
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2016-037**

**A RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
CITY OF BLUE ISLAND AND THE COMMUNITY HIGH SCHOOL
DISTRICT 218 TO PROVIDE POLICE LIAISON OFFICER TO
COMMUNITY HIGH SCHOOL DISTRICT 218**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

1st Ward	TOM HAWLEY	GEORGE POULOS
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	CANDACE CARR	ALECIA SLATTERY
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. 2016-037

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE COMMUNITY HIGH SCHOOL DISTRICT 218 TO PROVIDE POLICE LIAISON OFFICER TO COMMUNITY HIGH SCHOOL DISTRICT 218

WHEREAS, the Illinois Constitution provides that units of local government and school districts may contract and share services through intergovernmental agreements, Ill. Const., Art. VII, sec.10 (1970);

WHEREAS, the City of Blue Island ("City") desires to have the services of a police officer ("Liaison Officer") available at Dwight D. Eisenhower High School, 12700 South Sacramento Avenue, Blue Island, Illinois ("High School");

WHEREAS, the Liaison Officer shall serve the City as a regular employee of the City's Police Department, but shall provide services to High School District 218 (the "District") during those hours as determined by the City's Chief of Police, the Principal of the High School, the District Director of Security and anyone designated by the Superintendent; and

WHEREAS, the District shall pay to the City a sum equal to the existing annual base salary of the officer selected to serve as the Liaison Officer as established by the existing Collective Bargaining Agreement;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

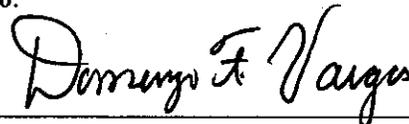
SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

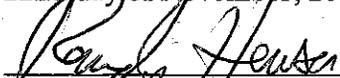
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr			X		
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson			X		
Alderman Frausto	X				
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
TOTAL	11		3		

APPROVED by the Mayor on November 22, 2016.



DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
22nd day of November, 2016.



RANDY HEUSER
CITY CLERK



Resolution Authorizing Execution of IGA Between the City of Blue Island and the Community High School District 218 to Provide Police Liaison Officer to Community High School District 218

I. Introduction/Purpose

For years, the City has been providing a police officer to Eisenhower High School for security purposes. The old agreement has expired, requiring a new one with the new rates of pay for our officers.

II. Discussion/Highlights

Community High School District 218 has paid a portion of the officers annual salary and compensation in lieu of having the officer over there for security purposes. The amount that the school used to pay per quarter was \$12,236.40. The new quarterly rate the school will be pay per quarter is \$13,521.49.

III. Conclusion/Recommendation

I recommend the passage of this Resolution for the City to enter into the IGA with Community High School District 218 for both the safety of the school and the safety of the students.

Submitted By: Matthew Anastasia, Director of Finance and Administration

INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE

LIAISON OFFICER TO COMMUNITY HIGH SCHOOL DISTRICT 218

THIS AGREEMENT is made on July 1, 2016 between the CITY OF BLUE ISLAND (the "City") and the COMMUNITY HIGH SCHOOL DISTRICT 218 (the "District"); both located in the State of Illinois.

WHEREAS, the Illinois Constitution provides that units of local government and school district may contract to share services through intergovernmental agreements, Ill. Const., Art. VII, §10 (1970); and

WHEREAS, Illinois Statutes provide that Public Agencies may share powers through intergovernmental agreements, 5 ILCS 220/3; and

WHEREAS, the City is a unit of local government, Ill. Const. Art. VII §1, and a public agency, 5 ILCS 220/2(1) and the District is a school district, Ill. Const. Art. VII §8, and a public agency 5 ILCS 220/2 (1);

WHEREAS, the City desires to have the services of a police officer available at Dwight D. Eisenhower High School, 12700 South Sacramento Avenue, Blue Island, Illinois (hereinafter the "High School");

WHEREAS, the City has determined it to be in the best interests of the City to provide the services of a police officer at the High School; and

WHEREAS, as hereinafter provided, the District has agreed to indemnify the City from any and all liability to other that may arise pursuant to the performance of services by the liaison officer pursuant to the terms of this Agreement.

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

SERVICES PROVIDED

- a. The city shall provide a police officer who shall be a police officer mutually selected and acceptable to the City and District (hereinafter the "Liaison Officer"). The Liaison Officer will serve as a liaison between the District and the City's Police Department. The Liaison Officer shall perform services in accordance with the job description attached hereto and made a part hereof as Exhibit A and in accordance with the Reciprocal Reporting System attached hereto and made a part hereof as Exhibit B. The Liaison Officer shall from time to time meet with administrators, teachers, students and parents as requested by Principal and District's Director of Security.

- b. The Liaison Officer shall serve the City as a regular 40-hour week employee of the City's Police Department, but shall provide services to the District during those hours as determined by the City's Chief of Police, the Principal of the High School, the District Director of Security and anyone designated by the Superintendent.
- c. In addition to the services described in Exhibit A, the City Police Department will provide access to community service programs, assistance with overall security evaluations and recommendations and all services currently provided by the City Police Department in a manner of mutual cooperation between the City and the District.
- d. Vacation. If the Liaison Officer has a scheduled vacation, the officer will notify the District's Principal and District Director of Security at least 30 days ahead of said vacation and the City Police Department will provide a replacement liaison officer. "This notice requirement shall NOT apply to non-scheduled individual vacation days (single days off)."

II. TIME OF SERVICE

Service under this Agreement shall be provided from the 1 day of student attendance through the last day of student attendance, Monday through Friday, weekly.

III. COST OF SERVICE

- a. In consideration for the provision of said Liaison Officer to perform services as provided herein, the District shall pay to the City a sum equal to the existing annual base salary of the officer selected to serve as the Liaison Officer as said annual salary is established by the existing Collective Bargaining Agreement between the City and the Collective Bargaining Unit that represents sworn full time police officers for the City of Blue Island. This salary amount is presently \$54,085.94 and will increase in the event of a New Collective Bargaining Agreement provides for an increase in the officer's annual salary. If this Agreement is terminated under Section VII hereof, the fees shall be prorated based upon a 365-day year for the number of days that this agreement was in force. The cost of any services required and performed by the City Police Department that are not included in this Agreement (other than routine police patrols, responses to calls not covered by this Agreement and other customary police services made generally available to all residents of the City, including corporate residents) will be based on the prevailing detail rate of the police labor contract per hour with a two hour minimum.

- b. The cost to be paid by the District under "A" above shall be paid quarterly, upon receipt of invoice.

N. SUPERVISION

- a. Liaison Officer shall remain under the command of the City's Chief of Police at all times and may, at any time, be required to perform regular duties for the Police Department. At all times the Liaison Officer will be directly responsible to his / her immediate supervising officer.
- b. While on the District's premises, the Liaison Officer shall work at the direction of the High School Principal, District Director of Security or a designee, while maintaining adherence to all rules and regulation of the City Police Department.

V. INDEMNIFICATION

- a. In the case of injury to the person or property of another caused by the Liaison Officer while engaged in activities under the direction of the District, the District shall provide legal representation for the City and the officer by an attorney or attorneys acceptable to the City and its officers and shall insure, assume liability, hold harmless and provide for indemnification of the City and Liaison Officer.
- b. The District shall also provide legal representation for the City and the officer by an attorney or attorneys acceptable to the City for the City and its officer and shall insure, assume liability, hold harmless and provide for indemnification for the City, its officer, agents and employees against any claims, damages, expenses or losses, including but not limited to attorney's fees, arising from the performance of this Agreement or as a result of this Agreement.
- c. The District shall include the City and the Liaison Officer as named insureds on the District's policy or policies of liability and workers compensation insurance and shall provide the City with copies of the Certificates of Insurance within thirty (30) days of execution of this Agreement.

VI. AMENDMENT

This agreement may be amended only in writing with approval of both the City and the District.

VII. GOVERNING LAW AND SEVERABILITY

This Agreement shall be construed in accordance with the Law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidation shall not render invalid other provisions which can be given effect without invalid provision.

VIII. EFFECTIVE DATE AND TERMINATION

This Agreement shall take effect on August 15, 2016 and shall remain in effect until the end of the 2016-2017 school term. The Agreement will be automatically renewed for one year beginning on the 1 day of student attendance and ending on the last day of student attendance unless either party upon sixty (60) days prior written notice advised the other of intent to terminate.

IX NOTICE

Notice of termination or request for amendment of any term of this Agreement or for any other reason must be in writing and delivered by one party to the other at its administrative office either personally or through the United States mail, postage prepaid. Any notices sent to the City shall be directed to the attention of the Mayor with a copy to the Chief of Police. Any notice sent to the District shall be directed to the attention of the Superintendent with a copy to the District Director of Security and Principal.

X EXECUTION

This Agreement shall be executed in a sufficient number of counterparts so that the City and the District shall each have a copy of this Agreement containing original signatures. Each of the counterparts shall be executed by the City and the District and all the counterparts shall be regarded for all purposes as one original and shall constitute and be one and the same.

IN WITNESS WHEREOF, THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVES FOR THE CITY AND THE DISTRICT HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

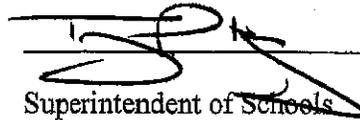
City of Blue Island, Illinois
Cook County, Illinois



Mayor

COMMUNITY HIGH SCHOOL
DISTRICT 218

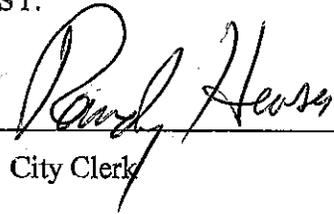
Cook County, Illinois



Community High School District 218

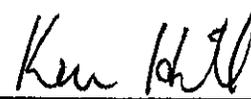
ATTEST:

By:


City Clerk

ATTEST:

By:



Secretary, CHSD 218

EXHIBIT A

Police Liaison Job Description: Goals and Objectives

1. The Police School Liaison officer, as a member of the Blue Island Police Department, will be directly responsible to her / his immediate supervisor, who shall designate and / or authorize any variation in the officer's normal work schedule or assignments.
2. The Liaison Officer will be responsible for taking appropriate action when the law has been violated.
3. The officer is not expected to assume authority in matters of student discipline, when they involve school policies governing behavior. The school administration is to initiate and administer the necessary action and subsequent disposition.
4. The Liaison Officer will work with the High School Administration and the District Director of Security in the implementation of police community school programs.
5. The Liaison Officer will establish a close working relationship with the school administration and the District Director of Security. In addition, will work in conjunction with the Building Director of Security and his / her staff.
6. The Liaison Officer will work weekends or for special summer educational programs and for special school functions (such as home football and basketball games, homecoming dance, prom and graduation), when and where available as determined by the City of Blue Island Police Department. In addition, he / she will work any special school function that his / her presence is deemed necessary for safety reasons by the District Director of Security and school administration, when approved by the City of Blue Island Police Department. The District shall pay to the officer the costs of said uncovered services based on the prevailing detail rate of the police labor contract per hour with a three (3) hour minimum.
7. The Liaison Officer will be available to organizations with the community to assist in explaining the Police / School Liaison program and its philosophy.

GOALS

Goal I: To reduce the amount of future crime through a concentrated crime prevention effort aimed at the senior high students.

Objective (A): To provide and increased positive community image through increased communication and a positive working relationship between the City of Blue Island Police Department and Community High School District 218.

Objective (B): To give the students an opportunity to get acquainted with a police officer in an informal, non-authoritarian setting by placing a police school liaison officer within

the school.

Objective (C): To allow any student who so desires to privately converse with a liaison officer conveniently at the school.

Objective (D): To allow students the opportunity to discuss with the liaison officer conditions in the community that he / she feels affects them negatively.

Objective (E): To provide classroom presentations and discussion periods with students in the areas of mutual concerns.

Objective (F): To provide teachers, administrators and other school officials information concerning the law and to answer other questions they may have about the juvenile justice system, where deemed appropriate.

Goal II: To increase the reporting of all crimes committed against youth and their property, and to increase the reporting of physical and sexual child abuse and / or neglect.

Objective (A): To provide a convenient and confidential setting wherein a child may feel at ease with a trusted individual in reporting crimes against his / herself or property.

Objective (B): Upon request of the schools counseling staff and or a community service agencies, assist students in dealing with individual problems and concerns as is appropriate.

Objective (C): To provide an opportunity for the Liaison Officer to help educators become aware of reportable crimes against youth.

Goal III: To further reduce the number of crimes committed in schools or near school property.

Objective (A): To provide a constant and preventive presence in the school area to reduce crime and other actions of anti-social behavior. The Liaison Officer's Legal responsibilities lie in the areas of direct violations of the law and he / she will not be used as an arm of the school discipline.

EXHIBIT B

RECIPROCAL REPORTING SYSTEM

This agreement between Community High School District 218 and the Blue Island Police Department and state law enforcement agencies and state's attorney's office, is established and maintained pursuant to the authority of Section 10-20.14 of the Illinois School Code, and in compliance with Section 1-7 of the Juvenile Court Act. This agreement is entered into and maintained in order to foster cooperation and improve the flow of information between educators and law enforcement. That cooperation and flow of information is essential in providing the safe, healthy and violence-free school environment to which all children are entitled and which all children need to thrive and learn.

This agreement is established after discussion among the undersigned, and with the input of all local parent-teacher advisory committees, resulting in a consensus.

That consensus recognizes the need for educators and law enforcement agencies to have access to information concerning the activities of minor students in and out of school, so that they may work together in an efficient manner as possible to prevent, eliminate and discourage acts of crime, violence and intimidation.

That consensus further recognizes and determines that the state's attorney's office is essential to achieving the objectives of this agreement. Mindful of the state's attorney's sworn obligations, including to assist in the investigation and prevention of crime, both in school and in the community at large, the consensus determines that the state's attorney's office is a law enforcement agency and properly a party to this agreement.

That consensus defines law enforcement records as those maintained by law enforcement agencies that relate to a minor who has been arrested or taken into custody before his or her 17th birthday:

In response to the legislative mandate and in recognition of our responsibilities in providing a safe, orderly and predictable school environment, the undersigned establish and agree to abide by the following protocol for the sharing of information among our agencies:

1. Each party to this agreement shall designate a person who shall transmit information

and receive information from the designee of each agency;

2. The undersigned may further designate an additional designee who shall perform the duties of the designee in the event of the designee's unavailability;
3. The undersigned may perform the duties of the designee at any time the undersigned feels such performance would further the objectives stated in this agreement;
4. Information may be communicated verbally among the designees at any time deemed necessary by the designees;
5. Information may also be verbally communicated among the designees during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by any designee on an as-needed basis;
6. Information in written form may be transmitted among the designees by any agreed-upon method, including but not limited to, United States mail, delivery or tele facsimile; such as sharing of written information may be according to an agreed-upon schedule, or an as-needed basis;
7. The District Director of Security / Principal will arrange for meetings, as necessary, between school district officials and local law enforcement officials for purposes of sharing information with respect to criminal offenses committed by students enrolled in the district's schools, provided that the dissemination of such information is in accordance with the Illinois School Records Act, the Federal Family Educational Rights and Privacy Act, and other applicable state and federal laws. The school officials requested to attend such meetings shall be determined by the Superintendent, the District Director of Security or the Principal of the school that the students attend.
8. The undersigned shall develop procedures for their individual agencies designed to ensure that any such information is not available to employees or other persons other than as authorized by this agreement.
9. No information described by this agreement shall be disclosed or made available in any form to any person or agency outside this agreement unless specifically authorized by law;
10. Law enforcement records as defined by this agreement may be transmitted or copied by a school's designee only when the record related to violation of the unlawful use of weapons section of the criminal code (720 ILCS 5/24-1), the Controlled Substance Act (720 ILCS 570/100 et seq.), the Cannabis Control Act (720 ILCS 550/1 et seq.), or a forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
11. Contents of law enforcement records may be further disseminated as provided for in paragraph (7) above, subject to safeguards and restrictions described in paragraphs (8) and (9);

12. All information should include the names of all involved persons, including those of students and minors;
13. All information should be transmitted as promptly as possible after received by the originating agency;
14. The school's designee's responsibility under this agreement shall include information pertaining to activities occurring in school, on school grounds, off school grounds or at a school-related activity or by or against school personnel;
15. The Illinois Criminal Code, the Juvenile Court Act and the School / Law Enforcement Relations Handbook prepared by the Education / Law Enforcement Committee shall be used as references for other definitions.


Superintendent of Schools

Community High School District 218


Chief of Police

Blue Island Police Department

Dated: 11/7/16