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RETURN TO:

~~JAMIE MYERS~~
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294

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STATE OF ILLINOIS
MADISON COUNTY
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AMY M. MEYER, RECORDER
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OF PAGES: 15

CITY OF TROY

ORDINANCE NO. 2018 - 16

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**AN ORDINANCE ADOPTING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIAD COMMUNITY UNIT SCHOOL DISTRICT #2 AND THE
CITY OF TROY, ILLINOIS, (TROY POLICE DEPARTMENT) FOR THE
PURPOSE OF CONTRACT POLICE SERVICES
(SCHOOL RESOURCE OFFICER)**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 2nd DAY OF JULY, 2018**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 2nd day of July, 2018.**

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

WHEREAS, recent events within schools around the United States have prompted the City of Troy, Illinois, to consider the implementation of a school resource officer in the elementary schools within the City limit of the City of Troy, Illinois; and

WHEREAS, the City of Troy and Triad Community Unit School District #2 are cooperatively working to share the cost of a School Resource Officer through the use of an Intergovernmental Agreement; and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, have determined that it is in the best interest of the public health, safety and welfare of the residents of the City, to enter into an Intergovernmental Agreement to provide for Police Contract Services with Triad Community Unit School District #2, set forth in attached Intergovernmental Agreement, to protect the residents of the City of Troy, Illinois.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF TROY, MADISON COUNTY, ILLINOIS, AS FOLLOWS:**

- Section 1.** The recitals set forth above are hereby incorporated herein as if fully set forth.
- Section 2.** The attached Intergovernmental Agreement is adopted and shall be effective upon its passage, signing and execution as required by law.
- Section 3:** If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 2nd day of July, 2018.

Those voting aye: Henderson, Italiano, Jackson, Levo, Patney,
Thompson + Zurecki

Those voting nay: None

Those absent: Turner

APPROVED:

By:

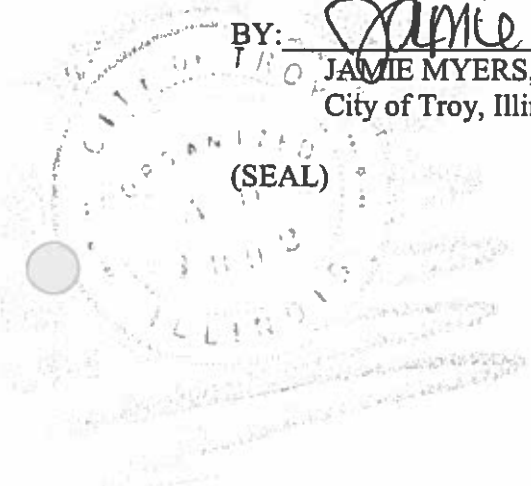
Allen Adomite
ALLEN ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY:

Jamie Myers
JAMIE MYERS, Clerk
City of Troy, Illinois

(SEAL)



**INTERGOVERNMENTAL AGREEMENT
FOR
CONTRACT POLICE SERVICES**

This Agreement comes into full force and effect on the 1st day of August, 2018 and is made and entered into by and among the City of Troy, a body politic and local governmental body, (hereinafter "CITY"), the TROY POLICE DEPARTMENT, (hereinafter "POLICE"), and Triad Community Unit School District No. 2, a school district within the boundaries of the County of Madison, (hereinafter "TRIAD").

WHEREAS, both the CITY and TRIAD are governmental bodies of the State of Illinois vested with the responsibility and authority to enforce and uphold the laws of this State, to protect and safeguard the students enrolled in TRIAD from public menace and crime, and to keep peace in the school and the surrounding community; and,

WHEREAS, Triad has determined that there presently exists a need for on-site police services at district elementary schools to reduce the incidence of criminal activity at or on the campus of these locations; and,

WHEREAS, the POLICE has determined that he can provide the on-site police services that TRIAD desires; and,

WHEREAS, both the CITY and TRIAD are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purposes or undertaking either of them could do singularly; and,

WHEREAS, TRIAD is desirous of contracting with CITY to obtain and provide police services in and for the Triad School District.

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

1. SERVICES.

a) Police services provided pursuant to this Agreement shall include, but are not limited to, enforcement of Federal and State statutes and Municipal and County ordinances on TRIAD property and/or at events or locations when such events or locations, or the matter being handled by POLICE, impacts or relates to TRIAD property or TRIAD'S educational process. Police services provided hereunder do not include calls concerning animals unless said animals are deemed dangerous to the public health or safety.

b) The POLICE shall have one deputy and one squad car available to be used exclusively for patrol and police services as defined in paragraph 1.a above, for one shift (8 hours) per day, five (5) days per week, for the term of this Agreement.

c) The POLICE shall provide all necessary back-up services, personnel and equipment to assist the deputy on patrol if, in the discretion of the POLICE or at the request of TRIAD, such back-up services are necessary in order to assure the effective and safe performance of the POLICE'S total law enforcement function in the CITY.

d) At the reasonable discretion of the POLICE, and consistent with good police practices, the POLICE shall provide juvenile investigative services where the same are necessary to carry out the terms of this Agreement.

e) The POLICE shall establish and maintain a communication system of telephone and radio services adequate to provide communications between the deputy assigned to TRIAD and the POLICE. TRIAD shall provide the POLICE with the TRIAD radio communication

frequency so that the officer may communicate directly with the POLICE administration and bus personnel where necessary.

f) While the officer is on patrol at TRIAD, he shall not be responsible for warrant applications, court appearances, prisoner transportation or other related tasks unless directly related to police services provided pursuant to this Agreement.

g) The Officer shall establish and operate such programs and activities as are consistent with the intent of this Agreement and as determined jointly by the POLICE and TRIAD. Duties and responsibilities, once established, may be changed, expanded, or redefined by the POLICE and TRIAD jointly. The officer shall have the duties and responsibilities contained in the job description which is hereby incorporated by reference and attached hereto as Exhibit A for the assignment of officer.

2. EMPLOYMENT & EQUIPMENT STATUS.

a) All persons employed by the POLICE for the purpose of providing police services to TRIAD shall be CITY officers or employees, and they shall not have any benefit, status, or right of TRIAD employment.

b) The officer and any vehicle or equipment utilized in the performance of this Agreement shall at all times be and remain under the control, maintenance and ultimate direction of the POLICE.

3. SELECTION PROCESS.

a) The POLICE shall post the job description contained in Exhibit A for this special assignment. The selection of the applicant will be by mutual agreement between the POLICE and TRIAD.

b) In the event the POLICE determines the assigned officer would be best utilized by assignment in a different capacity or for any other reasonable cause, the officer may be reassigned by the POLICE and another officer may be assigned to TRIAD, provided the replacement officer is acceptable to TRIAD. Notwithstanding the provisions of paragraph 6(c)(4), the POLICE shall be responsible for wages and training expenses incurred by the replacement officer during any training period. For reasonable cause, TRIAD shall also have the right to request a replacement deputy, as per the selection process in 3a above, provided that the cost of related training wages is allocated pursuant to Section 6(c)(4).

4. PERFORMANCE REVIEW.

a) The Chief of POLICE or his designee shall be the contact person for receiving grievances, queries, complaints and commendations of services performed under this Agreement.

b) In the event of a dispute between the parties as to the discretionary police practices, procedures, policies or performance and the discipline of individual officers, the determination thereof made by the POLICE after considering input from TRIAD shall be final and conclusive as between the parties hereto.

5. ASSIGNMENTS.

a) Subject to the terms of this Agreement, the planning, organization, scheduling and direction of the daily activities of the officer when assigned to TRIAD shall be determined by TRIAD. The POLICE, however, shall retain authority over supervision and all other matters incident to the delivery of general police services to TRIAD and the CITY.

b) On days during the term of this Agreement when the officer would normally be assigned to TRIAD, but the school is not open (hereinafter referred to as “non-school days”), i.e.,

due to inclement weather, in-service days, holidays not recognized under the collective bargaining agreement between the CITY and the Police Benevolent Union, (hereinafter "UNION CONTRACT") or otherwise, the officer shall report to the POLICE for assignment.

c) In the case of an emergency within the Triad School District, at a location other than the elementary schools, where immediate response by the POLICE personnel is deemed necessary by the POLICE or TRIAD, the officer assigned to TRIAD may be directed by the POLICE or TRIAD to respond for the time necessary to abate the emergency. For the purposes of this Agreement, "emergency" is defined as any threat which subjects persons or property to immediate harm or danger.

d) On days during the term of this Agreement when the officer elects to use vacation days, sick days or other leave, or is absent due to training, the POLICE may assign a replacement at no additional cost to TRIAD.

6. COMPENSATION.

a) TRIAD shall not be liable for the direct payment of wages or other compensation to the officer providing police services to TRIAD pursuant to this Agreement.

b) TRIAD shall furnish at its own expense all necessary office space, furniture and furnishings, office supplies, janitor services, telephone, and other utilities for the officer in connection with the performance of his duties in and under this Agreement.

c) TRIAD agrees to pay for services pursuant to this Agreement as follows:

1. That, except as otherwise provided in this Agreement, TRIAD shall reimburse the CITY for the full amount of the officer's salary for that portion of the school year that the officer is assigned to TRIAD, with said period not to exceed 174 days per school year, (i.e., a full school year), and with said amount being calculated pursuant to the UNION CONTRACT;

2. That TRIAD shall reimburse the CITY for any overtime pay to which the officer is entitled for services to TRIAD, pursuant to the UNION CONTRACT;
3. That the officer shall report to the POLICE for assignment on non-school days as defined in Section 5(b) of this Agreement and that TRIAD shall not reimburse the City for the officer's wages for these non-school days;
4. That TRIAD shall be responsible for reimbursing the CITY for any wages for time that the officer utilizes for training pertinent to the police services provided under this Agreement, (i.e., recertification, D.A.R.E., etc.), during the term of this Agreement, and that the POLICE shall be responsible for any costs or expenses related to the training;
5. That TRIAD shall be responsible for reimbursing the CITY on a pro rata basis for any employer's contribution made to Social Security, SLEP or a health benefits plan to which the officer is entitled, pursuant to the UNION CONTRACT, with said pro rata basis being based on the number of days that the officer shall be assigned to TRIAD out of the total work year which shall not exceed 174 days per school year, (i.e., $(174 \div 260) \times$ the total cost of the benefits listed);
6. That TRIAD shall reimburse the CITY for that portion of the officer's salary that is not covered by worker's compensation benefits on a pro rata basis as defined in Section 6(c) (5) of this Agreement.
7. That TRIAD shall reimburse the CITY for any officer assigned to TRIAD to replace the officer for any vacation days, sick days or for any other leave, only if TRIAD has requested a replacement officer.

d) The POLICE shall transmit a monthly bill for any salary, expenditures or other expenses for which TRIAD is responsible pursuant to the terms of this Agreement.

e) Upon TRIAD'S receipt of the monthly bills from the POLICE, all reimbursements for police services and related costs and expenses shall be due on the last day of each month following the delivery of said services.

7. **RECORDS.**

a) It is expressly agreed by and between the parties hereto that any and all records generated as a result of the implementation of this Agreement, and pursuant to same, are the sole and exclusive property of the POLICE, shall be maintained and kept by the POLICE, and are not subject to release or disclosure except as authorized by the laws of the State of Illinois. It is understood, however, that TRIAD has a reciprocal agreement which is incorporated herein by reference and is attached hereto as Exhibit B with the Troy Police Department and various law enforcement agencies which may by mutual agreement provide authority to obtain such records. Notwithstanding any terms in this Agreement, this Agreement shall not abrogate any of the District's responsibilities under state and federal student records law.

8. **INDEMNIFICATION.**

The CITY and POLICE agree to indemnify, defend and hold harmless TRIAD, its board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of the officer or the CITY.

TRIAD agrees to indemnify, defend and hold harmless the CITY and POLICE, its board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of TRIAD.

9. TERM AND TERMINATION.

a) This Agreement shall be in effect from August 1, 2018 through July 31, 2019, provided, however, that said termination date shall automatically extend for one (1) year unless a forty five (45) day notice of termination is given by either party prior to the termination date. Such automatic extension of the termination date shall continue from year to year, subject to notice of termination given forty five (45) days prior to any extended termination date. Notice of Termination shall be given in writing by certified mail to the other party.

b) Any and all notices, whether required or permitted by this Agreement, shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, and addressed to a party executing this Agreement.

c) Nothing herein contained shall preclude the giving of written notice by any other lawful means.

10. GENERAL.

a) This Agreement constitutes the entire agreement between the parties concerning police services to TRIAD by the POLICE department of the City of Troy and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties, respective successors and assigns;

b) Each party hereto agrees to execute such further documents and to take such further steps as the other parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement;

c) Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of a federal, state or other government authority;

d) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce any of the provisions of this Agreement at any time, or to require performance of any of the provisions hereof at any time, shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

e) If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

f) The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

g) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original; but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City of Troy by a resolution duly adopted by the City Council of Troy, causes this Agreement to be signed by its Mayor and attested to by its Clerk and the Triad School Board, by order of its Board, has caused this Agreement to be executed by the President of the Triad School Board and attested to by its Clerk all on the day and year hereinafter written

DATED this 3rd day of July, A.D., 2018.

CITY OF TROY

By: Allen P. Adomite

[Signature], Mayor

By: _____

[Signature] Chief
TROY POLICE DEPT.

Attest: [Signature]
TROY CITY CLERK

DATED this 25th day of June, A.D., 2018

TRIAD COMMUNITY UNIT
SCHOOL DISTRICT NO. 2

By: Jeff Hewitt

[Signature], President
BOARD OF EDUCATION

Attest: [Signature]
SECRETARY, BOARD OF EDUCATION

EXHIBIT A

JOB DESCRIPTION

- i) Promote a positive relationship and enhance communication between the police, students and staff at TRIAD;
- ii) Identify potential problems and define solutions with respect to student criminal activity;
- iii) File appropriate case reports of all criminal incidents and criminal activity with the City Police Department. Reports of criminal activity on school property shall be filed with the department only and shall be subject to all applicable exemptions under the Freedom of Information Act (5 ILCS 140/7 et seq.)
- iv) Investigate cases of all criminal offenses and alleged criminal activity, at the request of the School Principal or his/her designee, or as instructed by the officer's supervisor, which occur during the regular school day on school property while the officer is on duty.
- v) Enforce all federal, state and local statutes, laws and ordinances. Matters of School discipline shall be handled by the principal or designee in each school building. The school resource officer may participate in student discipline matters to the extent required by the principal or designee which shall only be for school purposes.
- vi) Make such classroom presentations as directed by the School Principal or the Principal's designee.
- vii) Report to such School staff member as designated by the School Principal and Police Department supervisor.
- viii) Assist in securing the School and surrounding property from the parking of unauthorized vehicles; secure the building and grounds from entry of unauthorized persons into the School building or onto the School grounds and prevent loitering in the School area.
- ix) Assist School staff in the event of an emergency, and, to the extent applicable, in accordance with the TRIAD Crisis Management Plan.
- x) Promote a positive relationship between the Police Department and School staff and counselors in order to identify potential problems and define solutions.
- xi) Maintain a record of daily activities.
- xii) Meet as necessary or required with the School and Police administrators to discuss and evaluate the program and program activities.
- xiii) Serve as advisor for students in the area of the officer's expertise and specifically for students with problems involving violations of the law. The officer, with the consent of the School counselor and any student, may participate in any counseling sessions conducted by School professional staff.

- xiv) Assist in development of prevention programs as directed by the Chief of Police and Principal.
- xv) Maintain liaison with the Police personnel and School officials to promote a comprehensive knowledge of youth activity within the School and community, in coordination with the TRIAD Reciprocal Reporting Agreement for Student Criminal Offenses as appropriate.
- xvi) Develop and maintain sources of information to aid in the prevention and investigation of criminal youth activities and related matters.
- xvii) Abide by the School District's policies, rules and regulations for its employees.

END OF DOCUMENT