

080565

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

District: All

Resolution or Ordinance (Blue)
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *DAH*

DATE : September 19, 2008
B of T: October 2, 2008

SUBJECT: A Resolution Authorizing the Village President to sign an Intergovernmental Agreement with the Village of Glendale Heights for the provision of Police Services at Glenbard East High School

SUBMITTED BY: Raymond J. Byrne, Chief of Police

BACKGROUND/POLICY IMPLICATIONS:

The attached Resolution would allow the Village President to sign an Intergovernmental Agreement with the Village of Glendale Heights. The Agreement clarifies the roles and responsibilities of both Villages for the provision of an additional police liaison officer at Glenbard East High School. School District No. 87 is desirous of having a Glendale Heights police officer serve as a police liaison officer in all three Glenbard schools that have Glendale Heights students in attendance (North, West and East high schools). The additional officer would rotate between all three schools. All costs for the additional officer are being paid for by District 87.

Fiscal Impact/Funding Source: None

Review (as necessary):

Finance Director _____
Village Manager *David A. Hulseberg* _____
Date _____ Date 9/22/08

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda distribution.



LOMBARD POLICE DEPARTMENT



Date: September 19, 2008

To: David A. Hulseberg, AICP, ICMA-CM
Village Manager

From: Ray Byrne
Chief of Police

Re: Intergovernmental Agreement with the Village of Glendale Heights
Police Liaison Officer for Glenbard School District No. 87

Glenbard High School District No. 87 is interested in adding an additional school resource officer from the Glendale Heights Police Department that would serve all three Glenbard high schools where residents of Glendale Heights attend. This would include Glenbard East in Lombard, Glenbard West in Glen Ellyn and Glenbard North in Carol Stream. According to their statistics, each school has approximately 500 students from Glendale Heights in attendance at each of the respective campuses.

Candidly, District 87 acknowledges that many of the incidents that occur in the schools involve students from Glendale Heights. Their hope is that by adding an additional resource officer, they strengthen the police presence in the three schools and increase the knowledge base of all school and police officials. District 87 will be funding nearly all of the additional officer's salary. The Village of Lombard would incur no costs for the additional officer.

Tentatively, the Glendale Heights officer would spend two consecutive days at each of the three schools on a rotating basis. The officer would have Nextel communication and there will be flexibility to go from one school to another to address any problems or issues that might arise. The Glendale Heights Police Department has recently completed a selection process for the liaison officer position. The intention is to have the position filled as soon as the Intergovernmental Agreements are signed. Identical agreements are being signed between Glendale Heights and the Villages of Carol Stream and Glen Ellyn. The Village Attorney, Tom Bayer, has reviewed the Agreement and several of his recommended revisions were incorporated in to the final document.

District 87 and the police departments involved in this initiative are very enthusiastic about the potential of this program. I believe the addition of a school resource officer from the Glendale Heights Police Department will prove a great benefit for Glenbard East, our current school liaison officer and the Lombard Police Department. With your

concurrent, I would enthusiastically recommend approval of the Intergovernmental Agreement by the Village Board. If you should have any questions, or would like additional information, please do not hesitate to contact me.

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF GLENDALE HEIGHTS FOR THE PROVISION OF POLICE SERVICES AT GLENBARD EAST HIGH SCHOOL

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement; and,

WHEREAS, the Agreement would allow the Lombard Police Department, the Glendale Heights Police Department and Glenbard High School District No. 87 to work in an atmosphere of mutual cooperation; and,

WHEREAS, the Agreement serves to establish the roles and the responsibilities of the Village of Lombard and the Village of Glendale Heights in providing police liaison services at Glenbard East High School; and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President is hereby authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2008.

Ayes: _____

Nays: _____

Absent: _____

Resolution No. _____
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Approved this _____ day of _____, 2008.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer, Village Attorney

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
GLENDALE HEIGHTS AND THE VILLAGE OF LOMBARD FOR THE PROVISION
OF POLICE SERVICES BY THE VILLAGE OF GLENDALE HEIGHTS AT
GLENBARD EAST HIGH SCHOOL**

This Intergovernmental Agreement (hereinafter the "Agreement") is entered into by and between the VILLAGE OF GLENDALE HEIGHTS (hereinafter "Glendale Heights"), and the VILLAGE OF LOMBARD, (hereinafter "Lombard"), this _____ day of _____

2008. (Lombard and Glendale Heights are sometimes hereinafter individually referred to as a "Party", and are collectively referred to as the "Parties".)

WHEREAS, School District No. 87 operates four (4) high schools, three (3) of which have students from Glendale Heights attending; and

WHEREAS, School District No. 87 desires to have police officers from Glendale Heights serve as the police liaison officers at all high schools attended by students from Glendale Heights; and

WHEREAS, Glendale Heights attending Glendale Heights; and

Southwest corner of Wilson Avenue and Main Street within Lombard, with students from Glendale Heights attending Glendale Heights; and

WHEREAS, the Glendale Heights Police Department desires to furnish and provide police services at Glendale Heights; and thereby, to work within Lombard's jurisdiction to accomplish that task; and

WHEREAS, the Parties hereto are in agreement that it is in their respective best interests to enter into this Agreement as requested by School District No. 87; and

WHEREAS, the Parties enter into this Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and Section 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1 *et seq.*);

NOW, THEREFORE, in consideration of the foregoing, the mutual and several promises, covenants and understandings contained herein, and other good and valuable consideration, the

receipt and sufficiency of which is acknowledged by the Parties hereto, the Parties agree as follows:

1. Incorporation of Recitals: The foregoing recitals are hereby incorporated as if fully

recited herein.

2. Purpose of Agreement: The purpose of this Agreement is to allow the Glendale Heights

Police Department to provide police officers and to furnish and provide police liaison and law

enforcement services at Glenbard East.

3. Utilization of Facilities: Lombard will allow the Glendale Heights' police officers, who

are providing police services at Glenbard East, to utilize Lombard's Police Department facilities

to effectuate arrests, and otherwise perform all lawful duties of a peace officer with respect to the

performance of law enforcement services at Glenbard East.

4. Compensation Between the Parties: No monetary compensation will be paid between the

Parties pursuant to this Agreement.

5. Responsibilities of the Parties:

A. Responsibility for Employees. Glendale Heights shall assume all

responsibility for the actions of its police officers while acting in such capacity at Glenbard East

pursuant to this Agreement, both as to indemnification of police officers and as to the payment of

benefits to such police officers, all to the same extent as such police officers are protected,

insured, indemnified and otherwise provided for when acting within the corporate limits of

Glendale Heights.

B. Compensation of Employees. Glendale Heights shall be solely and

exclusively responsible for the payment of any and all benefits to all of its police officers while

acting in such capacity at Glenbard East pursuant to this Agreement, including but not limited to

the payment of wages, salaries, disability payments, pension benefits, workers' compensation

claims, claims for damage to or destruction of equipment and clothing, and claims for medical

expenses. At no time will any employee of the Glendale Heights Police Department be

considered an employee of another police department, including, but not limited to, the Lombard Police Department, pursuant to this Agreement.

6. Indemnification. Glendale Heights shall indemnify and hold harmless Lombard, and its officers, agents, and employees, with respect to any claim or loss, including, but not limited to, attorneys' fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which might arise, either directly or indirectly, out of the Lombard's Police Department facilities or the provision of police liaison or law enforcement services in relation to Glenbard East, as contemplated by this Agreement.

7. Notices. Any notice, request, demand or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Section), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village of Glendale Heights:

Village of Glendale Heights
300 Civic Center Plaza
Glendale Heights, IL 60139
ATTN: Michael S. Marron, Chief of Police

With a copy to:

Donald J. Stornio, Esq.
Stornio, Rameallo & Durkin
9501 W. Devon, Suite 800
Rosemont, IL 60018

If to the Village of Lombard:

Village of Lombard Police Department
235 E. Wilson Avenue
Lombard, IL 60148
ATTN: Ray Byrne, Chief of Police

With a copy to:

Village of Lombard
255 E. Wilson Avenue

Lombard, IL 60148
ATTN: David Hulseberg, Village Manager

8. Severability: If any provision or part of this Agreement shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or parts of this Agreement not so held invalid or unenforceable. Such other provisions or parts which are not held invalid or unenforceable shall survive and continue in full force and effect, unless deletion of the provision or other part of the Agreement which is held to be invalid or unenforceable renders this Agreement meaningless.
9. Term: The term of this Agreement shall be two (2) years from and after the date of execution by the Parties. This Agreement shall thereafter automatically renew for successive two (2) year periods unless and until terminated. Either Party hereto may terminate this Agreement upon written notice being provided to the other Party, not less than thirty (30) days prior to the proposed termination date.
10. Entire Agreement: This Agreement shall constitute the entire agreement between the Parties and supersedes all prior oral and written representations and agreements relating to the subject matter of this Agreement.
11. Modification of Agreement: Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed and authorized by the representatives of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates

set forth hereinafter.

VILLAGE OF GLENDALE HEIGHTS

By: _____

Linda Jackson
Village President

ATTEST:

Dated: _____

By: _____

Village Clerk

VILLAGE OF LOMBARD

By: _____

William Mueller
Village President

ATTEST

By: _____

Village Clerk

Dated: _____