

AGREEMENT FOR THE PROVISION OF SCHOOL RESOURCE OFFICER

This Agreement is between the County of Lake ("COUNTY"), an Illinois body politic and corporate, the Sheriff of Lake County, Illinois ("SHERIFF"), and the Beach Park School District #3, 11315 West Wadsworth Road, Beach Park, Lake County, Illinois (the "DISTRICT"). Collectively, the entities are referred to as the "Parties".

Recitals

- The Parties are authorized to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and other applicable law.
- BEACH PARK SCHOOL DISTRICT #3, has determined that there presently exists a need for a part-time School Resource Officer ("SRO") presence on the Beach Park Middle School campus while school is in session; and
- The SHERIFF is willing to provide the SRO presence for a fee; and
- BEACH PARK SCHOOL DISTRICT #3, desires to enter into a renewal contract with the COUNTY and SHERIFF to provide the SRO presence.

In consideration of the foregoing recitals and the mutual covenants contained herein, the Parties agree as follows:

Section 1. SHERIFF shall:

- 1.1 Provide one deputy for SRO services at the Beach Park Middle School campus sixteen (16) hours during each week school is in session. The sixteen (16) hours will consist of working two (2) days per week from 7:00 A.M to 3:00 P.M. The specific days worked each week will be scheduled a month in advance by the school principal and the assigned deputy. The SHERIFF will bill the DISTRICT monthly as set forth in Paragraph 2.1 below.
- 1.2 Maintain adequate information about the performance of the SRO duties to the DISTRICT Administration. The SRO monthly shall provide to the DISTRICT 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:
 - 1.2.d.1.1 Grade level and number of students
 - 1.2.d.1.2 Type of presentation
 - 1.2.d.1.3 Lesson plans

1.2.d.1.4 Any suggestions of changes or enforcement ideas to the school policy the SRO makes to School Administrators; and

1.2.d.1.5 Written monthly reports, due the first week of the month.

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

- a) School staff and administration opinions of effectiveness;
- b) The SRO's reports and recommendations; and
- c) The SHERIFF'S office judgment of effectiveness.

1.4 Provide that the deputy as an SRO will follow the Reporting Procedures (attached as Exhibit A) when situations arise where the proper jurisdiction comes into question.

1.5 Endeavor to provide the SRO 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 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.

Section 2. BEACH PARK SCHOOL DISTRICT #3, shall:

2.1 Pay to the SHERIFF'S OFFICE the following in monthly installments that are due on the fifteenth (15th) day of each month after the invoice is generated based upon 16 hours a week for 38 weeks:

Effective Date	Annual Cost	Monthly Cost
August 1, 2020	\$46,253.25	\$3,854.45

Section 3. Insurance

3.1 The DISTRICT the COUNTY and the SHERIFF shall carry the following insurance during the term of this Agreement:

- a) **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.

- b) **Business Auto Insurance (“BAI”)** in the minimum amount of at least \$1,000,000 per accident. The BAI shall cover liability arising out of any auto (including owned, hired and non-owned).
- c) **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.
- d) **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.

3.2 With the sole exception of Worker’s Compensation Insurance, each Party hereunder shall name the other Parties’ indemnitees as additional insureds on all the insurance required hereunder.

3.3 **Certificate of Insurance; Updates.** The COUNTY and SHERIFF shall provide the DISTRICT with a copy of a Certificate(s) of Insurance evidencing proof of obtaining and/or maintaining the Commercial General Liability Insurance described in Section 3.1(a) above, within seven (7) days of the execution of this Agreement. Following execution of this Agreement the COUNTY and SHERIFF shall provide Certificate(s) evidencing renewal or replacement. The Certificate(s) of Insurance and notice of all renewals or updates shall be provided to:

BEACH PARK SCHOOL DISTRICT #3
Attn: Terry O’Brien, Director of Business
11315 W. Wadsworth Rd. Beach Park, IL 60099
Grayslake, IL 60030

Section 4. Indemnification:

4.1 The Parties will be responsible for defending their own respective entity in any action or dispute that arises in connection with or because of this Agreement. The Parties will be responsible for their own costs, damages, losses, expenses, and/or attorney fees.

Section 5. Miscellaneous Provisions:

5.1 **SRO Selection.** The deputy assigned to the DISTRICT as an SRO shall be selected by the SHERIFF after review and consultation with the DISTRICT. In making such selection, the SHERIFF shall give due regard to the Job Description (Attached as Exhibit B). The deputy selected by the Sheriff to the SRO position shall have a demonstrated interest and potential for working with and counseling students.

- 5.2 **Sheriff Sole Employer.** The DISTRICT, the COUNTY and the SHERIFF agree that the SHERIFF will, at all times, remain the sole employer of the Deputy who is assigned, pursuant to this Agreement, to perform services at the Beach Park Middle School campus. However, while providing this service to Beach Park Middle School campus, the Deputy performs duties as prescribed in the Beach Park Middle School Job Description (Exhibit B).
- 5.3 **Term.** The term of this Agreement shall be for one (1) year, beginning August 1, 2020, and ending July 31, 2021.
- 5.4 **Termination of Agreement.** This Agreement may be terminated by the SHERIFF or the DISTRICT upon three (3) months advance written notice to the other party.
- 5.5 **Authority.** The Parties warrant that the person executing this agreement on behalf of each party is duly authorized to execute the Agreement and bind each respective party to all terms and conditions hereunder. This Agreement is only intended for the benefit of the Parties which are signatories hereto, and only those Parties shall have the right to enforce this Agreement. This Agreement shall not create any third-party beneficiaries.
- 5.6 **Entire Understanding.** The foregoing constitutes the entire Agreement between the parties. Any other agreements, understandings, representations, and/or promises between the parties hereto concerning the same subject matter, whether written, oral, or otherwise, are hereby canceled and superseded by this Agreement upon its approval and acceptance by the Parties, and this Agreement encompasses the full and complete understanding of the Parties with respect to the subject matter contained herein.
- 5.7 **Amendments.** This Agreement may be amended only by written instrument executed by the Parties.
- 5.8 **Notices.** Any notices, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the person identified below in person or through email, or within five business days after mailing if mailed by certified mail, postage prepaid, return receipt requested addressed as follow:

For the COUNTY:

County Administrator
18 North County Street
Waukegan, IL 60085

For the SHERIFF:

James M. Chamernik, Business Manager
25 S. Martin Luther King Jr. Avenue
Waukegan, IL 60085

For the Beach Park
School District #3:

Terry O'Brien, Director of Business
11315 W. Wadsworth Rd.
Beach Park, IL. 60099

- 5.9 **Severability.** If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect in the absence of the invalid provision, provided that the invalidation of such provision does not materially impact the purpose for which this Agreement was entered.
- 5.10 **Choice of Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois and the Parties agree that any litigation stemming from this Agreement shall be brought in the 19th Judicial Circuit of Lake County, Illinois.
- 5.11 **Counterparts.** The Parties may sign this Agreement in several counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

**AGREED:
County of Lake**

By: _____ Date: _____
Sandra Hart, Lake County Board Chairman

ATTEST: _____ Date: _____
Robin O'Connor, Lake County Clerk

Sheriff of Lake County

By: John D. Idleburg - Lake County Sheriff Date: July 15, 2020
John D. Idleburg, Lake County Sheriff

Beach Park School District #3

By: Terry O'Brien Date: 7/15/20
Terry O'Brien, Director of Business

EXHIBIT A: REPORTING PROCEDURES

Since the SRO is an agent of the Sheriff's Office and a member of the Beach Park Middle School 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 Director of Business or designee 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 Director of Business, 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 principals 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, and the cases referred to the County prosecutor for prosecution in the Circuit Court of Lake County. The Executive Director will be notified of any such arrests.

4. General Provisions

- a.** Violators of school rules will be referred to the principal or dean.
- b.** Beach Park Middle School 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 Sheriff or his designee and the Director of Business, 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 deputy shall provide the appropriate school administration with information of offenders, offenses, and incidents if the deputy 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.

Exhibit B

Beach Park School District #3
11315 W. Wadsworth Rd. Beach Park, IL 60099
847-599-5005 * Facsimile 847-263-2133
Website: www.bpd3.org

Job Description

Position/Title:

Part-time School Resource Officer

Report To:

John Frederickson, Principal

Hours of Duty:

7:00AM to 3:00PM two days per week while school is in session.

Job Goal:

The goal of this SRO program is to provide a safe learning environment, provide valuable resources to school faculty foster a positive relationship with students, and develop strategies to resolve problems affecting students with the objective of protecting every student so they can reach their fullest potential.

Qualifications:

The Lake County Sheriff's Office will ensure the SRO has the following qualifications:

1. Employed by the Lake County Sheriff's Office (LCSO)
2. Meets all Prerequisites for Lake County Sheriff's Office Juvenile Officer:
 - a. Juvenile Officer certified by the Illinois Law Enforcement Training and Standards Board.
 - b. Understand the requirements for interviewing and referring juveniles to Juvenile Court and available diversion programs.
 - c. Possess a working knowledge of the Illinois Juvenile Court Act.
 - d. When needed, act as liaison between DCFS and school administration
3. National Association of School Resource Officers (NASRO) Certification (within one school year of becoming SRO)
4. Two (2) year minimum Law Enforcement experience
5. Have an interest and understanding of young people and current issues and trends

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. Consult with building administrators throughout the day.
3. Participate in district offered or recommended in-service training recommended by Tech Campus Administrators.
4. Attend local law enforcement meetings for the benefit of the school district faculty and students, including Lake County SRO meetings.
5. In arrest situations that occur in school, the School Resource Officer will:
 - a. Report the incident to School Administration.
 - b. Follow State Law and LCSO policy regarding juvenile and adult arrest.
 - c. 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.
9. Be available to students, faculty, parents, and school organizations as a resource.
10. Provide presentations on law, law enforcement issues, safety, good citizenship.
11. Meet periodically with Beach Park School District #3 Administration to:
 - a. Discuss and evaluate the School Resource Officer's duties and responsibilities.

- b. Participate in Emergency Operations Planning.
 - c. Consult with Human Resources concerning personnel issues.
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12. 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.
 13. Maintain regular attendance following the district calendar. Attendance during the extended school year program as needed.
 14. Perform other duties as requested by the Beach Park School District #3 and approved by the Sheriff that are within the scope of Illinois State Law and the Sheriff's General Orders and Rules and Regulations.

