



**Village Of
Oak Brook**

1200 Oak Brook Road
Oak Brook, IL 60523-2255

Website

www.oak-brook.org

Administration

630.368.5000
FAX 630.368.5045

Development Services

630.368.5100
FAX 630.368.5128

Fire Department

630.368.5200
FAX 630.368.5251

Police Department

630.368.8700
FAX 630.368.8739

**Public Works
Department**

630.368.5270
FAX 630.368.5295

**Oak Brook
Public Library**

600 Oak Brook Road
Oak Brook, IL 60523
630.368.7700
FAX 630.368.7704

Oak Brook Sports Core

Bath & Tennis Club

700 Oak Brook Road
Oak Brook, IL 60523
630.368.6420
FAX 630.368.6439

Golf Club

2606 York Road
Oak Brook, IL 60523
630.368.6400
FAX 630.368.6419

VILLAGE OF OAK BROOK
1200 OAK BROOK ROAD
OAK BROOK, IL 60523

NOTICE OF SPECIAL MEETING
OF THE
BOARD OF TRUSTEES

Samuel E. Dean Board Room
of the Butler Government Center
1200 Oak Brook Road

Date of Meeting: Tuesday, August 23, 2022 Time of Meeting: 7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESIDENT’S OPENING COMMENTS
4. PUBLIC COMMENT AGENDA ITEMS
5. ACTIVE BUSINESS
 - A. Ordinances & Resolutions
 1. RESOLUTION 2022-PD-IGA-SCH-SECURITY-R-2033,
A Resolution Approving And Authorizing An
Intergovernmental Agreement By And Between
The Village Of Oak Brook And School District 53
For The School Security
6. PUBLIC COMMENT ON NON- AGENDA ITEMS
7. ADJOURNMENT

Herman/Reddy
/Yusuf

VILLAGE OF OAK BROOK

In accord with the provisions of the American with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at this public meeting should contact the Butler Government Center (Village Hall), at 630-368-5010 as soon as possible before the meeting date.



VILLAGE OF
OAK BROOK
Illinois

BOARD OF TRUSTEES MEETING
SAMUEL E. DEAN BOARD ROOM
BUTLER GOVERNMENT CENTER
1200 OAK BROOK ROAD
OAK BROOK, ILLINOIS
630-368-5000

AGENDA ITEM

Special Board of Trustees Meeting
of
August 23, 2022

SUBJECT: Intergovernmental Agreement with District 53 for School Security

FROM: Brian J. Strockis, Chief of Police *BSL*

BUDGET SOURCE/BUDGET IMPACT: N/A

RECOMMENDED MOTION: I move to approve Resolution 2022-PD-IGA-SCH-SECURITY-R-2033, a Resolution Approving and Authorizing an Intergovernmental Agreement between the Village of Oak Brook and School District 53 for School Security.

Background/History:

Attached is a proposed Intergovernmental Agreement between the Village of Oak Brook and School District 53 for School Security.

In light of recent school security incidents throughout our country, the Village Board directed the Police Chief to make recommendations to increase the presence of Officers at our schools and ensure the safety of the students and staff. Through many discussions with Butler 53 Superintendent and School Board members, a plan was initiated to evolve our current Police Auxiliary program and utilize these Auxiliary Officers as a presence and deterrent at our schools.

The School District has agreed to pay the full costs of these services, \$48,565.76, as an annual payment to the Village for such Auxiliary Officer Services for school year 2022-2023. Each subsequent school year shall include a 3.5% increase to the preceding year. The School District has also agreed to reimburse the Village 50% of the purchase price of a fully outfitted squad car which will be purchased and paid for in the Village 2023 fiscal year budget. The fully equipped squad car is also of benefit to the Village to be used for other functions, when not in use for school security.

Having an Auxiliary Officer assigned to our schools for all 176 attendance days is a great benefit to the Village and the School District and will add to safety measures that are already in place. Auxiliary Officers in the schools will:

- Be clearly visible as Police and act as a physical deterrent.
- Be armed with a firearm and have direct access to a Police radio.
- Have a marked Oak Brook squad car parked outside the schools.

Recommendation:

I recommend the Village Board approve Resolution 2022-PD-IGA-SCH-SECURITY-R-2033, approving and authorizing an Intergovernmental Agreement between School District 53 and the Village of Oak Brook for School Security.

THE VILLAGE OF OAK BROOK
COOK AND DUPAGE COUNTIES, ILLINOIS

RESOLUTION

NUMBER 2022-PD-IGA-SCH-SECURITY-R-2033

A RESOLUTION
APPROVING AND AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF OAK BROOK AND
SCHOOL DISTRICT 53

GOPAL G. LALMALANI, Village President
CHARLOTTE K. PRUSS, Village Clerk

LAURENCE HERMAN
MICHAEL MANZO
JAMES NAGLE
A. SURESH REDDY
EDWARD TIESENGA
ASIF YUSUF

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Oak Brook
on this the 23rd day of August, 2022

RESOLUTION 2022-PD-IGA-SCH-SECURITY-R-2033

A RESOLUTION
APPROVING AND AUTHROIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF OAK BROOK AND
SCHOOL DISTRICT 53

WHEREAS, the Village of Oak Brook is a municipal corporation with authority provided for and granted pursuant to the Illinois Municipal Code to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, the Village of Oak Brook (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an Agreement with another party pursuant to Illinois Statute;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

WHEREAS, School District 53 (hereinafter referred to as the "School District") has requested that the Village provide and deploy certain police department resources at Brook Forest and Butler Schools;

WHEREAS, the Village and the School District have entered into discussions regarding the assignment of an auxiliary police officer and related police department resources to be deployed at and in the respective schools;

WHEREAS, the Village and School District understand and agree that safety of the students is of utmost importance and concern; and

WHEREAS, the Village and the School District desire to enter into an agreement to providing for the allocation of police department resources to be deployed at Brook Forest and Butler Schools as defined and set forth in the agreement; and

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to enter into the attached Intergovernmental Agreement with School District 53 for the purposes referenced herein.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Intergovernmental Agreement

The Village hereby approves the Intergovernmental Agreement, substantially in the form attached hereto and made a part hereof collectively as Exhibit A, (hereinafter referred to as the “Agreement”).

Section Three – Authorization and Direction

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the intergovernmental agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreements and of this resolution.

Section Seven - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Eight – Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Nine - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Ten – Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Eleven – Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote follows

PASSED THIS 23rd day of August, 2022

Ayes: _____

Nays: _____

Absent: _____

APPROVED THIS 23rd day of August, 2022

Gopal G. Lalimalani
Village President

ATTEST:

Charlotte K. Pruss
Village Clerk

Exhibit A
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF OAK BROOK AND
THE BOARD OF EDUCATION OF BUTLER SCHOOL DISTRICT 53

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement"), is made on August ____, 2022 by and between the Village of Oak Brook whose principal place of business is located at 1200 Oak Brook Road, Oak Brook, Illinois 60523 (hereinafter referred to as the "Village") and the Board of Education of Butler School District 53 whose principal place of business is located at 2801 York Road, Oak Brook, Illinois 60523 (hereinafter referred to as (hereinafter referred to as "the "District").

Recitals

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the "Intergovernmental Cooperation Act" (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

WHEREAS, Butler School District 53 (hereinafter referred to as the "District") has requested that the Village of Oak Brook (hereinafter referred to as the "Village") provide and deploy certain police department resources at its schools;

WHEREAS, the District desires to have the services of a police officer available to provide a police presence at the Brook Forest Elementary School and the Butler Junior High School, Oak Brook, Illinois in order to assist in providing a safe and secure learning environment as well as act as a deterrence; and

WHEREAS, the parties hereto desire to memorialize their respective understandings defining their respective roles and responsibilities relative to the deployment and allocation of Village Oak Brook Police Department resources to Butler School District 53 as defined herein.

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

Section One – Allocation of Village of Oak Brook Police Department Resources

- a) The Village shall provide an auxiliary police officer (hereinafter the "Police Officer") to the District to perform services as identified in Exhibit A and any other services as may be subsequently agreed upon in writing by the parties.
- b) The Oak Brook Police Department (hereinafter referred to as the "Police Department") shall provide assistance with an overall security evaluation of school grounds and activities.
- c) The Police Officers assigned to perform the respective duties at the District are employees of the Village and are supervised by and through the Police Department chain of command. All activities of the Police Officers shall be taken as an employee of the Village, pursuant to all applicable laws and Police Department rules and regulations.
- d) The parties agree that the services provided by this agreement are in addition to general police services provided by the Village in the regular course of operating its Police Department.

Section Two – Deployment of Police Department Resources

- a) The Chief of Police and the District's School Principals shall coordinate the provision of services required by the District pursuant to this Agreement. The schools shall supply the Chief of Police with a school schedule, the deployment of the Police Officer and Police Department shall be at the discretion and direction of the Chief of Police.
- b) The Police Officer shall generally be present on school grounds on 176 student attendance days from 8:00 a.m. to 4:00 p.m.
- c) The District may request that a Police Officer be assigned to cover other designated school events outside of the aforementioned hours any such allocation of additional resources shall be at the discretion of the Chief of Police, provided that resources are available and shall be at the cost of the District.

Section Three – Confidentiality; Access to Student Records

The Police Officer shall comply with all applicable laws, regulations and District policies relating to the confidentiality of student records, including but not limited to: the Illinois School Student Records Act ("ISSRA", 105 ILCS 10/1 et seq.), the Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. 1232g), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), and District's Board Policy related to Student Records.

The Police Officer may have access to confidential student records or to any personally identifiable information of any District student to the extent allowed under FERPA, ISSRA, and applicable District policies and procedures. The Police officer shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student. School officials may, however, share relevant student records and personally identifiable information in those records with the Police Officer under any of the following circumstances:

1. The Police Officer is acting as a “school official” as it relates to accessing student records as defined in 34 C.F.R. §99.31 because he/she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.
2. The Police Officer has written consent from a parent/guardian or eligible student to review the records or information in question.
3. The School Principal or designee reasonably determines that disclosure to the Police Officer without parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.
4. The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.
5. The information disclosed is “directory information” as defined by District Board Policy, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.
6. The disclosure is otherwise authorized under FERPA, ISSRA and applicable District policies and procedures.

Section Four - Payment

- a) The School District shall pay the sum of \$48,565.76 as an annual payment to the Village for the services required herein for school year 2022-2023. Each subsequent school year shall be with a 3.5% increase to the preceding year. Annual payments shall be made in two (2) equal installments, payable August 15 and January 15 of the respective school year.
- b) When the Village provides additional Police Officer services at the request of the District at other school-sponsored functions, the School District shall pay to the Village the hourly rate equal to the number of Police Officers deployed to the school sponsored function. The Village Finance Department shall bill the District at the end of the month.
- c) The Village shall pay its police personnel for these services to the school through its regular payroll account.
- d) The Village shall assume all responsibility for payroll taxes, liability insurance, workers compensation insurance, unemployment insurance, and all compensation and benefits for their police personnel serving the school.
- e) In addition, the District shall reimburse the Village the 50% of the purchase price of a fully outfitted squad car, with distributed payments over three year contract cycle which shall be paid on a semi-annual basis payable on August 15 and January 15 in the amount of \$5,833.33. The payments referenced herein shall be due and payable for each and every year that this Agreement is in existence. Should the District terminate this Agreement prior to the expiration of the current term of this Agreement the District shall be required to pay the Village the District’s full portion of the purchase price of the vehicle currently in service. The parties hereto understand and agree that the squad car is the property of the Village and the District has no claim, right or interest in the vehicle.

Section Five - Indemnification

- a) The Village shall defend, indemnify and hold the School District and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Village and their officers, employees, and agents in connection with their performance under this Agreement. The Village's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct or breach by the School District, its officials, officers, employees, agents or representatives.
- b) The School District shall defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the School District and its officers, employees, and agents in connection with its performance under this Agreement. The School District's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct or breach by the Village, its officials, officers, employees, agents or representatives.

Section Six - Amendment

This Agreement may be amended only in writing with approval of both the Village Board and the District Board.

Section Seven – 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 that can be given effect without the invalid provision.

Section Eight – Effective Date, Term and Termination

This Agreement shall take effect on September 6, 2022 and shall remain in effect for a period of three (3) years from that date or until canceled by mutual agreement of the parties, or until canceled by either party by written notice of one party given to the other ninety (90) days in advance of the date of cancellation. Upon expiration of the initial term of this Agreement, the agreement may be renewed for additional three-year periods by mutual agreement of the Parties.

Section Nine - 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 U.S. mail, postage prepaid. Any notice sent to the Village shall be direct to the attention of the Village Manager, 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 applicable School Principal.

Section Ten – Extended School Cancellation

In the event the opening of the school buildings during any school year is delayed for any reason, neither the Village nor the School District shall be obligated to perform their respective obligations under this Agreement until the school buildings open.

Section Eleven – Execution of Agreement

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

IN WITNESS WHEREOF, on the date set forth above, the undersigned duly authorized representatives of the Village and the District have caused this Agreement to be executed.

VILLAGE OF OAK BROOK

BUTLER SCHOOLDISTRICT 53

Village President

Board President

Attest:

Attest:

Village Clerk

Board Secretary

EXHIBIT A

The Police Officer shall use best efforts to establish maximum communications between the School District and the Village of Oak Brook and the Oak Brook Police Department. The Police Officer shall be deployed to provide an additional safety measure at the schools and to work to create a healthy and productive attitude of students by assisting in providing a safe school environment. The deployment of the Police Officer shall assist in establishing excellent community relations through inter-agency cooperation by service to the community by the performance of the following duties:

1. The presence of the Police Officer at schools is not intended to usurp the rights and responsibilities of the District to enforce the rules of student conduct and to administer discipline in the schools. The Police Officer shall not:
 - a) Enforce or assume authority in matters involving school rules and regulations.
 - b) Question or remove a student from the school premises for alleged criminal activity without the knowledge of school authorities unless the urgency of the situation so dictates.
1. Police Officer, as a member of the Oak Brook Police Department, will be directly responsible to his/her immediate supervisor, who shall designate and/or authorize any variation in the officer's normal work schedule or assignment.
2. One of his/her major duties is to assist in providing a safe learning environment for the students and teachers.
3. Establish a close working relationship with school officials, teachers, parents, and students in the school to which he/she is assigned.
4. Take appropriate action on violations of the law that occur within his/her assigned area. The Police Officer may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students 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. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies.
5. The Police Officer shall comply with the District's Board Policies and Administrative Procedures regarding law enforcement interviews as follows:
 - a. The Police Officer shall promptly notify the School Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.
 - b. If applicable, the School Principal will check the warrants for arrest, search warrants, or subpoenas to be served.

- c. Before detaining and questioning a student under the age of 18 years old on school grounds who is suspected of committing a criminal act, the Police Officer shall:
 - i) Ensure that notification or attempted notification of the student's parent or guardian is made;
 - ii) Document the time and manner in which the notification or attempted notification occurred;
 - iii) Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if not present, ensure that school personnel such as a school social worker, school psychologist, school nurse, school guidance counselor or any other mental health professional are present during the questioning.
6. Work closely with the school administration and teaching staff and assist those members concerned with conduct, counseling, and discipline.
7. Establish an "open door" policy to all students who wish to consult with him/her on matters of law enforcement, juvenile matters, and such other matters deemed important by the student that are pertinent to law enforcement services.
8. Work closely with such other agencies in a position to assist the youth and/or his/her family in taking corrective action of anti- social behavior. Considered shall be the courts, social agencies, church, mental health organizations, and others.
9. Develop mutual respect and understanding between the students and the Police Officer.
10. Perform other related duties as assigned or as appropriate.
11. He/She may be assigned other duties and attend extra-curricular school activities necessary to fulfill his/her function as a Police Officer