
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: PATRICK J. ROLLINS, CHIEF OF POLICE
SUBJECT: RESOLUTION: APPROVING AN IGA FOR TRAFFIC CONTROL FOR KANELAND SCHOOL DISTRICT #302, HARTER MIDDLE SCHOOL
AGENDA: AUGUST 15, 2023, REGULAR BOARD MEETING
DATE: AUGUST 8, 2023

ISSUE

Should the Village approve an Intergovernmental Agreement with Kaneland Community Unified School District # 302 and the Village of Sugar Grove for providing law enforcement traffic control assistance at Harter Middle School on school days in the morning and afternoon at Harter and Esker during peak traffic activity hours for assisting with the ingress and egress of buses and vehicles.

DISCUSSION

On July 18, 2023, during the Village Board Meeting, an agenda item discussion took place regarding providing police traffic control services for Harter Middle School on school days. The School District is requesting assistance for streamlining the ingress and egress of school transportation buses and commuting vehicles in and out of the Harter Middle School, specifically at Harter and Esker Dr.

Following the discussion, the Village Board directed staff to proceed with establishing an I.G.A. (Intergovernmental Agreement) with the School District to provide police department traffic control services. The police department services will be billed back to the school district monthly.

COST

Attorney review cost approximately \$600.

RECOMMENDATION

Staff recommends that the Village Board approve Resolution #2023-0815 PD1, authorizing the execution of an Intergovernmental Agreement (IGA) with Kaneland CUSD # 302 for Traffic Control Services.



RESOLUTION NO. 2023-0815-PD1

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND KANELAND COMMUNITY UNIFIED SCHOOL DISTRICT #302, FOR PROVIDING LAW ENFORCEMENT TRAFFIC CONTROL ASSISTANCE AT HARTER MIDDLE SCHOOL

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that units of local government may contract with one another to perform any activity authorized by law; and

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

WHEREAS, the School District desires to have officers from the Village's police department provide traffic control services at Harter Middle School, Sugar Grove, Illinois (hereinafter "Middle School"); and

WHEREAS, the Village wishes to assign a patrol officer from its police department to provide the requested traffic control services at the Middle School; and

WHEREAS, the Village and the School District have determined it to be in the best interests of all parties and their respective constituents to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Village of Sugar Grove President and Board of Trustees as follows:

The Village President is hereby authorized to execute an intergovernmental agreement on behalf of the Village.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 15th day of August 2023.

Jennifer Konen, President of the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois

	Aye	Nay	Absent
Trustee White	_____	_____	_____
Trustee Michels	_____	_____	_____
Trustee Schomas	_____	_____	_____
Trustee Bonnie	_____	_____	_____
Trustee Herron	_____	_____	_____
Trustee Lendi	_____	_____	_____

ATTEST: _____
Alison Murphy, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS AND THE BOARD OF EDUCATION OF
KANELAND COMMUNITY UNIT SCHOOL DISTRICT 302 FOR TRAFFIC CONTROL AT HARTER
MIDDLE SCHOOL**

THIS AGREEMENT is made on _____, 2023, by and between the Village of Sugar Grove (hereinafter the “Village”), and the Board of Education of Kaneland Community Unit School District #302 (hereinafter “School District”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that units of local government may contract with one another to perform any activity authorized by law; and

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

WHEREAS, the School District desires to have officers from the Village’s police department provide traffic control services at Harter Middle School, Sugar Grove, Illinois (hereinafter “Middle School”); and

WHEREAS, the Village wishes to assign a patrol officer from its police department to provide the requested traffic control services at the Middle School; and

WHEREAS, the Village and the School District have determined it to be in the best interests of all parties and their respective constituents to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Village and the School District agree as follows:

1. The recitals herein above set forth are adopted and incorporated herein.
2. The Village shall assign one (1) patrol officer (hereinafter referred to as the “officer”) to direct traffic at the Middle School. This officer will serve as staffing levels permit; however, the Village will strive when possible, to provide traffic control at the beginning and end of each school day. Middle School administration may request traffic control for special events on a case-by-case basis in writing to the Village Police Department. All requests will be honored based on availability and billed at the same rate and time minimum.
3. The goals and objectives of this Agreement are:
 - a. to minimize traffic incidents around the school;
 - b. to improve the safety of the students, parents, and school staff;
 - c. to allow buses and motorists easier access to the intersection of Harter and Esker;
 - e. to ensure buses, to best of their ability, to make pick-ups and drop-offs on time for all three levels of schools, (high school, middle school, to elementary school).

4. The parties agree and acknowledge that the exigencies and emergencies of police work may force the short-term recall of the officer to their regular duties as a Patrol Officer or for training on behalf of the Village. While the Village will make a good-faith effort to provide an officer, the Village shall have the sole discretion to determine the officer's availability based upon internal staffing needs. There shall be no penalty or cause of action against the Village for its failure to provide an officer other than the termination of this Agreement.
5. The Village shall bill the School District monthly for all hours worked by officers. The rate shall be \$80 per hour with a two-hour minimum. The invoice shall be paid in accordance with the Local Government Prompt Payment Act.
6. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties.
7. If any provision of this Agreement is determined invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.
8. 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, to the extent allowed by law. The Village 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.

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, to the extent allowed by law. 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.

The above references to "losses, expenses, cost of suit or defense" do not include attorney's fees.

9. This Agreement shall be valid until August 31, 2026. This Agreement may be terminated by either party without cause upon providing not less than 30 days written Notice of Termination.
10. This Agreement shall be construed in accordance with the law and constitution of the State of Illinois and shall be enforceable by either party in accordance with applicable law. Proper venue shall be in the Sixteenth Judicial Circuit, Kane County.

11. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document, and all of which in the aggregate shall constitute one and the same agreement.
12. All notice by the parties shall be sent to the following addresses:
 - a. Sugar Grove Police Department
10 S Municipal Drive
Sugar Grove, IL 60554.
 - c. Kaneland Community Unit School District 302
47W326 Keslinger Road
Maple Park, IL 60151

The remainder of this page is intentionally left blank.

SIGNED AND AGREED TO BY:

KANELAND COMMUNITY UNIT
SCHOOL DISTRICT 302

By: _____

Printed name: _____

Date: _____

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 15th day of August, 2023.

Jenifer Konen
President of the Board of Trustees
of the Village of Sugar Grove, Kane
County, Illinois

ATTEST: _____
Alison Murphy
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____

