

**Sauk Valley Community College  
June 24, 2024**

**Action Item 4.3**

**Topic:** Contract Approval – College Resource Officer

**College Health Metric:** Campus Environment – College facilities and grounds are clean and updated; the campus is safe, secure, and welcoming.

**Presented By:** Drs. David Hellmich and Jon Mandrell

**Presentation:**

In partnership with the Lee County Sheriff’s Office, a College Resource Officer is assigned to campus, assisting with the safety and security of the students and staff. The College and Lee County share the costs of the assigned officer, including use of equipment and space. As part of the agreement, the College Resource Officer will provide instruction with the Sauk Valley Police Academy. An intergovernmental agreement has been established, which is proposed for renewal through July 31, 2028.

**Recommendation:**

The administration recommends the Board approve the proposed intergovernmental agreement between the Lee County Sheriff’s Office and Sauk Valley Community College.

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
THE BOARD OF COMMUNITY COLLEGE DISTRICT NO. 506  
COUNTIES OF WHITESIDE, LEE, OGLE, HENRY, BUREAU  
AND CARROLL, ILLINOIS  
AND  
THE LEE COUNTY SHERIFF’S DEPARTMENT, IN THE COUNTY OF LEE  
FOR A COLLEGE RESOURCE OFFICER (CRO) PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of Community College District No. 506 Counties of Whiteside, Lee, Ogle, Henry, Bureau and Carroll, Illinois (“College”), and the Lee County Sheriff (“Sheriff”), in the County of Lee, an Illinois Municipal Corporation (“County”) (collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, College operates a community college which is primarily situated within the County’s jurisdiction; and

**WHEREAS**, the Sheriff and the County operate a Sheriff’s Department (“Department”) which provides law enforcement services within the College’s jurisdiction; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), provide that units of local government and districts may contract with one another to perform any activity not prohibited by law; and

**WHEREAS**, the County, Sheriff, and the College are public agencies pursuant to Section 2, subsection (1) of the Intergovernmental Cooperation Act, (5 ILCS 220/2); and

**WHEREAS**, the College desires the services of two of the County’s law enforcement deputies to perform the duties of a College Resource Officer (“CRO”); and

**WHEREAS**, the County, Sheriff and the College have determined it to be in the best interests of all Parties to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

**1. Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Term.** This Agreement shall commence on August 1, 2023, and shall continue in full effect for a period of five (5) years, until July 31, 2028, and continue from year to year thereafter unless terminated as provided herein. College, Sheriff or the County may terminate this Agreement for convenience by providing at least sixty (60) days' advance written notice to the other parties of intent to terminate.

3. **Assignment and Selection of the CRO.** The County shall have sole authority to assign the law enforcement deputies to act as the CRO at the College. The Sheriff (or her/his designee) will select the officer who will serve as the CRO. At any time during the term of this Agreement, the Sheriff or the County reserves the right to replace or temporarily substitute an CRO with a deputy who qualifies as an CRO.

4. **Employment of the CRO.** The CRO shall remain an employee of the County and shall be at all times subject to the administration, supervision, and control of the Sheriff and County, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The County shall at all times be considered the CRO's employer and the Sheriff shall retain direction and control of the work and conduct of the CRO and shall be solely responsible for payment and provision to the CRO of salary and any other benefits, including overtime, to which the CRO is entitled as an employee of the County. The County is responsible for making necessary tax and other withholdings from the CRO's pay, and for making all necessary tax and other employment-related payments and filings. The CRO shall be covered by the County's worker's compensation insurance.

Because the CRO is an employee of the County, the Sheriff and County, in its sole discretion, shall have the power and authority to hire, direct, discharge and discipline the CRO.

5. **Compensation.** The College shall pay to the County upon invoice in either annual or monthly installments as shown on the attached Exhibit A and / or Exhibit B. For purposes of Exhibit A or Exhibit B, the parties recognize that the CRO may be a tenured and qualified deputy as a supervisor and therefore agree to payment of the higher scale in Exhibit B. These payments will be for patrol and all police related services, including the College Resource Officer (CRO) duties rendered to the College.

6. **CRO Work Schedule / Job Description.** While on-duty at the College and serving in the capacity as CRO, the CRO shall wear his/her Sheriff's Department issued uniform or other dress as authorized by his/her superiors and provide services at the Colleges on a per-week, full-time basis. Any adjustment to the CRO's schedule shall be subject to the agreement of the County and the College. If the CRO is approved by the Illinois Law Enforcement Training and Standards Board as an instructor, the CRO may instruct at the Police Academy if approved by the College. If, for any reason, the CRO is absent on a day that he/she is assigned to work at the College, the County shall assign another police officer who meets the qualifications to perform the CRO duties, if such substitute CRO is available for duty, subject to the same compensation as provided in Section 5 of this Agreement, which shall be subject to adjustment if no substitute CRO is available.

To assist the CRO the College will provide a liaison, who shall serve as the CRO's principal point of contact with College personnel. This liaison will work with the CRO and the Sheriff to develop an effective weekly schedule, identify goals and initiatives to be mutually adopted, proactively solicit input from College personnel on matters of security, and prepare appropriate crisis plans. Services are contemplated to be approximately forty (40) hours per week, during the weeks that students are in attendance at the College. During times that the CRO is not providing services at the College, it is expected that he/she will be assigned regular patrol functions by the Sheriff. The CRO is available to instruct at the Police Academy when requested over the time frame when the normal instruction at the College is not in session.

7. **Copy of Agreement.** The County shall provide each CRO with a copy of this Agreement, and shall require the CRO to provide a signed acknowledgement that he/she has received and reviewed this Agreement. Upon request, the County shall provide the College with a copy of said signed acknowledgement.

8. **Program Review.** The Parties acknowledge operation of the Program may result in need for certain amendments, modification, or other changes to the CRO Program as a result of that experience, and the parties hereby agree that they will cooperate with one another in good faith in the event such modifications, amendments, or changes become needful or appropriate for the CRO Program.

9. **Compliance with Board Policies and Procedure; Discipline.**

a. The CRO shall comply with applicable Board policies in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties, provided that copies of such policies have been provided to the CRO in advance and do not conflict with the CRO's duties as a sworn Sheriff's deputy or with this Agreement.

b. If, at any time while on duty at a facility of either College, the CRO should commit any act or engage in any conduct which the College believes contravenes policy or law and for which discipline of the offending CRO is appropriate, the College shall refer the matter to the County, and the County agrees that it will initiate such disciplinary proceedings, in accordance with its established personnel handbook and the applicable collective bargaining agreement for the unit of which the CRO is a member, and diligently prosecute such proceeding, but provided that any final resolution of the proceeding shall be within the control and discretion of the Sheriff or County.

10. **Compliance with Laws / Clery Act.** The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder. The Sheriff and County agree to take reasonable steps to inform the College of all individuals who are charged with offenses on College property, involving College personnel or students, or relating to College events. The purpose of this reporting obligation is to assist the College in complying with its reporting obligations under the Clery Act.

11. **Access to Records.**

a. College Records. The Parties acknowledge and agree that all student, personnel, medical, and College-related business records generated by College employees or students shall be the property of the College. The Parties agree to comply with all state and federal laws, including, but not limited to, the Illinois Community College Act, the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. To the extent the CRO is given access to educational records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without the applicable College official's consent or as otherwise permitted or required by law. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

b. County Records. The Parties acknowledge and agree that all records generated by the CRO in connection with the performance of services under this Agreement shall be the property of the County and may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the CRO and the County shall not constitute educational records.

**12. Insurance.** Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Each Party shall, upon request, furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency or through the Party's self-insurance. Each Party shall name the other parties as Indemnitees (as defined in Section 13) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.

**13. Mutual Indemnification.** The College shall indemnify and hold the County and its officers, agents, and employees ("County Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent acts or omissions of the College and its employees related to this Agreement, subject, however, to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or otherwise provided by law.

The County shall indemnify, defend and hold the College, its Board members, agents, and employees ("College Indemnitees") harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent act or omission by the CRO, or breach of this Agreement, subject, however, to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1

et seq.), or otherwise provided by law.

**14. Notices.** Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the College:

President to the Board of Trustees of  
Sauk Valley Community College  
173 Illinois Route 2  
Dixon, IL 61021

To the County:

Lee County Board Chairman  
112 East 2<sup>nd</sup> Street  
Dixon, IL 61021

To the Sheriff:

Lee County Sheriff  
240 E. Progress Drive  
Dixon, IL 61021

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

**15. Complete Understanding and Amendments.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

**16. Successors and Assigns.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

17. **Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

18. **Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement, and that the same has been duly approved and/or adopted by the governing board of the entity at a duly convened public meeting. This Agreement shall be binding only when adopted and/or approved by the governing body of each party hereto.

19. **Communication Equipment.** The College, Sheriff, and County agree to share and maintain a communication system adequate to provide the services contemplated by this Agreement.

20. **Waiver.** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals all as of the day and year first written above.

THE BOARD OF COMMUNITY COLLEGE  
DISTRICT NO. 506 COUNTIES OF WHITESIDE,  
LEE, OGLE, HENRY, BUREAU AND  
CARROLL, ILLINOIS

By: \_\_\_\_\_  
Its: President

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: Notary Public

LEE COUNTY, ILLINOIS

By: \_\_\_\_\_  
Its: Lee County Board Chairman

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: Notary Public

LEE COUNTY SHERIFF

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Its: Sheriff

ATTEST:

By: \_\_\_\_\_  
Its: Notary Public



Exhibit A and Exhibit B

(see attached)

**EXHIBIT "A"**

SCHEDULE FOR PAYMENT

5-YEAR CONTRACT

4% Annual Increase

YEAR	TOTAL SALARY WITH BENEFITS & HOLIDAY	MONTHLY PAYMENT
12/01/2023-11/30/2024* (salary \$66,000.00)	\$96,130.00	\$8108.83
12/01/2024-11/30/2025 (salary \$68,640.00)	\$99,676.00	\$8306.33
12/01/2025-11/30/2026** (salary \$71,385.60)	\$103,363.00	\$8613.58
12/01/2026-11/30/2027 (salary \$74,241.02)	\$107,197.00	\$8933.08
12/01/2027-11/30/2028 (salary \$77,210.66)	\$111,185.00	\$9265.42

\* Calculations based on 3-year deputy salary of \$66,000.00 as of 12/1/2023 from the current Fraternal Order of Police Collective Bargaining Agreement. Benefits include single coverage insurance at an annual amount of \$7,503.00 (this may fluctuate after year 2), carried through all calculations. SLEP and IMRF are currently calculated at 20.24% through 12/31/2024 at an annual amount of \$13,358. FICA calculated throughout at 7.65%. Pursuant to the Collective Bargaining Agreement, holiday pay for an 8-hour employee with 13 holidays is also factored into the total salary.

\*\*Calculations may be modified for the remainder of this 5-year contract to reflect any adjustments made to a new Union Contract in 2025.

Squad Car – Purchase Program – New Lee County Sheriff’s Department Squad Car / Equipped

2024 Ford Explorer Police Interceptor	\$48,000.00
Equipment Costs Approximately	\$20,000.00
Installation Costs Approximately	<u>\$5,000.00</u>
Total Cost:	\$73,000.00

Pro-Rated at 15% for LCSD usage – **\$62,050.00 One Time Upfront Cost**  
Vehicle Re-Evaluated Every 5 Years

**EXHIBIT "B"**

SCHEDULE FOR PAYMENT

5-YEAR CONTRACT

*4% Annual Increase*

YEAR	TOTAL SALARY WITH BENEFITS & HOLIDAY	MONTHLY PAYMENT
12/01/2023-11/30/2024* (salary \$66,000.00 plus 10%)	\$104,994.00	\$8749.50
12/01/2024-11/30/2025 (salary \$68,640.00 plus 10%)	\$108,893.00	\$9074.42
12/01/2025-11/30/2026** (salary \$71,385.60 plus 10%)	\$112,949.00	\$9412.42
12/01/2026-11/30/2027 (salary \$74,241.02 plus 10%)	\$117,167.00	\$9763.92
12/01/2027-11/30/2028 (salary \$77,210.66 plus 10%)	\$121,553.00	\$10,129.42

*\* Calculations based on 3-year deputy salary of \$66,000.00 as of 12/1/2023 from the current Fraternal Order of Police Collective Bargaining Agreement. Benefits include single coverage insurance at an annual amount of \$7,503.00 (this may fluctuate after year 2), carried through all calculations. SLEP and IMRF are currently calculated at 20.24% through 12/31/2024 at an annual amount of \$13,358. FICA calculated throughout at 7.65%. Pursuant to the Collective Bargaining Agreement, holiday pay for an 8-hour employee with 13 holidays is also factored into the total salary.*

*\*\*Calculations may be modified for the remainder of this 5-year contract to reflect any adjustments made to a new Union Contract in 2025.*

**Squad Car – Purchase Program – New Lee County Sheriff’s Department Squad Car / Equipped**

2024 Ford Explorer Police Interceptor	\$48,000.00
Equipment Costs Approximately	\$20,000.00
Installation Costs Approximately	<u>\$5,000.00</u>
<b>Total Cost:</b>	<b>\$73,000.00</b>

Pro-Rated at 15% for LCSD usage – **\$62,050.00 One Time Upfront Cost**  
 Vehicle Re-Evaluated Every 5 Years

*If it is determined a new squad will need to be purchased during or at the conclusion of this contract, the County will transfer ownership of the decommissioned squad to the College. Equipment installed in the squad will also be transferred to the College unless it is required to be retained by the County for official law enforcement purposes (e.g. police radio). The College will have the option to trade-in the squad to offset the cost of a new squad for use by the CRO.*