

RESOLUTION NO. R-2022-34

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF MAYWOOD | MELROSE PARK | BROADVIEW DISTRICT 89 AND
THE VILLAGE OF MAYWOOD, ILLINOIS FOR SCHOOL LIAISON OFFICER SERVICES**

WHEREAS, the President and Board of Trustees of the Village of Maywood ("Village") desire to enter into an intergovernmental agreement entitled "Intergovernmental Agreement Between The Board Of Education of Maywood | Melrose Park | Broadview District 89 And The Village Of Maywood, Illinois For School Liaison Officer Services" ("Agreement") for the purpose of making the services of a Village police officer available to School District 89 to serve as a school / community liaison police officer. A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Board of Education of Maywood-Melrose Park-Broadview School District No. 89 ("School District") desires to enter into the attached Agreement; and

WHEREAS, the Agreement promotes the safety and security of the staff, students and school premises in District 89 through the assignment of a Village police officer to the School District; and

WHEREAS, the School District and the Village have determined it to be in the best interests of both parties to allow a Village officer to serve as a Liaison Officer to the School District; and

WHEREAS, pursuant to the applicable State laws, its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), the President and Board of Trustees of the Village of Maywood are authorized to enter into the Agreement and have determined that it is in the best interests of the Village, its residents, property owners, Village businesses, the public, and the minor children who attend and the employees who work at the School District to approve the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of an intergovernmental agreement entitled "Intergovernmental Agreement Between The Board Of Education of Maywood | Melrose Park | Broadview District 89 And The Village Of Maywood, Illinois For School Liaison Officer Services" ("Agreement"), and direct the Village President and Clerk, or their designees, to execute the final version of the Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney. The Village President and Clerk, or their designees, are further authorized to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof.

SECTION 3: In furtherance of the above approval, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Clerk and the Director of Law Enforcement Services, or their designees, to take all required, necessary and appropriate actions to comply with the requirements of the Agreement and to execute such other documents as may be necessary or convenient to allow the Village to fulfill the obligations under the Agreement and the directives under this Resolution.

SECTION 4: This Resolution shall be effective from and after its passage and approval as provided by law.

ADOPTED this 19th day of July, 2022, pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED this 19th day of July, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF MAYWOOD | MELROSE PARK | BROADVIEW DISTRICT 89
AND THE VILLAGE OF MAYWOOD, ILLINOIS FOR SCHOOL LIAISON OFFICER SERVICES**

(attached)

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF MAYWOOD | MELROSE PARK | BROADVIEW DISTRICT 89
AND THE VILLAGE OF MAYWOOD, ILLINOIS
FOR SCHOOL LIAISON OFFICER SERVICES**

This Intergovernmental Agreement (“IGA”) is entered into by and between Board of Education of Maywood | Melrose Park | Broadview District 89 (hereinafter “District 89”) and the Village of Maywood, Illinois (hereinafter “the Village”). District 89 and the Village are referred to herein collectively as the "Parties" and each as a "Party."

I. RECITALS

WHEREAS, District 89 is publicly elected Board of Education organized and existing pursuant to the Illinois School Code, 105 ILCS 5/1-1, *et seq.* and which operates and controls various public schools within its jurisdictional boundaries; and

WHEREAS, the Village is a home rule municipal corporation pursuant to Section 6 of Article VII of the 1970 Constitution of the State of Illinois and is otherwise organized and existing under pursuant to the Illinois Constitution and the Illinois Municipal Code 65 ILCS 5/1-1, *et seq.* The Village operates and controls a Police Department; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution, the *Illinois Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, and other applicable law permit and encourage units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the *Illinois Intergovernmental Cooperation Act* authorizes units of local government such as District 89 and the Village, to combine, transfer or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into contracts for the performance of governmental services, activities, or undertakings; and

WHEREAS, District 89 owns and operates a public schools known as District 89 (hereinafter referred to as the “School”), which is located within the jurisdictional boundaries of Maywood, Illinois; and

WHEREAS, District 89 desires the assignment of a sworn Police Officer of the Village to the position of School/Community Liaison Officer to be placed at the School; and

WHEREAS, District 89 and the Village find that the assignment of such officers to serve as School/Community Liaison Officer at the School will promote the health, safety, and well-being of the students, employees, and members of the public in and around the School; and

WHEREAS, District 89 and the Village find that it is in their best interests, as well as those of their respective residents, students, employees, and the public to enter into this IGA on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements provided herein, the sufficiency of which is acknowledged, District 89 and the Village hereby agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated as though fully set forth herein.

III. VILLAGE'S RESPONSIBILITIES

The Village agrees to assign a sworn full-time police officer with training as a school resource officer to District 89 to serve as a School/Community Liaison Officer (hereinafter "School Liaison Officer") in accordance with the terms and conditions set forth herein. This number of School Liaison Officers to be assigned will be determined by mutual agreement of the Parties.

- A. Hours of Service. The Village will assign an officer(s) to District 89 to serve as School Liaison Officers. District 89 will set the School Liaison Officer's schedule during days that School is in session. The Village will provide a duly qualified substitute officer as a replacement in the event of any absence by the School Liaison Officer that may occur during the term of this IGA. The Village will set the School Liaison Officer's schedule during school holidays and vacations. The School Liaison Officer shall also participate in and/or provide assistance to District 89 in providing professional development opportunities to District 89 staff during his/her regularly scheduled hours at the School.
- B. Supervision and Control of Extra Duty Police Officer. Each School Liaison Officer assigned to District 89 shall be supervised on a daily continuing basis by the regular supervisory personnel on duty at the Village of Maywood's Police Department, and he/she will be subject to the Village of Maywood's Police Department's Rules, Regulations and General Orders while on and off duty and at all times under the exclusive control of the Chief/designee of the Village.
- C. Continuation of the Regular Village services. There will be no diminution of regularly provided services to District 89 by the Village as a result of this IGA and regularly assigned investigators, youth officers, crime laboratory personnel, and other regular and specialized units will continue to provide their normal services to District 89. In addition, the assigned School Liaison Officer will not be removed from the services of District 89 during his/her regular assigned hours in order to meet the needs of the Village or its Police Department.
- D. Officer Requirements. The School Liaison Officer(s) assigned may be any sworn full-time officer regardless of rank who is a trained school resource officer. The Village agrees, however, that all reasonable measures will be undertaken to ensure that any officer assigned to District 89 as a School Liaison Officer will serve in that position for each school year and shall be given consideration to continue his/her position within the School from school year to school year.

E. Uniforms and Equipment. The School Liaison Officer will wear Village-issued uniforms and will identify herself/himself as Village personnel. In addition, any and all equipment issued for the School Liaison Officer shall be provided by the Village.

F. School Liaison Officer's Authority. In carrying out the duties and responsibilities of the School Liaison Officer, the School Liaison Officer will be imbued with all powers of a sworn municipal law enforcement officer, in such that when the School Liaison Officer believes that the actions of a student or other persons constitute a violation of law or ordinance the School Liaison Officer is authorized to act accordingly. However, it is understood and agreed that the School Liaison Officer shall not be authorized to detain a student unless: (1) specifically authorized to do so by school administration or (2) the School Liaison Officer personally observes an individual commit an act which the officer believes to be a violation of the law or has reasonable suspicion to detain a student in accordance with *Terry v Ohio* standards for a stop based upon his/her personal observations. In addition, the School Liaison Officer shall have no authority to be present during the questioning of students for issues relating to student discipline unless specifically authorized by school administration.

G. Anticipated Duties and Responsibilities of the School Liaison Officer

1. Prevent juvenile delinquency through close contact with students and school personnel.
2. Assisting school personnel in maintaining a secure and safe learning environment.
3. Establish a strong and professional working relationship between law enforcement and school administrative, staff and students.
4. Providing educational experiences for students regarding drug and violence awareness/prevention and other support services within the school liaison officer's areas of training and expertise.
5. Serve as a liaison when needed between students and social agencies which provide services.
6. Communicating with school personnel when any criminal law investigatory agencies, including the Village, are present at school grounds.
7. Providing input and assistance to school personnel as requested when investigations of student disciplinary matters arise.
8. Assist administration and faculty in developing criminal justice and related career pathway opportunities.
9. Complying with any and all confidentiality requirements imposed by State and federal law including, but not limited to, the Illinois School Student Records Act and the Family Educational Rights and Privacy Act.

IV. DISTRICT 89 ROLE AND RESPONSIBILITIES

A. Removal of Officer. In any situation where, in the sole opinion of District 89, the welfare of students, employees, visitors or District 89 operations may be adversely affected, District 89 may take immediate corrective measures, including removal of a School Liaison Officer, without prior consultation with the Village, but shall notify the Village immediately thereafter.

- B. Attendance Notification. District 89 shall notify the Village within 8 hours if the School Liaison Officer assigned to District 89 does not appear for duty or if he/she leaves the District 89 Campus without notifying building administration.
- C. Student Discipline. District 89 shall retain the sole and unilateral discretion to determine the school disciplinary consequence(s) issued to any of its students.

V. REASSIGNMENT

In the event a School Liaison Officer's performance is not reasonably satisfactory, District 89 may request a meeting with the Village and/or its authorized contact to discuss the matter. The parties will work in good faith to reasonably resolve the performance issues, including if necessary, replacement of the police officer assigned as the School Liaison Officer in the sole discretion of District 89.

VI. TERM

This IGA shall commence upon full execution by the Parties. This IGA shall remain effective for a term of one (1) year, and shall renew automatically for additional one (1) year terms until terminated by either Party in accordance with the terms set forth below.

VII. FINANCIAL

- A. Compensation. District 89 will pay to the Village a daily rate for each day of service provided which will include the officer's current salary amount, including applicable benefits, as established by the collective bargaining agreement between the Village and the labor union representing the officer, and calculated as follows: (Office Annual Salary + Benefits/260 days) x each day of service. This amount may be pro-rated if the School Liaison Officer does not work an eight (8) hour shift on early dismissal days. The salary will not include overtime pay, withholding amounts required by federal and State law, pursuant to the Village's bargaining agreement or for any training costs incurred by the Village for the School Liaison Officer. The payment amount will be provided to District 89 in writing and will be recalculated yearly to reflect any increases in the officer's pay.
- B. Overtime Payment. If District 89 desires for the School Liaison Officer to work overtime, it shall first notify the Village. Any overtime incurred shall be billed to District 89 at the actual overtime rate for the officer as established by the collective bargaining agreement between the Village and the labor union representing the officer.
- C. Invoices. The Village will submit a monthly invoice to District 89 for the payment amount. District 89 shall pay the Village upon receipt of its annual invoice or any other bill or invoice received by District 89 from the Village in the regular course of business in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

VIII. EMPLOYMENT RELATIONSHIP

The Parties agree that the School Liaison Officer is solely an employee of the Village and District 89 is not an employer of the School Liaison Officer, whether joint or otherwise. Accordingly, the School Liaison Officer will perform her/his

duties in accordance with the rules, regulations and general orders of the Village of Maywood Police Department. The School Liaison Officer shall further be subject to such supervision and discipline as are provided by law and the rules of the Village. It is further understood that District 89 is relying upon the training provided to the School Liaison Officer from the Village and further that District 89 does not provide training, equipment or uniforms to the School Liaison Officer and that he/she is under the exclusive control of the Village.

IX. NO AGENCY

This IGA or any part hereof, will not be construed as establishing an agency, partnership, or joint venture relationship between District 89 and the Village. Each party will retain the sole right to control its own employees.

X. INDEMNIFICATION

The Village will indemnify, defend, and hold harmless District 89, its board members, officers, employees, volunteers, insureds and agents from and against any claims, demands, loss, costs and expenses (including reasonable attorneys' fees), judgments, and/or liability arising from or in connection with the negligence or willful misconduct of the Village or its employees providing services pursuant to this IGA including, but not limited to, the School Liaison Officers assigned to District 89. District 89 will indemnify, defend and hold harmless the Village, its President and Board of Trustees, appointed and elected officials and officers, employees, volunteers, insureds and agents from and against any claims, demands, loss, costs and expenses (including reasonable attorney's fees), judgments, and/or liability arising from or in connection with the negligence or willful misconduct of District 89 or its employees performing their obligations pursuant to this IGA.

XI. INSURANCE

The Village and District 89 agree that during the term of this IGA each shall maintain insurance through a properly licensed insurance provider in the following amounts:

Commercial General Liability

General Aggregate -	\$2,000,000
Products-Comp/Ops Aggregate -	\$1,000,000
Personal & Advertising Injury -	\$1,000,000
Each Occurrence -	\$1,000,000
Sexual Misconduct/Abuse -	\$1,000,000
Fire Damage (any one fire) -	\$50,000
Medical Expenses (any one person)	\$10,000

Workers Compensation Insurance

Employer's Liability Limits

Each Accident -	\$500,000
Disease – Policy Limit -	\$500,000
Disease – Each Employee -	\$500,000

The amounts required under this Section shall not serve as a limit of the parties' obligations under paragraph X.

XII. TERMINATION

This IGA may be terminated by any Party upon the occurrence of one of the following conditions:

- 1) Mutual agreement of the parties to terminate the IGA at any time;
- 2) Sixty (60) calendar day notice by the other party to terminate;
- 3) In the event of a breach of this IGA by any party hereto, the non-breaching party will provide written notice of the breach to the breaching party. In the event the breaching party fails to cure the breach within ten (10) calendar days of receiving written notice, the non-breaching party may terminate this IGA upon five (5) calendar days advanced written notice to the breaching party.

The obligations set forth pursuant to Sections X of this IGA will survive any termination of the IGA for any causes of action or claims arising out of or relating to the acts or omissions of the Village or District 89 performing under this IGA.

XIII. NOTICE

Unless otherwise specifically provided in this IGA, notices which any party is required to, or may wish to, serve upon the other party in connection with this IGA must be in writing and delivered personally, or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to District 89: Superintendent
 Maywood | Melrose Park | Broadview District 89
 906 Walton Street
 Melrose Park, IL 60160

If to the Village: Chief of Police
 Village of Maywood
 125 S 5th Avenue
 Maywood, IL 60153

XIV. MISCELLANEOUS TERMS

- A. Severability. If any term or provision of this IGA is found to be unenforceable for any reason by a court of competent jurisdiction, the remaining terms will remain and continue in full force and effect, unless the IGA can no longer be performed by one or all of the parties.
- B. Assignment; Third Party. Neither party may assign its rights or obligations under this IGA. This IGA does not create any rights, title, or interest of any person or entity other than the parties hereto, whether under a third-party beneficiary theory or otherwise.
- C. Entire Agreement; Modification. This IGA contains the entire agreement between the parties with respect to the subject matter contained herein; and, the parties make no

representation, agreements, or understanding, whether oral or written, to or between them which are not fully set forth and expressed in this IGA. This IGA may not be amended or modified except in writing, signed by all parties.

- D. Applicable Law. This Agreement will be interpreted and enforced under the laws of the State of Illinois.
- E. Waiver. The waiver by either party of any breach or violation of any of the provisions of this IGA will not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of the same or any other provision of this IGA.
- F. Authority. Each party represents and warrants to the other that it has the full right, power and authority to enter into and perform its obligations set forth in this IGA and that each has followed any and all required procedures to approve said agreement as required by law including, but not limited to, having the proper board and/or corporate authority approve this agreement after compliance with any and all legal requirements.
- G. Headings. The section headings are included for the convenience of the parties and do not constitute substantive terms of this IGA.
- H. Counterparts. This IGA may be signed in multiple counterparts. The parties agree that facsimile signatures will be sufficient.

IN WITNESSES WHEREOF, the Parties have caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates hereafter set forth below.

**BOARD OF EDUCATION OF
MAYWOOD | MELROSE PARK | BROADVIEW
DISTRICT 89**

President, Board of Education

Secretary, Board of Education

Dated: _____

Dated: _____

VILLAGE OF MAYWOOD, ILLINOIS

Village President

Village Clerk

Dated: _____

Dated: _____

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2022-34

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF MAYWOOD | MELROSE PARK | BROADVIEW DISTRICT 89
AND THE VILLAGE OF MAYWOOD, ILLINOIS FOR SCHOOL LIAISON OFFICER SERVICES**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 19th day of July, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 19th day of July, 2022.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 20th day of July, 2022.

Gwiane Dianne Williams, Village Clerk

[SEAL]