

**RETURN TO:  
TROY CITY CLERK  
116 E MARKET STREET  
TROY, IL 62294**

**CITY OF TROY  
RESOLUTION 2024 – 32**

---

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT FOR CONTRACT POLICE  
SERVICES WITH THE MADISON COUNTY  
REGIONAL OFFICE OF EDUCATION NO. 41**

---

*Approved by the City Council of the City of Troy Illinois,  
This 5<sup>th</sup> Day of August, 2024*

---

**CITY OF TROY  
RESOLUTION 2024 - 32**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT FOR CONTRACT POLICE SERVICES  
WITH THE MADISON COUNTY REGIONAL OFFICE OF EDUCATION NO. 41**

**WHEREAS**, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into an Intergovernmental Agreement for Contract Police Services with the Madison County Regional Office of Education No. 41, a County Regional Office of Education within the boundaries of the County of Madison, (hereinafter "ROE"), to provide on-site police services at its alternative school program, commonly known as the Center for Educational Opportunities (hereinafter "CEO"); and

**WHEREAS**, the City and the ROE have negotiated the terms and conditions of the Contract attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions for services to be provided at CEO are in the best interest of the health, safety and general welfare of its citizens.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:**

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Intergovernmental Agreement and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

**PASSED** by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 5th day of August, 2024.

Aldermen Vote:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Aye:	<u>7</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nay:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>1</u>
Nathan Henderson	<u>ABSENT</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>



APPROVED:

By: David Nonn

DAVID NONN, Mayor  
City of Troy, Illinois

ATTEST:

BY: Kimberly Thomas

KIMBERLY THOMAS, Clerk  
City of Troy, Illinois

**INTERGOVERNMENTAL AGREEMENT  
FOR  
CONTRACT POLICE SERVICES**

This Agreement comes into full force and effect on the 8th day of August, 2024 and is made and entered into by and among the City of Troy, a body politic and local governmental body, (hereinafter "CITY"), the TROY POLICE DEPARTMENT, (hereinafter "POLICE"), and The Madison County Regional Office of Education No. 41, a County Regional Office of Education within the boundaries of the County of Madison, (hereinafter "ROE").

**WHEREAS**, both the CITY and ROE are governmental bodies of the State of Illinois vested with the responsibility and authority to enforce and uphold the laws of this State, to protect and safeguard the students enrolled in ROE educational programs from public menace and crime, and to keep peace in the ROE's school and the surrounding community; and,

**WHEREAS**, ROE has determined that there presently exists a need for on-site police services at its alternative school program, commonly known as the Center for Educational Opportunities or "CEO", to reduce the incidence of criminal activity at or on the campus of this location; and,

**WHEREAS**, the POLICE has determined that it can provide the on-site police services that ROE desires; and,

**WHEREAS**, both the CITY and ROE are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purposes or undertaking either of them could do singularly; and,

**WHEREAS**, ROE is desirous of contracting with CITY to obtain and provide police services in and for the ROE educational programs.

**NOW, THEREFORE,** in consideration of the forgoing and the covenants contained herein, the parties hereby agree and covenant as follows:

**1. SERVICES.**

a) Police services provided pursuant to this Agreement shall include, but are not limited to, enforcement of Federal and State statutes and Municipal and County ordinances on ROE property and/or at events or locations when such events or locations, or the matter being handled by POLICE, impacts or relates to ROE property or ROE'S educational process. Police services provided hereunder do not include calls concerning animals unless said animals are deemed dangerous to the public health or safety.

b) The POLICE shall have one officer and one squad car available to be used exclusively for patrol and police services as defined in paragraph 1.a above, for one shift (8 hours) per day, five (5) days per week, for the term of this Agreement. Any officer assigned shall be a certified police officer and meet all requirements as set forth by the applicable policies and procedures of the Troy Police Department.

c) The POLICE shall provide all necessary back-up services, personnel and equipment to assist the deputy on patrol if, in the discretion of the POLICE or at the request of ROE, such back-up services are necessary in order to assure the effective and safe performance of the POLICE'S total law enforcement function in the CITY.

d) At the reasonable discretion of the POLICE, and consistent with good police practices, the POLICE shall provide juvenile investigative services where the same are necessary to carry out the terms of this Agreement.

e) The POLICE shall establish and maintain a communication system of telephone and radio services adequate to provide communications between the deputy assigned to ROE CEO and the POLICE. ROE shall provide the POLICE with the ROE radio communication

frequency, if any, so that the officers may communicate directly with the POLICE administration and bus personnel where necessary.

f) While the officer is on patrol at ROE, they shall not be responsible for warrant applications, court appearances, prisoner transportation or other related tasks unless directly related to police services provided pursuant to this Agreement.

g) The Officer shall establish and operate such programs and activities as are consistent with the intent of this Agreement and as determined jointly by the POLICE and ROE. Duties and responsibilities, once established, may be changed, expanded, or redefined by the POLICE and ROE jointly. The officer shall have the duties and responsibilities contained in the job description which is hereby incorporated by reference and attached hereto as Exhibit A for the assignment of officers.

## 2. **EMPLOYMENT & EQUIPMENT STATUS.**

a) All persons employed by the POLICE for the purpose of providing police services to ROE shall be CITY officers or employees, and they shall not have any benefit, status, or right of ROE employment.

b) The officers and any vehicle or equipment utilized in the performance of this Agreement shall at all times be and remain under the control, maintenance and ultimate direction of the POLICE.

c) The ROE will be responsible for the initial purchase of all equipment, including but not limited to a squad car, for the SRO program.

## 3. **SELECTION PROCESS.**

a) The POLICE shall post the job description contained in Exhibit A for this special assignment. The selection of the applicant will be by mutual agreement between the POLICE and ROE.

Any applicant chosen by mutual agreement to be the SRO for the ROE shall be subject to an initial ninety day period of time during which either the ROE or the SRO may request transfer/reassignment of the SRO for any reason or no reason whatsoever. Provided, if the request for transfer/reassignment is made by the ROE, then the cost of related training wages is allocated pursuant to Section 6(c)(4).

b) In the event the POLICE determines an assigned officer would be best utilized by assignment in a different capacity or for any other reasonable cause, the officer may be reassigned by the POLICE and another officer may be assigned to ROE, provided the replacement officer is acceptable to ROE. Notwithstanding the provisions of paragraph 6(c)(4), the POLICE shall be responsible for wages and training expenses incurred by the replacement officer during any training period. For reasonable cause, ROE shall also have the right to request a replacement deputy, as per the selection process in 3a above, provided that the cost of related training wages is allocated pursuant to Section 6(c)(4).

#### **4. PERFORMANCE REVIEW.**

a) The Chief of POLICE or his designee shall be the contact person for receiving grievances, queries, complaints and commendations of services performed under this Agreement.

b) In the event of a dispute between the parties as to the discretionary police practices, procedures, policies or performance and the discipline of individual officers, the determination thereof made by the POLICE after considering input from ROE all be final and conclusive as between the parties hereto.

**5. ASSIGNMENTS.**

a) Subject to the terms of this Agreement, the planning, organization, scheduling and direction of the daily activities of the officer when assigned to ROE shall be determined by ROE. The POLICE, however, shall retain authority over supervision and all other matters incident to the delivery of general police services to ROE and the CITY.

b) On days during the term of this Agreement when the officers would normally be assigned to ROE, but the school is not open (hereinafter referred to as “non-school days”), i.e., due to inclement weather, in-service days, holidays not recognized under the collective bargaining agreement between the CITY and the Police Benevolent Union, (hereinafter “UNION CONTRACT”) or otherwise, the officer shall report to the POLICE for assignment.

c) In the case of an emergency within the ROE School District, at a location other than the elementary schools, where immediate response by the POLICE personnel is deemed necessary by the POLICE or ROE, the officers assigned to ROE may be directed by the POLICE or ROE to respond for the time necessary to abate the emergency. For the purposes of this Agreement, “emergency” is defined as any threat which subjects persons or property to immediate harm or danger.

d) On days during the term of this Agreement when the officer selects to use vacation days, sick days or other leave, or is absent due to training, the POLICE shall assign a qualified replacement at no additional cost to ROE.

**6. COMPENSATION.**

a) ROE shall not be liable for the direct payment of wages or other compensation to the officer providing police services to ROE pursuant to this Agreement.

b) ROE shall furnish at its own expense all reasonably necessary office space, furniture and furnishings, office supplies, janitor services, telephone, and other utilities for the officers in connection with the performance of their duties in and under this Agreement.

c) Subject to prior appropriation and available funding, ROE agrees to pay for services pursuant to this Agreement as follows:

1. That, except as otherwise provided in this Agreement, ROE shall reimburse the CITY for the full amount of the officer's salary including all benefits for the 2024-2025 School Year (August 1, 2024-July 31, 2025).
2. That ROE shall reimburse the CITY for any overtime pay to which the officers are entitled for services to ROE, pursuant to the UNION CONTRACT;

d) The POLICE shall transmit a detailed monthly bill for any salary, expenditures or other expenses for which ROE is responsible pursuant to the terms of this Agreement.

e) Upon ROE'S receipt of the monthly bills from the POLICE, all reimbursements for police services and related costs and expenses shall be due on the last day of each month following the delivery of said services.



7. **RECORDS.**

a) It is expressly agreed by and between the parties hereto that any and all law enforcement records generated as a result of the implementation of this Agreement, and pursuant to same, are the sole and exclusive property of the POLICE, shall be maintained and kept by the POLICE, and are not subject to release or disclosure except as authorized by the laws of the State of Illinois. It is understood, however, that ROE has a reciprocal agreement which is incorporated herein by reference and is attached hereto as Exhibit B with the Troy Police Department and various law enforcement agencies which may by mutual agreement provide authority to obtain such records. Notwithstanding any terms in this Agreement, this Agreement shall not abrogate any of the District's responsibilities under state and federal student records law.

8. **INDEMNIFICATION.**

The CITY and POLICE agree to indemnify, defend and hold harmless ROE, its board members, elected officials, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of the officer or the CITY. CITY and POLICE agree to maintain adequate liability insurance (including workers compensation, commercial general liability, commercial automobile liability, law enforcement professional liability, cyber liability, contractual liability) in commercially reasonable amounts, which insurance shall be primary insurance in such claims covered by this paragraph, naming ROE as an additional insured, and CITY and POLICE shall provide a certificate of insurance evidencing the same to ROE at the time this Agreement is signed.

ROE agrees to indemnify, defend and hold harmless the CITY and POLICE, its board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of ROE.

**9. TERM AND TERMINATION.**

a) This Agreement shall be in effect from 8-9-2024, 2024 through 8-8-2025, provided, however, that said termination date shall automatically extend for one (1) year unless a forty five (45) day notice of termination is given by either party prior to the termination date. Such automatic extension of the termination date shall continue from year to year, subject to notice of termination given forty five (45) days prior to any extended termination date. Notice of Termination shall be given in writing by certified mail to the other party.

b) Any and all notices, whether required or permitted by this Agreement, shall be in writing and shall be deemed sufficiently made if given by certified or registered mail, postage prepaid, and addressed to a party executing this Agreement.

c) Nothing herein contained shall preclude the giving of written notice by any other lawful means.

**10. GENERAL.**

a) This Agreement constitutes the entire agreement between the parties concerning police services to ROE by the POLICE department of the City of Troy and supersedes all previous agreements, promises, representations, understandings and negotiations, whether

written or oral, among the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties, respective successors and assigns;

b) Each party hereto agrees to execute such further documents and to take such further steps as the other parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement;

c) Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of a federal, state or other government authority;

d) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce any of the provisions of this Agreement at any time, or to require performance of any of the provisions hereof at any time, shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

e) If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

f) The descriptive headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

g) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original; but all of which together shall constitute one and the same instrument.


h) Nothing in this Agreement shall convey any rights upon any person or entity which is not a party or a successor or permitted assignee of a party to this Agreement.

**IN WITNESS WHEREOF**, the City of Troy by a resolution duly adopted by the City Council of Troy, causes this Agreement to be signed by its Mayor and attested to by its Clerk and the Madison County Regional Superintendent of Schools has executed this Agreement on behalf of the ROE.

DATED this 8th day of August, A.D., 2024.

CITY OF TROY

By: David Noon

  
\_\_\_\_\_, Mayor

By: [Signature] #160

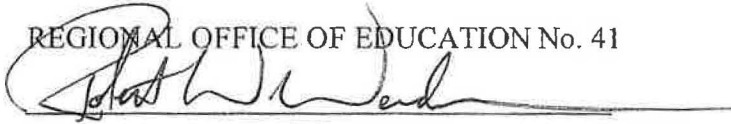
Christopher Wasser, Chief  
TROY POLICE DEPT.

Attest:

  
\_\_\_\_\_  
TROY CITY CLERK

DATED this 8<sup>TH</sup> day of AUGUST, A.D., 2024

REGIONAL OFFICE OF EDUCATION No. 41



Robert Werden, Madison County Regional Superintendent

DATED this 8<sup>TH</sup> day of AUGUST, A.D., 2024

## EXHIBIT A

### JOB DESCRIPTION

- i) Promote a positive relationship and enhance communication between the police, students and staff at ROE;
- ii) Identify potential problems and define solutions with respect to student criminal activity;
- iii) File appropriate case reports of all criminal incidents and criminal activity with the City Police Department. Reports of criminal activity on school property shall be filed with the department only and shall be subject to all applicable exemptions under the Freedom of Information Act (5 ILCS 140/7 et seq.)
- iv) Investigate cases of all criminal offenses and alleged criminal activity, at the request of the ROE or CEO School Principal or his/her designee, or as instructed by the officer's supervisor, which occur during the regular school day on school property while the officer is on duty.
- v) Enforce all federal, state and local statutes, laws and ordinances. Matters of School discipline shall be handled by the principal or designee in each school building. The school resource officer may participate in student discipline matters to the extent required by the principal or designee which shall only be for school purposes.
- vi) Make such classroom presentations as directed by the School Principal or the Principal's designee.
- vii) Report to such School staff member as designated by the School Principal and Police Department supervisor.
- viii) Assist in securing the School and surrounding property from the parking of unauthorized vehicles; secure the building and grounds from entry of unauthorized persons into the School building or onto the School grounds and prevent loitering in the School area.
- ix) Assist School staff in the event of an emergency, and, to the extent applicable, in accordance with the ROE Crisis Management Plan.
- x) Promote a positive relationship between the Police Department and School staff and counselors in order to identify potential problems and define solutions.
- xi) Maintain a record of daily activities.
- xii) Meet as necessary or required with the School and Police administrators to discuss and evaluate the program and program activities.
- xiii) Serve as advisor for students in the area of the officer's expertise and specifically for students with problems involving violations of the law. The officer, with the consent of the School counselor and any student, may participate in any counseling sessions conducted by School professional staff.
- xiv) Assist in development of prevention programs as directed by the Chief of Police and Principal.

- xv) Maintain liaison with the Police personnel and School officials to promote a comprehensive knowledge of youth activity within the School and community, in coordination with the ROE Reciprocal Reporting Agreement for Student Criminal Offenses as appropriate.
- xvi) Develop and maintain sources of information to aid in the prevention and investigation of criminal youth activities and related matters.
- xvii) Abide by the School District's policies, rules and regulations for its employees.