

VILLAGE OF BRADLEY

RESOLUTION NO. R-11-22-01

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF BRADLEY SCHOOL DISTRICT 61 AND THE VILLAGE
OF BRADLEY, ILLINOIS

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 14th DAY OF November, 2022

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 14th day of November, 2022

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**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF BRADLEY SCHOOL DISTRICT 61 AND
THE VILLAGE OF BRADLEY, ILLINOIS**

WHEREAS, the President and Board of Trustees of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*) empower the Village and other governmental entities to obtain or share services and to exercise, combine, or transfer any power or function not prohibited by any law or ordinance; and

WHEREAS, Board of Education of Bradley School District 61 (hereinafter “District 61”) is a 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 Illinois Intergovernmental Cooperation Act authorizes units of local government such as District 61 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 61 desires to utilize the services of sworn and uniformed Police Officers of the Village to work as a service resource officer at schools operated by District 61; and

WHEREAS, District 61 and the Village find that the assignment of such an officer will promote the health, safety, and well-being of the students, employees, and members of the public in and around schools withing District 61; and

WHEREAS, a copy of the proposed Agreement between the Villages of Bradley and District 61 is attached hereto as Exhibit A; and

WHEREAS, the Agreement will regulate each of the Village of Bradley’s and District 61’s respective rights and duties with respect to the assignment of a school resource officer; and

WHEREAS, District 61 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; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the citizens of the Village of Bradley that the Village enter into the Agreement with the District 61.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The President and Board of Trustees hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The President and Board of Trustees of the Village hereby adopt the intergovernmental agreement is attached hereto as Exhibit A and fully incorporated herein (the "Agreement").

SECTION 3. The President of the Village of Bradley is hereby authorized to execute on behalf of the Village of Bradley and deliver to the Village Clerk the Intergovernmental Agreement Between The Board Of Education of Bradley School District 61 and the Village of Bradley, Illinois in substantially the same form of the exhibit appended hereto and made a part hereof.

SECTION 4. The Chief of Police of the Department is further authorized to take any other action and execute any other document necessary to effectuate the Village's intent, as set forth in this Resolution, to enter into the Agreement between the Village of Bradley.

SECTION 5. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 6. That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 7. That the Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 8. That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 14th day of Nov., 2022.

TRUSTEES:

RYAN LEBRAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent -

TOTALS: Aye - 6 Nay - 0 Absent - 0

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

APPROVED this 14th day of Novembes, 2022.

Michael Watson
MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number B-11-22-01, "A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF BRADLEY SCHOOL DISTRICT 61 AND THE VILLAGE OF BRADLEY, ILLINOIS," which was adopted by the Village President and Board of Trustees at a meeting held on the 14th day of Nov, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 14th day of Nov, 2022.

Julie Tambling
JULIE TAMBLING, VILLAGE CLERK

(SEAL)



EXHIBIT A

**AN INTERGOVERNMENTAL AGREEMENT FOR
THE PROVISION OF A SCHOOL RESOURCE OFFICER**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this _____ day of October, 2022, between the Village of Bradley ("Bradley") and the Board of Education of Bradley School District 61 ("School District").

RECITALS

WHEREAS, Bradley is a non-home rule municipal corporation organized and existing under the Illinois Constitution and the Illinois Municipal Code 65 ILCS 5/1-1, *et seq.* and which operates and controls Bradley's Police Department; and

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

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois, 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 the Bradley and the School District 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 and undertakings; and

WHEREAS, the School District desires to have the services of a police officer available at public schools within the jurisdictional boundaries of the School District; and

WHEREAS, the Parties have determined that it would be beneficial to the public health, welfare and safety for Bradley to provide the services of a police officer at the School District and Bradley to be reimbursed by the School District for said services, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Bradley and the School District agree as follows:

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. SERVICES PROVIDED.

2.1. Bradley will work with the School District to select and provide a police officer to act as a school resource officer for the School District. The school resource officer shall perform duties at the School as agreed upon by Bradley's Police Department and the School District. Bradley shall retain all employer and management rights of the school resource officer.

The school resource officer shall serve Bradley as a regular patrol officer of Bradley's Police Department, and shall provide services to the School District during those hours when students are in attendance during regular curricular hours of the School District, except as agreed upon by Bradley's chief of police and the superintendent of the School District.

The school resource officer shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, parents, and other members of the school community; and shall encourage students to develop positive attitudes toward the school, education, law enforcement officers, and good citizenship in general. The school resource officer may initiate appropriate law enforcement actions to address criminal matters and/or intervene with staff, students, or others when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. All law enforcement actions, interventions, and investigations shall be consistent with all applicable laws, regulations, and policies. The School District shall be solely responsible for implementing student discipline rules, policies, and procedures. The School District's Administration, not the school resource officer, has the primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters.

The school resource officer shall comply with all applicable laws, regulations, and School District policies relating to the confidentiality of student records. The school resource officer may have access to confidential student records or to any personally identifiable information of any student to the extent allowed under federal/state law and applicable School District policies and procedures.

2.2. The school resource officer shall not be considered to be an employee of the School District and shall remain an employee of Bradley at all times. The school resource officer shall remain under the supervision, command and control of Bradley's chief of police at all times, and may, at any time, be required to perform regular duties for Bradley's Police Department.

2.3. While on School District premises, the school resource officer's services shall be coordinated by Bradley's chief of police and the School District superintendent, or their designees, while maintaining adherence to all rules and regulations of Bradley's Police Department. Bradley shall ensure that the school resource officer maintains minimum in-service training and certification requirements as would normally apply to all other officers of the Bradley Police Department.

2.4. Except for emergencies, the school resource officer shall not be scheduled for more than forty (40) hours per week at the School. The school resource officer shall remain on school grounds during normal school hours, except when necessary to attend a law enforcement emergency or as otherwise agreed upon between Bradley and the School District. With the exception of emergency situations, the school resource officer shall give the School District Administration reasonable advance notice of any times when he or she is not expected to be on school grounds during normal school hours, and Bradley may provide a replacement school resource officer to the extent possible.

SECTION 3. PAYMENT FOR SERVICES.

3.1. The School District shall reimburse the Village an amount equal to 50% of the costs incurred by Bradley for employment of the school resource officer. Bradley shall be reimbursed for its costs to provide the school resource officer, which shall include, but not be limited to: wages, salary, fringe benefits, sick time, vacation pay, holiday pay, pension, medical insurance, life insurance, and 100% of all overtime requested by the School District. The Village shall prepare an annual estimate for the costs of the future employment of the school resource officer and provide such to the School District by March 1 of each year covered under this Agreement.

3.2. Bradley shall prepare an accounting of all of its costs on a quarterly basis pursuant to this Section and provide the same to the School District. The School District shall pay Bradley for the costs of the School Resource Officer as required by Section 3.1 in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

3.3. For purposes of this Agreement, overtime shall be based upon on a 40-hour per week basis for hours of services performed solely for the School District.

3.4. In the performance of this Agreement, the Parties are at all times acting as independent contractors and neither of them nor their respective employees shall claim to be employees, partners, joint venturers, or agents of the other.

SECTION 4. INDEMNIFICATION.

4.1. The Parties to this Agreement shall be responsible for the acts and omissions of its officers, employees and agents.

SECTION 5. TERM AND RENEWAL.

5.1. This Agreement shall be effective on the date and year set forth above and shall continue in effect until June 30, 2026. . Either party shall have the right to terminate this Agreement by July 1 of any school year, provided ninety (90) days' prior written notice is provided to the other Party pursuant to the provisions of Section 6.1 of the Agreement.

SECTION 6. NOTICES AND COMMUNICATIONS.

6.1. All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery to the Parties at their respective addresses as follows:

To Bradley:

Village President
Village of Bradley
147 South Michigan
Bradley, Illinois 60915

To the School District:

Superintendent
Bradley School District 61
111 N. Croswell Ave
Bradley, Illinois 60915

6.2. The Parties may designate in writing substitute addresses or persons in connection with required notices.

SECTION 7. GOVERNING LAW AND SEVERABILITY.

7.1. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

7.2. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 8. AMENDMENTS AND MODIFICATIONS.

8.1. This Agreement may be modified or amended by the authorized representatives of Bradley or the School District, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by an authorized representative.

8.2. This Agreement constitutes the entire agreement of the Parties hereto. There are no representations, warranties, covenants or agreements unless expressed in writing herein or by written modification pursuant to Section 8.1 hereof.

SECTION 9. CAPTIONS AND SECTION HEADINGS.

9.1. Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 10. NON-WAIVER OF RIGHTS.

10.1. No failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by the other with its obligations here under, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of that Party's right to demand exact

compliance with the terms hereof.

10.2. In the event of a dispute arising under this Agreement which cannot be resolved informally by the Parties, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties shall agree that exclusive venue/jurisdiction for any disputes arising from this Agreement will be the Circuit Court of the Twenty-First Judicial Circuit, Kankakee County, Illinois.

SECTION 11. BINDING AUTHORITY.

11.1. The individuals executing this Agreement on behalf of the Parties represent that they have the legal power, right, and actual authority to bind their respective Party to the terms and conditions of this Agreement.

SECTION 12. EFFECTIVE DATE.

12.1. The effective date of this Agreement as reflected above shall be the date that the Bradley Village Clerk for the Village attests the signature of the Bradley Village President.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF BRADLEY

BRADLEY SCHOOL DISTRICT 61

By: Michael Watson
Its: Village President

Date: _____

By:
Its: Board President

Date: _____

ATTEST:

ATTEST:


By: Julie Tambling
Its: Village Clerk

Date: 11-14-2022

By:
Its: Board Secretary

Date: _____