certified or registered mail to the following:

Any notice to WINNEBAGO COUNTY shall be sent or delivered to:

Winnebago County Sheriff  
650 West State Street  
Rockford, IL 61102

Winnebago County Chairman  
404 Elm Street  
Rockford, IL 61101

With a copy to:  
Winnebago County State's Attorney  
Civil Bureau  
400 W. State Street, Ste. 804  
Rockford, IL 61101

Any notice to the VILLAGE OF MACHESNEY PARK shall be sent or delivered to:

Village Administrator  
Village of Machesney Park  
300 Roosevelt Road  
Machesney Park, IL 61115

#### **11.0 INDEMNIFICATION.**

**11.1 County Responsibility.** The County agrees to hold the Village harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the Village for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Assigned Personnel working under this Agreement. The County shall have no obligation to pay attorney's fees incurred by the Village in excess of \$20,000 to dismiss the Village from any suit filed by a third party pursuant to this Paragraph.

**11.2 Village Responsibility.** The Village agrees to hold the County harmless from any suit or claim brought by a person or entity not a party to this Agreement, and to reimburse the County for any and all damages, judgments or monies, including attorney's fees and costs of litigation, paid in good faith to a person or entity not a party to this Agreement, arising out of the performance or non-performance of Village personnel working under this Agreement who are not County employees assigned herein for the purpose of performing required services. The Village shall not be required to provide worker's compensation insurance or worker's compensation benefits to Assigned Personnel assigned to the Village under this Agreement, nor shall the Village be required to provide general liability or police liability insurance. The Village shall be responsible for paying a pro rata share of the County's Law Enforcement Liability Insurance premium which, based on the CPO,



Supervisors and the number of assigned deputies provided to the Village. This amount shall be included in the Budget which is provided in **Schedule 3** which shall be amended from time to time. Village shall also pay, over the term of the contract, an amount for Axon body cameras and tasers used by Assigned Personnel as set forth in **Schedule 3**.

**11.3 Disability Benefits.** The Village shall not be responsible for costs and requirements associated with long term disability benefits awarded for line of duty or non-line of duty injuries suffered by the CPO, Supervisors or Assigned Deputies while performing Base Services for the Village pursuant to this Agreement. These include, but are not limited to, requirements of the Public Employee Disability Act (5 ILCS 345/0.01 *et seq.*) or the Public Safety Employee Benefits Act (820 ILCS 320/1 *et seq.*), or other such laws now existing or implemented in the future regarding police officer injury and disability benefits. These shall be borne solely by the County as employer of the personnel defined in this Agreement.

**11.4 Proof of Insurance.** The County shall annually, or within ten days after a request made by the Village, provide the Village with proof of insurance covering all aspects of the County's duties and obligations under this Agreement, including but not limited to, general liability, automobile insurance, and umbrella coverage, naming the Village as an additional insured and provide each year an additional insured endorsement naming the Village.

## **12.0 AUDITS AND INSPECTIONS.**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the County and the Village during the term of this Agreement and for a period of three years after termination. Each party shall bear the costs of its respective audits.

## **13.0 AMENDMENTS.**

This Agreement may be amended at any time by mutual written agreement of all Parties with the same formalities as required for execution of this Agreement.

## **14.0 NO THIRD-PARTY BENEFICIARY.**

The County and the Village agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the County or the Village.

## **15.0 LEGAL REQUIREMENTS.**

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

**16.0 VENUE.**

The laws of the State of Illinois shall apply to the construction and enforcement of this agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this agreement or any provision hereto shall be in the Circuit Court of Winnebago County, Rockford, Illinois.

**17.0 WAIVER OF DEFAULT.**

Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.

**18.0 DISPUTE RESOLUTION**

In the event disputes between the Village and the County should arise over the terms and conditions of this Agreement, the Sheriff and the Village, or their respective designees, shall attempt to resolve any problems on an informal basis. The venue for any suit brought by one Party against the other shall be in the Circuit Court for the 17<sup>th</sup> Judicial Circuit, Winnebago County or, if appropriate, in the U.S. District Court for Northern Illinois, Western Division. The prevailing Party in any legal action to enforce the terms and conditions of this Agreement shall be entitled to receive and collect from the non-prevailing Party the reasonable attorney's fees and court costs incurred by the prevailing Party.

**19.0 ENTIRE AGREEMENT.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both Parties recognize that time is of the essence in the performance and the provisions of this Agreement.

**20.0 SEVERABILITY CLAUSE.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS

In witness whereof, the parties have executed this Agreement.

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Frank Haney  
Chairman of the County Board  
of the County of Winnebago, Illinois

ATTEST:

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Lori Gummow  
Clerk of the County of Board  
of the County of Winnebago, Illinois

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Gary Caruana  
Winnebago County Sheriff

---

Steve Johnson  
Village President  
Village of Machesney Park, Illinois

ATTEST:

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Lori Mitchell  
Village Clerk  
Village of Machesney Park, Illinois

## **SCHEDULE 1**

### **Base Law Enforcement Services**

**Base Law Enforcement Services shall include those services customarily provided, including but not limited to:**

- 1. General Police Protection and Law Enforcement Services which shall include, at a minimum:**
  - a. Patrol activities**
  - b. Response to Citizen Complaints**
  - c. Response to calls for services as assigned by the Winnebago County PSAP or other PSAP as contracted by the Village**
  - d. Active Officer-initiated Enforcement Services**
    - i. Traffic patrol**
    - ii. Ordinance Violations**
  - e. Mutual aid to out-of-jurisdiction law enforcement agencies**
- 2. Investigative Services**
- 3. School Patrols**
- 4. Special Event**
- 5. Community Service Policing as Assigned**
- 6. All other ancillary services which are provided at no charge to other municipalities within Winnebago County during the term of this Agreement and until such time as a fee is established for such services for all other municipalities.**

## **SCHEDULE 2**

### **Staffing Schedule**

- 1. Personnel Assigned:**
  - a. CPO: 1**
  - b. Patrol: 20**
  - c. Supervisor: .5**
  - d. Detectives: as assigned**
- 2. Daily Schedule**
  - a. Patrol Officer – 20**
  - b. Supervisor – .5**
  - c. Detective: as assigned**
- 3. Patrol – Staffing per Section 4.4 of this Agreement**

### SCHEDULE 3 FEE SCHEDULE

<u>Description</u>	<u>Amount</u>
<b>Base Law Enforcement Services</b>	
<b>Labor (fixed wages, benefits, taxes)</b>	
1.0 CPO	\$ 153,577.75
0.5 Sergeant	\$ 86,780.35
Detective Services	\$ 350,000.00
20.0 Patrol (avg. rate of patrol officers within County pool)	\$ 2,566,422.72
1.0 Secretary	\$ 40,675.55
 <b>Fixed Operating Expenditures</b>	
Records	\$ 71,559.57
Night Differential - 10 @ .75/hr	\$ 16,425.00
Liability Insurance - Law Enforcement*	\$ 33,149.10
Axon Body Cameras/Tasers (2021-2024 \$80,158)	\$ 0.00
General operational supplies (report forms)	\$ 800.00
<b>Total Annual Base Expenditure</b>	<b>\$ 3,319,390.04</b>
<b>1/12 Base Expenditure</b>	<b>\$ 276,615.84</b>
 <b>Variable Costs (to be reimbursed quarterly based on actual costs incurred)</b>	
<b>Operating expenditures</b>	
Fuel/Car Washes	\$ 65,000.00
Squad repairs and maintenance	\$ 50,000.00
Subscriptions, licenses & service fees	
MDT Alert Service	\$ 4,500.00
Cruiser Maintenance Fee	\$ 1,300.00
Verizon Network Cards	\$ 6,200.00
Starcom Maintenance	\$ 13,000.00
Overtime	\$ 107,400.00
CBA Wage Arrears (eff. 10/1/2019)	\$ 103,400.00
 <b>Capital Equipment</b>	
Squad Cars (3)	\$ 165,000.00
Support Equipment	\$ 25,000.00
<b>Total Estimated Variable Costs</b>	<b>\$ 540,800.00</b>
 <b>Grand Total Estimated Cost</b>	<b>\$ 3,860,190.04</b>

July 23, 2020 Board Meeting

**RESOLUTION  
OF THE  
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2020 CR \_\_\_\_\_

SUBMITTED BY: PUBLIC SAFETY COMMITTEE

SPONSORED BY: AARON BOOKER

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
FOR HARLEM CONSOLIDATED  
SCHOOL RESOURCE OFFICER PROGRAM**

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the County of Winnebago, Illinois is a “unit of local government” as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Board of Education of Harlem Consolidated School District No. 122 (hereinafter “the School District” or “District”) is a duly organized and existing school district and body politic of the State of Illinois.

**WHEREAS**, the School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a “unit of local government” as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Winnebago County Sheriff’s Office (“Sheriff”) provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

**WHEREAS**, the School District does not have a police force; and

**WHEREAS**, the School District wishes to have School Resource Officers available at its schools during the school year; and

**WHEREAS**, both the County and the School District, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Intergovernmental Agreement for the hiring of School Resource Officers provided by the Sheriff; and

**WHEREAS**, the purpose of this Intergovernmental Agreement is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of the County of Winnebago, Illinois that Frank Haney, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Intergovernmental Agreement with the Board of Education of Harlem Consolidated School District No. 122, as attached hereto.

**BE IT FURTHER RESOLVED** that the Intergovernmental Agreement entered into by Frank Haney pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect immediately upon its adoption.

**BE IT FURTHER RESOLVED** that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Winnebago County Auditor, Treasurer and County Administrator.



Respectfully submitted,

**PUBLIC SAFETY COMMITTEE**

**AGREE**

**DISAGREE**

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Aaron Booker, Chairman

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Paul Arena

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Dan Fellars

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Angie Goral

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Dorothy Redd

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Fred Wescott

\_\_\_\_\_  
Mike Zintak

\_\_\_\_\_  
Mike Zintak

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Frank Haney, Chairman of the  
County Board of the  
County of Winnebago, Illinois

ATTEST:

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Lori Gummow, Clerk of the  
County Board of the  
County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT  
FOR HARLEM CONSOLIDATED  
SCHOOL RESOURCE OFFICER PROGRAM**

This Intergovernmental Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Board of Education of Harlem Consolidated School District 122 (hereinafter "the School District" or "District") and the County of Winnebago, Illinois (hereinafter "the County") on behalf of the Winnebago County Sheriff's Office (hereinafter "the Sheriff"). The County, the Sheriff and the School District recognize the benefits of the School Resource Officer Program to the citizens of Winnebago County and particularly to the students of the School District located within the jurisdiction of the County. The goal of this understanding is to provide policing and community-oriented services to the School District.

***WITNESSETH:***

**WHEREAS**, Article 7, Section 10 of the Constitution of the State of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

**WHEREAS**, the School District is a duly organized and existing school district and body politic of the State of Illinois. The School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the County is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

**WHEREAS**, the Sheriff provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

**WHEREAS**, the School District does not have a police force; and

**WHEREAS**, the School District wishes to have a School Resource Officer ("SRO") available at its schools during the school year; and

**WHEREAS**, the County, Sheriff and the School District agree and understand that the School Resource Officer is an employee of the Winnebago County Sheriff's Office; and

**WHEREAS**, both the County and the School District, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Agreement for the hiring and posting of a School Resource Officer.

**NOW, THEREFORE**, in consideration of the terms herein set forth and the mutual covenants and obligations of the County and School District hereto; the School District and the County agree as follows:

**I. INCORPORATION OF RECITALS:**

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

**II. PARTIES:**

This Agreement is entered into by and between the School District and the County on behalf of the Winnebago County Sheriff's Office (herein referred to as "Sheriff"). The District and County are hereinafter collectively referred to as "Party" or "Parties."

**III. PURPOSE:**

The purpose of the School Resource Officer Program (hereinafter referred to as ("Program")) is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff and law enforcement officers.

**IV. FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM:**

The District shall compensate the Sheriff for the School Resource Officers (hereinafter referred to as "SRO") services, as detailed in Appendix A.

Beginning in the 2020-21 school year and continuing through the 2022-2023 school year, the District shall compensate the Sheriff for the School Resource Officer Program based on 75% of each officer's actual salary and benefits. The SRO agrees to be available for any necessary District staff training at the beginning of each school year.

It is contemplated that the work hours of the assigned SRO may be modified on days where the SRO's presence is required for evening events, and such evening events may be subject to an overtime rate. All overtime authorized by the District in writing prior to the work shall be paid to the Sheriff by the District at 100% of the overtime hours worked in the Program. The compensation due to the Sheriff from the District shall be adjusted on an ongoing basis to reflect the current salary costs of the Sheriff pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary costs.

## **V. EVALUATION AND FUTURE FUNDING:**

Prior to July 1<sup>st</sup> of each year, and as may be necessary from time to time, the County, Sheriff and District shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. The County, Sheriff and District agree to cooperate and negotiate in good faith in fulfilling the intent of the County, Sheriff and District concerning continuation of the Program and future funding of the Program by the County, Sheriff and the District.

## **VI. RIGHTS AND DUTIES OF THE SHERIFF:**

The Sheriff shall provide 2 School Resource Officers to the District as follows:

1. The Sheriff shall assign two regularly-employed police officers to the Program. Prior to assignment, the Sheriff will identify the proposed SROs and their qualifications to the District for consideration as SRO officers. The Sheriff will make the final selection of the SROs in consultation with the District. The Sheriff will not appoint a person as SRO to whom the District objects.
2. The Sheriff or designee shall perform scheduled and non-scheduled visits to schools within the District.
3. The School Resource Officers are and shall remain employees of the Winnebago County Sheriff's Office and shall be supervised through and directed by the Sheriff in consultation with the District. All activities of the School Resource Officers shall be undertaken as an employee of the

Winnebago County Sheriff's Office pursuant to all applicable laws and Sheriff's Department rules, regulations, policies and procedures.

4. Regular Duty Hours of the SROs.

- A. The SROs shall be regularly assigned to the Program when school is in session on weekdays, but not during summer school, from 8:00 a.m. to 4:24 p.m. on all days of student attendance. The SRO may also be in attendance, as necessary, pre-approved by the District and at an overtime rate, to i) testify at student discipline or expulsion hearings as requested; ii) attend school and District in-service training and iii) attend parent, faculty, student, administration and other meetings to provide information regarding the SRO Program (to the extent such programs fall outside the regular duty hours of the SRO).
- B. The SRO may be temporarily reassigned by the Sheriff during a law enforcement emergency or to participate in mandatory police training as determined by the Sheriff's Office. In such events, the compensation paid by the District shall be proportionately reduced.
- C. If the SRO assigned to the School District is absent on vacation, sick time, time coming leave, personal days off, military training or other authorized absences, there shall be no replacement unless preapproved by the School District. The Sheriff will provide the District with the costs of a replacement, except as herein provided in paragraph 3 of Appendix A, which is incorporated herein and attached hereto.

5. Duties, Obligations and Procedures of the SRO.

The SRO shall/will:

- A. Wear the utility pants commonly known as "BDUs" and polo shirt unless special circumstances require other form of dress.
- B. Provide classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.
- C. Participate in discussions to establish rapport with students.

- D. Take appropriate law enforcement action as required by law and Sheriff's Department rules, regulations, policies and procedures.
- E. Notify the school principal as soon as practical of any violations or actions which impact the school discipline, order or safety and such other violations and actions as the District Superintendent/principal reasonably requests to be reported. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the District Policies, Sheriff's Department rules, regulations, policies and procedures, and legal requirements with regard to such interviews.
- F. Obtain prior permission, advice and guidance from the District Superintendent/principal before enacting any law enforcement program with the District.
- G. Provide assistance to school administrators, faculty, and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from student unrest or unauthorized intruders.
- H. Be familiar with District Policies, including the District's Code of Conduct.
- I. Develop a rapport with students and a working relationship with student organizations, faculty, staff members, District administrators and community members.
- J. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, parking attendants, and building security personnel.
- K. Maintain detailed, accurate and up to date records as agreed by the Sheriff and District Superintendent/principal.
- L. Attend, whenever possible, school and District in-service training as recommended by the District Superintendent/principal.

M. Perform other duties which will promote the purposes of the SRO Program and which are mutually agreed upon by the District Superintendent/principal and the Sheriff.

N. Any additions to the above duties, obligations and procedures must be mutually agreed upon by the Sheriff and the District Superintendent. These protocols may be modified or amended at any time by unanimous written agreement of the Parties.

## **VII. RESPONSIBILITIES OF THE SCHOOL DISTRICT:**

The District shall provide to the full-time School Resource Officers the following materials and facilities, which are deemed necessary to the performance of the SRO Program.

1. A private office or area at each school within the District, furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records if necessary, in compliance with District policies, and State and Federal laws and regulations.
2. The District shall provide the books, handout material, or other materials necessary to support the SROs' teaching curriculum. Any materials to be used shall be communicated to the District for prior approval.
3. The District shall pay for the operating costs of two marked patrol cars, including but not limited to, fuel, oil changes, licensing, washing and all other reasonable and necessary maintenance and repairs.
4. The SROs shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense.



## **VIII. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER:**

The School Resource Officers shall remain employees of the Winnebago County Sheriff's Office and shall not be deemed employees of the District. The District and the Sheriff acknowledge that the School Resource Officers are law enforcement officers who shall uphold the law under the direct supervision and control of the Sheriff. The School Resource Officers shall remain responsive to the chain of command of the Sheriff's Department.

The District's Superintendent has the rights and responsibilities to report any alleged misconduct, non-compliance with the District's Policies or other questionable behavior on the part of the School Resource Officers to the Sheriff. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

## **IX. LIABILITY AND INDEMNIFICATION:**

It is the intent of the parties that the SROs are employees of the Sheriff's Department. The County and/or Sheriff agrees to defend, indemnify, and hold the District harmless from any claims, suits or causes of action arising from the performance of the duties of the SRO or employment claims brought by the SRO, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights violations, noncompliance with employment statutes, workers' compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

The District shall indemnify and hold harmless the County and/or Sheriff against any and all losses, liabilities, damages, claims, suits, costs, actions, expenses or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the District and/or the District's employees in connection with or as a result of this Agreement.

Nothing in this Agreement is intended to constitute nor shall constitute limitation or waiver of the defenses available to the County, Sheriff and the District, including those under the Tort Immunity Act.

## **X. DISMISSAL OF SCHOOL RESOURCE OFFICER REPLACEMENT**

1. In the event the District Superintendent believes that the SROs are not effectively performing their duties and responsibilities, the Superintendent shall notify the Sheriff's Office. A meeting shall be conducted with the SROs in order to informally mediate or resolve any problems. If the continued

assignment of either SRO is unacceptable to the District following the meeting, a different SRO shall be assigned by the Sheriff.

2. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the School Resource Officers based on departmental rules, regulations, administrative reasons, departmental directives, and/or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.
3. In the event of resignation, dismissal, reassignment, or transfer of the School Resource Officers, the Sheriff shall provide a temporary replacement of the School Resource Officer in a timely and efficient manner. A permanent replacement for the School Resource Officer shall be made as soon as practical. The District understands that the process to hire and train a qualified SROs is time-consuming. In the event that the Sheriff is unable to provide an assigned SRO under this Agreement, including cases of an SRO's resignation, dismissal, reassignment or transfer, the compensation paid by the District to the Sheriff during regular school term while school is in session shall be reduced proportionately.

## **XI. CONFIDENTIALITY**

In pursuit of the goals and objectives previously stated, the County, Sheriff and the District intend to share information under this Agreement subject to:

- *Family Education Rights and Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99)
  - *Illinois School Student Records Act* (105 ILCS 10/6)
  - *Illinois Juvenile Court Act of 1987* "Law Enforcement Records" (705 ILCS 405/5-905)
- and their respective rules and regulations.

The County, Sheriff and the District may communicate to the general public through newspaper, electronic, and other media regarding the services provided by the SROs under this Agreement; provided, however, that any communication shall not disclose student record information, unless such disclosure is permitted or required by law.

## **XII. TERM OF AGREEMENT AND TERMINATION:**

This Agreement shall be effective upon the date stated in Section XVIII and shall remain in effect for a period of three (3) years from that date or until

terminated by either the County or the District, as detailed below. However, the District will not be required to compensate the Sheriff until the SROs commences work in the District pursuant to the Program.

This Agreement may be terminated with or without cause, at the sole discretion of either the County or the District, by the County or District giving ninety (90) days written notice to the other Party.

For purpose of notice, the addresses of the County, Sheriff, and District are as follows:

*If to the County:*    Winnebago County Administrator  
Winnebago County Administration Building  
404 Elm Street  
Rockford, Illinois 61102

*If to the Sheriff:*    Winnebago County Sheriff  
Winnebago County Justice Center  
650 W. State Street  
Rockford, IL 61102

*If to the School District:*    Superintendent of Schools  
Harlem Consolidated  
School District No. 122  
8605 North 2<sup>nd</sup> Street  
Machesney Park, IL 61115

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

### **XIII. GOOD FAITH:**

The County, Sheriff and District, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The County, Sheriff and District agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise by good faith negotiations before resorting to any litigation.

#### **XIV. MODIFICATION**

This document constitutes the full understanding of the County, Sheriff and District, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected Parties.

#### **XV. DISCLAIMER OF RELATIONSHIP**

Nothing contained in this Agreement nor any act of the County, Sheriff and District parties, shall be deemed or construed by the County, Sheriff, and District or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the District.

#### **XVI. COUNTERPART**

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

#### **XVII. BINDING AUTHORITY**

The individuals executing this Agreement on behalf of the County, Sheriff and the District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

This Agreement entered into by the County by Resolution 19 - \_\_\_\_\_ at the regular meeting of the County Board of the County of Winnebago, Illinois \_\_\_\_\_ in compliance with the Open Meetings Act.

#### **XVIII. EFFECTIVE DATE:**

This Agreement is effective upon the date of the last Party to sign.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned District, County and Sheriff, hereby place their hand and seal on the dates hereinafter set forth.

**Board of Education of Harlem Consolidated  
School District No. 122**

**County of Winnebago, Illinois**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Frank Haney  
Chairman of the County  
Board of the County of  
Winnebago, Illinois

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Lori Gummow  
Clerk of the County Board of  
the County of Winnebago,  
Illinois

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Winnebago County Sheriff's Office**

\_\_\_\_\_  
Gary Caruana  
Winnebago County Sheriff

Date: \_\_\_\_\_

## Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program* of the Agreement, the County, Sheriff and District agree to the following compensation terms:

1. Other than as specified in paragraph 3, below, the amount payable by the District to the Sheriff for the SROs for the 2020-2021 school year is approximately \$195,789.50.
2. The parties agree that for the 2021-2022 and 2022-23 school years, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council.
3. In order to continue coverage when the assigned SRO is on vacation, etc., pursuant to Section VI, Paragraph 4. C in this Agreement, overtime may be necessary to hire back another deputy for coverage. In the event this is necessary for the 2020-21 school year, such overtime costs payable by the District shall be payable at a rate of 1 ½ the hourly rate of the assigned deputies plus benefits. In the event overtime is necessary with said continued coverage for the 2021-2022 and 2022-2023 school years, said overtime amount shall be based on actual overtime costs incurred by the Sheriff.
4. Payments for all services under this Agreement shall be billed and made quarterly.