

**INTERGOVERNMENTAL AGREEMENT
FOR CONTRACTUAL POLICE SERVICES BY AND AMONG THE SPECIAL EDUCATION DISTRICT
OF LAKE COUNTY,
THE COUNTY OF LAKE, AND THE LAKE COUNTY SHERIFF**

This Agreement made and entered into by and among the County of Lake, a body politic and corporate, hereinafter referred to as the "COUNTY", the Lake County Sheriff's Office, hereinafter referred to as the "SHERIFF" and the Special Education District of Lake County, hereinafter referred to as "SEDOL".

WHEREAS, the COUNTY, SEDOL and the SHERIFF are authorized by the terms and provisions of 5 ILCS 220/5 to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, SEDOL has determined that there presently exists a need for a full- time police/School Resource Officer (SRO) presence on SEDOL's Gages Lake campus while school is in session; and

WHEREAS, the SHERIFF is willing to provide the police/SRO presence; and

WHEREAS, SEDOL is desirous of contracting with the COUNTY and the SHERIFF to provide a police/SRO presence.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

1. The SHERIFF and COUNTY shall:

- Provide one deputy for police/SRO services at the Gages Lake Campus during each day school is in session and upon request when summer school is in session. The SHERIFF will bill SEDOL on a monthly basis as set forth in Paragraph 5 below for the regular school year. Any summer school coverage will be billed separately at the agreed upon hourly rate,

2. The SHERIFF shall:

Maintain adequate information about the performance of the deputy's SRO duties to SEDOL Administration. The SRO on a monthly basis shall provide to the District's Representative or his/her designee the following:

- A. The number of meetings with parents;
- B. All calls for service (criminal activity) and the outcome (Release to Parents, Station Adjustment, Teen Court, Juvenile Referral, etc.);
- C. Informal counseling/educational sessions with students, staff and parents;
- D. All presentations that are given including:
 - i. Grade level and number of students
 - ii. Type of presentation
 - iii. Lesson plans
- E. Any suggestions of changes or enforcement ideas to the school policy the SRO makes to School Administrators; and
- F. Written monthly reports, due the first week of the month.

At least once a year the District's Representative and the SHERIFF or his designee shall evaluate the program, according to the following guidelines:

- A. Student body acceptance;
- B. School staff and administration opinions of effectiveness;
- C. The deputy's reports and recommendations;
- D. The SHERIFF'S office judgment of effectiveness; and
- E. Community acceptance.

3. The SHERIFF shall:

Provide that the deputy as an SRO will follow the Reporting Procedures hereto in attached as Exhibit B when situations arise where the proper jurisdiction comes into question.

4. The SHERIFF shall:

Endeavor to provide the deputy as stated herein, but reserves the right during emergencies, other departmental needs, or in the case of illness or injury of the assigned deputy to temporarily withhold police/SRO services in order to address any of these issues. The SHERIFF shall, for any such period, provide as much prior notice as is possible to the District's Representative reciting the particular circumstances giving rise to the emergency or absence, and indicating the probable date that the services shall resume. When the SRO is unavailable for one of the reasons set forth in this paragraph, the SHERIFF shall take reasonable steps to endeavor to replace the SRO.

5. SEDOL shall:

- Pay to the SHERIFF'S OFFICE the following Monthly Costs in 12 monthly installments that are due on the fifteenth (15th) day of each month:

| Effective Date | Monthly Cost | Annual Cost |
|-----------------|--------------|--------------|
| January 1, 2020 | \$8,561.21 | \$102,734.54 |
| January 1, 2021 | \$8,740.49 | \$104,885.89 |
| January 1, 2022 | \$8,923.66 | \$107,083.88 |

- Shall notify the SHERIFF'S OFFICE 30 days in advance of the commencement of summer school that they wish to have the SRO at the Gages Lake Campus during the summer school session.
- Notify the SHERIFF in writing of any request for an increase in the number of any additional School Resource Officers and obtain the approval of the SHERIFF and COUNTY prior to the effective date of any increased service. The cost for each additional School Resource Officer provided SEDOL for each day of the year shall be per the agreed upon monthly rate as referenced above in Section 5. The Sheriff will determine if an additional SRO could be provided based on current operational staffing;

6. SEDOL, the COUNTY and the SHERIFF agree as follows:

- SEDOL agrees to indemnify, save harmless and defend the COUNTY, the SHERIFF, and their servants and employees, from any and all lawsuits, claims, demands, liabilities, losses and expenses, including, court costs and attorney's fees, for or on account of any negligent act or omission of SEDOL that results in injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with

SEDOL's acts or omissions connected with this Contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the negligent acts or omissions of the parties indemnified hereunder. Nothing in this Paragraph shall limit SEDOL from asserting an immunity defense against any third-party claim.

- The COUNTY and the SHERIFF agree to indemnify, save harmless and defend the SEDOL and its servants and employees, from any and all lawsuits, claims, demands, liabilities, losses and expenses, including, court costs and attorney's fees, for or on account of any negligent act or omission of the COUNTY and the SHERIFF that result in injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the COUNTY'S or SHERIFF's acts or omissions connected with this Contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the negligent acts or omissions of the parties indemnified hereunder. Nothing in this Paragraph shall limit any of the indemnitors herein from asserting an immunity defense against any third-party claim.

7. SEDOL, the COUNTY and the SHERIFF shall carry the following insurance during the term of this Agreement.

- Commercial General Liability Insurance on an occurrence basis with minimum amounts of at least \$1,000,000 each occurrence and \$2,000,000 in the aggregate.
- Excess or Umbrella Liability Insurance in the minimum amount of at least \$5,000,000 per occurrence and in the aggregate. The Excess or Umbrella Insurance shall follow the form of the under lying policies.
- Worker's Compensation Insurance in the minimum amounts required by statute and Employer's Liability Insurance in the minimum amount of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.

With the sole exception of Worker's Compensation Insurance, each party hereunder shall name the other parties' indemnitees as additional insureds on all of the insurance required hereunder. Further, within seven (7) days of each party's execution of this Agreement, each party shall provide the other parties with a certificate of insurance evidencing it is in compliance with the insurance requirements of this paragraph.

8. SEDOL, the COUNTY and the SHERIFF agree that the SHERIFF will, at all times, remain the sole employer of the Lake County Sheriff deputies who are assigned, pursuant to this Agreement, to perform services on the SEDOL campus. However, while providing this service to SEDOL, the Deputy performs duties as prescribed in a SEDOL job description and said job description is hereby incorporated.
9. This Agreement may be terminated by the SHERIFF or SEDOL upon three (3) months advance written notice to the other party.
10. The term of this Agreement shall be for three (3) years, commencing upon January 1, 2020, and ending December 31, 2022.
11. The deputy assigned to SEDOL as an SRO shall be selected by the SHERIFF after review and consultation with SEDOL. In making such selection, the SHERIFF shall give due regard to the Job Description as set forth in the memo attached hereto as Exhibit A. The deputy appointed to the SRO position shall have a demonstrated interest and potential for working

with and counseling special education students. SEDOL shall have the right to refuse the officer selected or request the reassignment of the SRO that has been appointed by the SHERIFF. Upon rejection of the SRO or reassignment, the SHERIFF shall restart the selection process hereunder.

The foregoing constitutes the entire Agreement among the parties. This Agreement may only be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

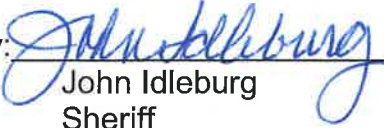
[SIGNATURE PAGE TO FOLLOW]

DATED THIS _____ day of _____, A.D., 2019.

COUNTY OF LAKE:

By: _____
Sandra Hart
County Board Chair

LAKE COUNTY SHERIFF:

By:  _____
John Idleburg
Sheriff

Attest: _____
Robin O'Connor
County Clerk

DATED THIS 14 day of November, A.D., 2019.

SPECIAL EDUCATION DISTRICT OF LAKE COUNTY

By:  _____
Dr. Christine Sefcik
Board President


Attest:  _____
Valerie M. Donnan
Superintendent

Exhibit A

SPECIAL EDUCATION DISTRICT LAKE COUNTY
18160 GAGES LAKE ROAD * GAGES LAKE, ILLINOIS 60030-1819
847-548-8470 * Facsimile 847-548-8472 * TTY 847-680-8328
Website: www.sedol.us

Job Description

Position/Title: SEDOL School Resource Officer/Liaison Officer Report To: SEDOL

Campus Principals

Hours of Duty: 8:00 a.m. through 4:00 p.m. daily

Qualifications: Employed by the Lake County Sheriff's Office (LCSO)
Meets all Prerequisites for Lake County Sheriff's Office Juvenile Training
Two (2) year minimum Law Enforcement experience
Have an interest and understanding of young people and their problems

Develops general knowledge and understands the social/emotional student with disabilities and the impact of their disability on their potential reaction to stimulus and how the students respond to police intervention.

Job Goal: This position was developed between the Lake County Sheriff's Office and SEDOL in recognition that a more personal relationship between law enforcement and students is needed, and a deputy in close contact with students is needed to deal more effectively with juvenile offenses and issues, particularly as they pertain to special needs students. A deputy in the schools is needed to protect students and the school from theft, vandalism, trespassing and other violations of the law.

Performance Responsibilities: Among a wide range of duties implied by their role, the SRO shall:

1. Patrol the school and school grounds as needed to ensure the safety of students, faculty and property from any violations of the law.
2. Monitor and consult with building administrators throughout the day.
3. Participate in district offered or recommended in-service training related to special education as pre-approved by SEDOL administration and the LCSO.
4. Attend local law enforcement meetings for the benefit of the school district staff and students, including Lake County SRO meetings, etc.
5. In arrest situations that occur in school, the School Resource Officer will: Report the incident to School Administration. Follow State Law and LCSO policy regarding juvenile and adult arrest. Facilitate the return of the student to the school environment, after an arrest when requested.
6. Represent the school in court for cases involving students, including arranging for the necessary witnesses to appear and collecting any documents needed.
7. Within the scope and precedence of the law, confer with school administration concerning individuals and families which will be conducive to early identification and intervention with delinquent behavior, to assist in threat assessments presenting a clear and present danger.
8. Establish and maintain appropriate personal/professional relationships between law enforcement officers, students, faculty and parents.

Be available to students, staff, parents, and school organizations as a resource.

Be available for talks on law, law enforcement issues, safety, good citizenship and help plan preventative programs in the areas of drugs and gang activities.

Meet periodically with SEDOL Administration to:

- Discuss and evaluate the School Resource Officer's duties and responsibilities, including knowledge of students with disabilities
- Participate in SEDOL safety committee
- Consult with Human Resources concerning personnel issues.

Dress code for the SRO is directed by LCSO. During the performance of the duties on site, carry his/her approved service weapon and other items used to enforce the "use of force continuum" to include wearing of issued gun belt.

Perform duties on site on all scheduled school days during the regular school year. Maintain regular attendance following the district calendar. Attendance during the extended school year program as needed.

Perform other duties within the scope of the Lake County Sheriff Department's responsibility as assigned by the Administration the good of the Special Education District of Lake County.

Essential Job Functions

Revised Revised with representatives from the Lake County Sheriff's Department.12/7/15

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

1. 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 in the Circuit Court of Lake County. If a 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. 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, and the cases referred to the County prosecutor for prosecution in the Circuit Court of Lake County. The Superintendent will be notified of any such arrests.

3. Persons committing crimes on school property or at school-related events off school property which constitute a misdemeanor shall be referred to the principal and Superintendent, who in consultation with the SRO, and County prosecutor or Lake County State's Attorney's office, if necessary, shall determine whether the person shall be:

- Disciplined under school policies and procedures, or
- Referred to Teen Court, a court diversion program based on the principals of restorative justice, or
- Prosecuted in the Circuit Court of Lake County by the County prosecutor as an ordinance violation or a criminal misdemeanor by the Lake County State's Attorney. If a student is alleged to have committed an offense which constitutes a misdemeanor, and the decision is made not to charge the student with an ordinance violation, the case shall be referred to the Juvenile Division of the Lake County State's Attorney's Office.

4. Violators of school rules will be referred to the principal or dean.

5. Where questions of jurisdiction arise and when time permits the SRO, in consultation with the Sheriff or his designee and the Superintendent, will use his or her best professional judgment based on a thorough examination of the individual and the situation.

In cases within his jurisdiction, the deputy shall provide the appropriate school administration with information of offenders, offenses, and incidents if only the officer 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 705 ILCS 405/1-7.

