

VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

ORDINANCE NO. 1302

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BEECHER AND THE BEECHER SCHOOL DISTRICT 200U, WILL COUNTY, ILLINOIS FOR A POLICE RESOURCE OFFICER**

**WHEREAS**, the Corporate Authorities of the Village of Beecher, Will County, Illinois (the "Village"), are authorized by the "Intergovernmental Cooperation Act" (5 ILCS 220/1) to enter into contracts or otherwise associate with other public agencies in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Village and the Beecher School District 200U, Will County, Illinois, (the "School") have had a long-term working relationship for the benefit of the residents of the Village and the Village seeks to provide a police resource officer to the School; and

**WHEREAS**, the Village have been advised that it is in its best interests to enter into an intergovernmental agreement with School, which is a public agency pursuant to 5 ILCS 220/2, to provide a police resource officer to the School; and

**WHEREAS**, the Village having reviewed the Illinois Compiled Statutes, as amended from time to time, the proposed Intergovernmental Agreement, now concur that it is advisable, necessary, and in the best interests of the residents of the Village of Beecher to authorize the President and Clerk to execute an Intergovernmental Agreement with School to provide a police resource officer to the School.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** That the Village Board of the Village of Beecher, Will County, Illinois, does hereby approve the document entitled "AN INTERGOVERNMENTAL AGREEMENT FOR A POLICE RESOURCE OFFICER BETWEEN THE VILLAGE OF BEECHER AND THE BEECHER SCHOOL DISTRICT 200U" by and between the Village of Beecher and the Beecher School District 200U, a true, correct and complete copy of which is marked as *Exhibit A*, attached hereto, and incorporated by reference as if fully set forth herein, and the Village Board does hereby further authorize the Village President and the Village Clerk to execute *Exhibit A* on behalf of the Village of Beecher and to perform any other action as may be necessary or convenient to effectuate this Ordinance.

**SECTION TWO:** That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION THREE:** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall

not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

**SECTION FOUR:** That this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President, and its publication as required by law, and recording.

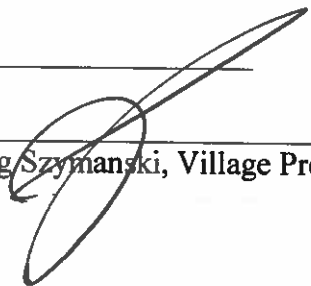
PASSED and APPROVED this 11<sup>th</sup> day of Feb, 2019.

Yeas: 6


Nays: 0

Abstain: 0

Present: 0

  
\_\_\_\_\_  
Greg Szymanski, Village President

**ATTEST:**

  
\_\_\_\_\_  
Janett Conner, Village Clerk

**INTERGOVERNMENTAL AGREEMENT  
FOR A POLICE RESOURCE OFFICER  
BETWEEN THE VILLAGE OF BEECHER  
AND THE BEECHER SCHOOL DISTRICT 200U**

This Intergovernmental Agreement is entered into this 11<sup>th</sup> day of February, 2019, by and between the Village of Beecher, Will County, Illinois, a municipal corporation ("Beecher") and the Beecher School District 200U, Will County, Illinois, ("School").

**RECITALS**

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

WHEREAS, 5 ILCS 220/2, defines a public agency as "any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement."; and

WHEREAS, Beecher and School are units of local government within the corporate boundaries of Will County, Illinois, and have enjoyed a good working relationship for the benefit of the residents and taxpayers; and

WHEREAS, Beecher and School have determined that it is the best interest of the Village residents for Beecher to provide a Police Resource Officer to the School.

**COVENANTS**

**SECTION ONE: Incorporation of Preambles.** The foregoing Recitals are hereby incorporated herein as if fully set forth herein.

**SECTION TWO: Services provided.**

- A. The Village shall provide a police officer known as a School Resource Officer (hereinafter "SRO") to the School to perform the services as identified on the attached Exhibit A and other services as may be agreed to in writing by the Parties. The Parties acknowledge that the Village is hiring a new police officer to fulfill the obligations of this Agreement.
- B. The Village shall provide assistance to School with overall security evaluation of property owned by School and activities conducted by School.

C. Beecher and School acknowledge and agree that the services provided by this Agreement are in addition to the general police services provided to the School.

**SECTION THREE: Village Employee.** The SRO is an employee of the Village and is supervised through the Village Police Department chain of command. All activities of the SRO shall be taken as a Village employee pursuant to all applicable laws and the Village Police Department rules and regulations.

**SECTION FOUR: Coordination of Services.** The Chief of Police, or designee, and the School Superintendent, or designee, shall coordinate the provisions of services required by the School pursuant to this Agreement.

**SECTION FIVE: Payment.** The School shall pay the **Monthly School Reimbursement** according to the attached **Exhibit B** during the time periods listed as payment to the Village for the services required pursuant to this Agreement. Monthly payments shall be made by the end of each month during the term of this Agreement. The Village and School may apply for grants that may become available during the Term of this Agreement. Any grants received by the Village shall be credited against the amounts owed by School under this Agreement and Village shall notify School of any grant amounts received.

**SECTION SIX: Amendment of Agreement.** Neither Beecher nor School shall either directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of Village and School.

**SECTION SEVEN: Severability.** If any provisions of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

**SECTION EIGHT: Duration of Agreement.** This Agreement shall be in full force and effective May 1, 2019, and shall remain in effect until April 30, 2024. This Agreement may only be terminated prior to the expiration date by written mutual agreement of the Parties.

**SECTION NINE: Applicable Law and Recording Requirements.** This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published as required by law.

**SECTION TEN: Notice and Service.** Any notice hereunder from either party hereto to the other party shall be in writing and shall be served by certified mail, postage prepaid, return receipt requested addressed as follows:

To Beecher:  
Village of Beecher  
Attn: Village President  
P.O. Box 1154  
Beecher, Illinois 60401

To School:  
Beecher School District 200U  
Attn: Superintendent  
P.O. Box 338  
Beecher, Illinois 60417

or to such persons or entities and at such address as either party may from time to time designate by notice to the other party. Notice shall be deemed received on the third business day following deposit in the U.S. Mail in accordance with this Section.

**SECTION ELEVEN: Adoption of Ordinances.** The Parties agree that this Agreement shall be adopted and approved by the governing bodies of each entity prior to this Agreement being effective.

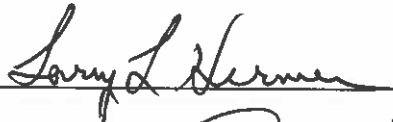
IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by their duly authorized officers as of the 11<sup>th</sup> day of Feb, 2019.

**Village of Beecher, Will County,  
Illinois, a municipal corporation.**

BY:   
\_\_\_\_\_  
Greg Szymanski, Village President

Attest:   
\_\_\_\_\_  
Janet Conner, Village Clerk

**Beecher School District 200U,  
Will County, Illinois.**

BY:   
\_\_\_\_\_  
Larry Hermen

Printed: LARRY HERMEN

Attest:   
\_\_\_\_\_  
Karen Scrementu

Printed: Karen Scrementu

## **Exhibit "A"**

### **Expectations of and Protocols for Beecher School Resource Officer (SRO)**

- The SRO is an employee of the Village of Beecher Police Department, who is assigned to the School District. The SRO will report directly to the Juvenile Officer under the general supervision of the Chief of Police. The Supt. of Schools will assign the SRO to the specific schools and the SRO will be under the jurisdiction of the Principal of the specific school the SRO is assigned to for that time period.
- **Education:**
- National Association of School Resource Officers (NASRO) Compliant
- Juvenile Officer
- Investigations (As job progresses)
- Evidence Technician (EAs job progresses)
- Supervision & Accountability
  - Clear roll of job duties and responsibilities
  - Chain of command and immediate supervision
  - Incident evaluation and personal development
  - Evaluation process
- **SRO Responsibilities:**
  - Safety (Children & Staff)
  - Work closely with the principal from each of the three schools
  - Provide Educational Leadership (Students, parents and faculty)
  - Tobacco
  - Alcohol
  - Drugs
  - Gangs
  - Bullying and Cyber Bullying
  - Violence de-escalation
  - Violence prevention

- Crime prevention
- Safety Issues in the school community
- Driver's Education & Traffic Laws
- During the summer months the SRO will be assigned juvenile cases. The SRO will be more familiar with the juveniles compared to the patrol officers.
- Act as a communication liaison with law enforcement agencies and the Department of Children and Family Services (DCFS).
- Gather information regarding potential problems or threats such as criminal activity, gang activity, student unrest, and identify particular individuals who may be a disruptive influence to the school or students.
- Take action as a law enforcement officer for crimes committed by students, parents or faculty.
- Refer students or their families to the appropriate agencies for assistance when a need is determined.
- Refrain from functioning as a school disciplinarian. This should be handled by school staff.
- Attend parent/teacher conferences and teacher institute days.
- Be available for conferences with students, parents and faculty members to assist with problems related to law enforcement and crime prevention.
- Confer with the school administration to develop strategies to prevent or minimize dangerous situations on or near school campuses.
- Promote citizen awareness of law enforcement efforts and presence on school campuses to ensure the peaceful operation of school related programs.
- Whenever practical, attend school functions or extracurricular school events.
- Abide by school board policies and carry out educational programming and activities at the discretion of the schools' Principals.

- Remain fully responsive to the chain of command of the Beecher Police Department.
- Avoid regularly assigned details such as hallway or lunch room monitoring. This may preclude an SRO from being available in areas where interaction with students is critical.
- Be a member of the school security teams
- **Enforcement & Investigation:**
  - Work closely with school staff to determine the best course of action when conducting interviews, taking enforcement action and interacting with the students' parents. There is officer discretion when issuing local ordinance citations, placing juveniles on formal and informal station adjustment, assigning community service hours, direct filing and apprehending juveniles.
  - Complete all incident reports, case reports and supplemental reports at the school if feasible. This will allow the SRO to remain on campus and continue a police presence.
  - The SRO should request assistance from the watch commander for additional officers or resources for unusual or complex cases.
  - Conduct investigations for juvenile cases involving students on or off campuses.
- **Goals:**
  - Bridge the gap between law enforcement officers and students and increase positive attitudes toward law enforcement.
  - Teach value to our legal system (State Statute & Local Ordinance)
  - Reduce Juvenile crime by creating awareness of rules, authority and justice.
  - Take a personal interest in students and their activities.
  - Give students a realistic perspective of local laws and the legal system.
  - Teach students how to avoid becoming a victim of a crime.
  - Teach Crime Prevention.



- **Positive Role Model:**

- Professionalism
- Visibility
- Interaction
- Relationship with Faculty
- Relationship with Parents

## Exhibit B School Resource Officer Cost

School year	5/1/2019	5/1/2020	5/1/2021	5/1/2022	*5/1/2023			
Base Salary	\$ 46,421.00	\$ 51,293.00	\$ 54,499.00	\$ 62,065.00	\$ 77,308.00			Hansen per new Teamsters Local #700 Contract
Specialty Pay	\$ -	\$ 1,116.00	\$ 1,116.00	\$ -	\$ -			186 School days 8 hrs day x \$0.75
Holidays	\$ 2,194.00	\$ 2,419.00	\$ 2,587.00	\$ 2,865.92	\$ 3,568.06			12 holidays x 8 hrs
FICA	\$ 3,804.00	\$ 4,194.00	\$ 4,452.00	\$ 4,969.51	\$ 6,187.02			0.0765 on total wages
IMRF	\$ 3,785.00	\$ 4,949.00	\$ 4,902.00	\$ 2,968.71	\$ 2,690.06			7.61% yr 1, 8.87% yr 2, 8.16% yr3, 4.57% yr 4, 3.66% yr 5
Health Insurance	\$ 21,533.92	\$ 10,172.00	\$ 7,645.00	\$ 7,758.58	\$ 25,962.56			Single Coverage for Hansen
Uniforms/Equip.	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00			per contract
Workmens Comp	\$ 834.79	\$ 992.00	\$ 1,053.00	\$ 1,175.79	\$ 1,464.18			1.81% of gross wages
Unemployment Ins.	\$ 369.00	\$ 486.00	\$ 486.00	\$ 554.40	\$ 338.41			Rate of 2.55% on first \$13,271 earned per employee
<b>Total</b>	<b>\$ 79,841.71</b>	<b>\$ 76,521.00</b>	<b>\$ 77,640.00</b>	<b>\$ 83,257.91</b>	<b>\$ 118,418.29</b>			
Cost per hour	\$ 38.39	\$ 36.79	\$ 37.24	\$ 40.03	\$ 56.93			
<b>School Cost</b>								
Hourly Breakdown								
8 Hours a day x 176 School Days bill per month	\$ 54,053.12 \$ 4,504.43	\$ 51,800.32 \$ 4,316.69	\$ 52,433.92 \$ 4,369.49	\$ 56,362.24 \$ 4,696.85	\$ 80,157.44 \$ 6,679.79			10 days of sick and personal time built in monthly invoice
<b>Village Cost</b>								
Initial uniform / equipment	\$ 2,000.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00			Use of vehicle, radio, holster, asp, cel phone, specialty equip.
3 Month out of school + difference	\$ 25,788.59	\$ 24,720.68	\$ 25,206.08	\$ 27,165.67	\$ 38,260.85			
Training	\$ 500.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00			Academy, SRO, Juvenile, Inv., Assoc/Conf
<b>Total Village Cost of Program</b>	<b>\$ 28,288.59</b>	<b>\$ 26,120.68</b>	<b>\$ 26,606.08</b>	<b>\$ 28,965.67</b>	<b>\$ 40,060.85</b>			

\* final year of agreement