



DARIEN POLICE



JOSEPH MARCHESE
Mayor

GREG THOMAS
Chief of Police

JASON NORTON
Deputy Chief

1710 Plainfield Road
Darien, Illinois 60561-5044
Administration 630.971.3999
FAX 630.971.4326
Police Response 9-1-1
www.darien.il.us

POLICE COMMITTEE
September 16, 2024
6:00 P.M.
Police Department Training Room
1710 Plainfield Road

1. Call to Order
2. Public Comment and Communications
3. Approval of meeting minutes from June 17, 2024
4. Establishing an entry level police officer eligibility list
5. District 86 Township High School Intergovernmental Agreement
6. An ordinance authorizing the sale or disposal of surplus property
7. Next Meeting Date – October 21, 2024
8. Adjournment



DARIEN POLICE



JOSEPH MARCHESE
Mayor

GREG THOMAS
Chief of Police

JASON NORTON
Deputy Chief – Operations Commander

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POLICE COMMITTEE
June 17, 2024
Regular Meeting Minutes
Police Department Training Room
1710 Plainfield Road

1. Call to Order

The meeting was called to order at 6:00 p.m. in attendance were Aldermen Joseph Kenny, Ralph Stompanato and Eric Gustafson along with Chief of Police Greg Thomas.

2. Public Comment and Communications

No Public Comment

3. Approval of Meeting Minutes from the April 15, 2024 meeting.

Alderman Stompanato motioned to approve seconded by Alderman Gustafson. The minutes were approved.

4. A motion to approve a resolution to purchase parts and labor to outfit (12) twelve patrol cars.

Chief advised the committee that the police department purchased (12) new patrol cars. The department would like to use Emergency Vehicle Tech (EVT) to outfit the new patrol vehicles. EVT was the lowest bidder that could meet the completion deadline that was requested. Three competitive bids were obtained. The committee discussed how the department determines who drives unmarked cars. Alderman Kenny asked if we were within budget for the purchase of the cars. Chief advised we came in underbudget. Alderman Gustafson motioned to approve the resolution seconded by Alderman Stompanato. The motion was approved.

5. A resolution to approve the expenditure of budgeted funds for payment of annual membership dues to DuPage Metropolitan Enforcement Group (DUMEG)

Chief Thomas briefed the committee on the various services they provide to the department. A discussion ensued about the differences between DUMEG and DEA task force officers.

Alderman Stompanato motioned to approve the resolution seconded by Alderman Gustafson. The motion was unanimously approved.

6. A motion to approve the expenditure of budgeted funds for the payment of annual subscription dues to Lexipol, LLC

Chief explained that the department gets a discounted rate for Lexipol through IRMA. Lexipol keeps up with all of the policies and procedures both state and federal and updates them for us. The department reviews all updates and can edit if needed. The City

also gets discounted insurance rates from IRMA because we have the policies in place. Lexipol also provides Daily Training Bulletins which provides training to police officers. Officers are required to complete their monthly training bulletins. Alderman Gustafson motioned to approve seconded by Alderman Stompanato. The motion was unanimously approved.

7. Next Meeting Date – July 15, 2024

8. Adjournment

Alderman Stompanato motioned to adjourn seconded by Alderman Gustafson. The meeting was adjourned at 6:21 p.m.

Approved: _____
Date

Alderman: _____
Eric Gustafson

Chairman: _____
Joseph Kenny

Alderman: _____
Ralph Stompanato

Darien Police Department Testing

Police Officer Testing <i>Cost Estimate</i>			
Project Components	Unit Cost	#Applicants	Total
<p>Job Application Processing IOS will send out a job advertisement notification to our network of Illinois fire science programs and criminal justice programs; post a job announcement and electronic application via our website; field applicant questions via toll-free phone, web-link and e-mail (your job advertisement will provide applicants with these points of contact); collect application fees required by your agency, collect electronic and supporting eligibility documents, review and verify applicant eligibility; provide electronic notification of eligibility status to candidates, submit a final list of eligible applicants; provide a database containing relevant applicant personal data; solicit and collect claims of preference; and compile electronic versions of each applicant's application package. Any application fees that are collected will be credited against the fees associated with the application management process.</p>	\$35	100	\$3,500
<p>Post Job Advertisement IOS will post approved job advertisement on the Blue Line website</p>	\$75+Cost of Ad (\$298)	n/a	\$373
<p>Event Based Exam Administration IOS to assist in organizing and administering the candidate orientation, including notifying candidates, collecting POWER cards and handling sign-in. IOS will administer the examination at a site provided by the agency, and provide a sufficient amount of test proctors to handle sign-in and administration of the written exam. One proctor is included in this fee, however, IOS recommends securing additional proctors for candidate pools larger than 50 candidates.</p>	\$750	n/a	\$750
<p>Examination Provision and Scoring IOS will provide a written examination for law enforcement officers or firefighters, score the written examination, identify and impose the required cut-off score, and provide the agency with a Preliminary and/or Initial Eligibility List.</p>	\$25	85	\$2,125
<p>Oral Interview Development Develop structured oral interview, review questions with subject matter experts, train commission on interview tool and scoring mechanisms, schedule candidates for interview, scoring interview and provide initial/final eligibility list. Client will be responsible for facilitating the interviews.</p>	n/a	n/a	\$4,790

Oral Interview Training and Management	\$1500/day	n/a	\$1,500
IOS to train assessors for the oral interview and facilitate the interview. - Darien Field Training Officers and Field Training Coordinator and Fire Police Commissioners as interviewers.			
<i>Gross Cost</i>			\$13,038
<i>Reimbursed Applicant Fees</i>	(\$35)	100	(\$3,500)
<i>Final Cost to Cooperative</i>			\$9,538

Cost estimates based on the following:

100 applications purchased

85 sit for written exam

Application fee of \$35



C.O.P.S. and F.I.R.E.

Personnel Testing Service



**Comprehensive Options
for Police Selection**

Specializing in Law Enforcement and Fire Service Testing Options

**Firefighter Individual
Readiness Evaluations**

August 5, 2024

Darien Police Department
Attn: Rosemary Gonzalez
Administrative Manager
1710 Plainfield Rd.
Darien, IL 60561

Dear Ms. Gonzalez

Thank you, for contacting us at C.O.P.S and F.I.R.E. Personnel Testing Service regarding your upcoming Entrance Law Enforcement Testing Program. We greatly appreciate being considered for the opportunity to provide our service to the City of Darien. I am submitting information regarding our program as well as the cost of conducting the Online Entrance Recruiting and Testing Program.

C.O.P.S. and F.I.R.E. Personnel Testing Service is one of the largest resources in Illinois specializing in municipal employee selection programs. Over 200 Illinois departments have been guided through the hiring and promotional programs incorporating our exams into their evaluation and selection procedures.

We provide law enforcement and firefighter pre-employment evaluations consisting of entrance written and physical ability exams, group oral interviews, psychological assessments, and polygraph evaluations. At the promotional level, we offer written rank exams and assessment centers as well as a custom written exam developed from your police or fire department operational procedures. All of the evaluation programs provided by C.O.P.S. and F.I.R.E. Personnel Testing Service receive high acclaim throughout the state from both the communities that we serve and the applicants participating in the evaluations.

Our reliable, content-valid evaluations adhere to all required hiring guidelines and offer candidate selection with ease. Staff representatives are always available to help and assist you and your hiring board as well as the applicants. We function as your Hiring Board Customer Service Representative and help you avoid expensive hiring mistakes by providing our expertise and extensive industry knowledge.

Our Online Recruiting and Application Program was developed to ease the administrative burden for your Commission and Public Safety Department as well as to assist in expanding your recruiting program from a local level to statewide. We have had great success with this program and feel confident that you will be pleased with the entire process from recruiting to hiring.

Sincerely,

Carla Watson Purvis
Director

**On-line Application and Validation Plan with Recruiting and Advertising Assistance
Cost Proposal for the City of Darien
Entry Level Law Enforcement Testing 2024**

\$21.00 per application purchased (this administrative fee is typically covered by the application cost to applicants) Suggested cost for applications is between \$25.00 and \$45.00 (depending on the established amount there is also a PayPal processing fee, typically between \$1.20 and \$1.60) Your community will receive any amount over the cost of \$21.00 plus a processing fee for your testing cost.
(Minimum 35 application purchases)

Advertising Assistance and Recruiting: (\$250.00 Value)

No Fee for these services when using the Online Application Program. We will develop and place your advertising. The only cost to your community is the cost of the ad itself. The fee for placed ads will be included in your final billing statement. (The Blueline advertising cost is typically \$298.00 for a 30-day run) In addition, we will send an E-Blast to over 10,000 registered users of our site www.jobsource.copsandfiretesting.com

Orientation Program: *There is no cost if conducted the day of testing*

Physical Ability Evaluation: (All staff will be provided)

P.O.W.E.R. Test \$30.00 per applicant, minimum fee - \$1050.00

Written Exam: Conducted on your site

\$28.00 per applicant with the On-line Application and also our physical ability (minimum \$1000.00)

\$30.00 per applicant with the On-line and without using our physical ability (minimum \$1000.00)

Application of Preference Points and Initial and Final Eligibility Registers: \$450.00

Individual or Group Oral Interview: Conducted on your site \$2100.00 per 5-hour session (up to 25 applicants can be assessed in a one - day session)

Polygraph Analysis conducted at our office: \$175.00 per applicant

Psychological Assessment conducted at our office: \$500.00 per applicant

AGREEMENT

THIS AGREEMENT for professional services, dated this 6th day of **August 2024**, by and between the **Testing for Public Safety, LLC** (hereinafter “TPS, LLC”) and **City of Darien Police Department** (hereinafter “Public Employer”):

A. Basic Services

1. Effective **August 6, 2024**, and continuing through **December 31, 2025**, TPS, LLC shall, pursuant to the terms and conditions set forth herein, provide the Public Employer with the professional consulting services set forth in **Exhibits A, B, and C** attached hereto and made a part hereof.

B. Operation

1. The relationship between TPS and the Public Employer shall be that of an independent contractor providing professional services.

2. TPS shall furnish, or make contact with other individuals or entities to furnish such professional, technical, or clerical services as are needed for the administration of the TPS programs. TPS shall provide for all salaries and the employer’s share of social security, worker’s compensation, and all other taxes imposed on an employer with reference to any personnel employed by TPS in relation to the performance of the terms of this Agreement.

3. All test materials developed and administered by TPS are the property of TPS. This Agreement provides for a one-time usage of test materials specifically developed for the purpose of executing this Agreement. Public Employer agrees to respect the copyright of all TPS materials and agrees not to duplicate said materials without the expressed written consent of the Director of TPS.

4. All records kept by TPS concerning the designated programs herein shall be the property of TPS provided that the Public Employer shall have the right to access and review the information contained in such records.

5. In the event an applicant or incumbent requires a reasonable accommodation in the administration of any test by TPS, the Public Employer agrees to pay a reasonable additional fee therefore.

6. The total cost to the Public Employer for services of TPS as provided for in this Agreement shall be in the amount set forth in **Exhibits A, B, and C**. Such amount shall be remitted to TPS within thirty (30) days after completion of the agreed services. The services rendered by TPS under this Agreement shall be considered as “professional services.” Upon request, TPS shall provide a fully itemized statement concerning the services rendered under this Agreement.

C. Additional Services

1. The Public Employer may, from time to time, require changes in the scope of the services of TPS to be performed under this Agreement. Such changes, including any increases or decreases in the amount of compensation to TPS which are mutually agreed upon by the parties hereto, and approved by all other necessary and proper authorities, shall be incorporated in written amendments to this Agreement.

2. TPS further agrees that its personnel will appear, if necessary, to testify on behalf of the Public Employer with regard to any legal challenge involving TPS programs, and that TPS personnel shall make such appearance without compensation other than out-of-pocket expenses.

D. Miscellaneous

1. If TPS fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, the Public Employer shall thereupon have the right to terminate this Agreement by giving written notice to TPS at least thirty (30) days prior to the effective date of such termination. In the event of termination, neither party hereto shall be relieved of liability to the other for damages sustained by virtue of any breach of this Agreement, and the Public Employer may withhold payment to TPS for the purpose of setoff until such time as the exact amount of damages due the Public Employer can be determined.

2. If the Public Employer shall fail to fulfill in a timely and proper manner the obligations pursuant to this Agreement, TPS shall thereupon have the right to terminate this Agreement. Said notice shall be given to the Public Employer at least thirty (30) days prior to the effective date of such termination. In the event of termination, neither party hereto shall be relieved of liability to the other for damages sustained by virtue of any breach of this Agreement.

3. TPS shall indemnify and hold harmless the Public Employer from any and all loss, damage, injury, or liability caused by the negligence of TPS or its employees or agents in performing its obligations provided in this Agreement.

4. TPS shall not be held liable, and the Public Employer shall hold TPS harmless from any and all loss, damage, injury or liability caused by the negligence of the Public Employer or its employees or agents in disregarding or ignoring any professional opinion, diagnosis or recommendation of TPS or its employees or agents while TPS is performing its obligations provided in this Agreement.

5. TPS certifies and warrants that it has the capacity to perform the services as required by the Public Employer with high professional quality, ability and expertise and further certifies and warrants that it has the capacity and authority to enter into this Agreement.

6. TPS and its employees, agents, and representatives, in the performance of this Agreement, agree not to discriminate against any employee or applicant for employment with respect to his or her tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, religion, national origin, ancestry, disability, or military status.

7. This Agreement shall be binding upon and shall inure to the benefit of TPS, its partners, successors, assigns, legal and personal, representatives, and administrators.

8. At the expiration of the initial term hereof, or upon earlier termination of this Agreement pursuant to Section D, 1, the parties shall review the compensation paid by Public Employer and the services rendered by TPS through the date of such termination to determine whether Public Employer is entitled to any reimbursement or whether TPS is entitled to additional compensation, and any necessary adjustments shall be made.

9. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, agent, or employee of any public body which may be a party hereto.

10. This Agreement represents the entire understanding between and among the parties hereto. This Agreement may not be changed, altered, or amended; modification of this Agreement must be in writing, executed by the parties hereto, refer to this Agreement by date, and must be executed on a form entitled "Supplemental Agreement" approved by all parties hereto.



Testing for Public Safety, LLC dba IPSP

City of Darien Police Department Applicant Written Aptitude Testing

Exhibit A

Process Steps

- I. Administer, via mail, and tabulate results from job analysis survey to validate the exam/maintain data for department's future use.
- II. Provide (1) staff monitor, materials, and supplies to administer aptitude test to up to (100) applicants at a site provided by the department.
- III. Score results of aptitude test and produce rank order list (within ten working days of test administration).
- IV. Provide department/commission with consultation as to use of test results for selection decisions.

Costs

- A. \$500.00 to conduct job analysis survey for entry-level officer position.
- B. \$1,500.00 for first 25 applicants (includes all process steps listed above)
- C. \$30.00 for each additional applicant, if more than 25 in the group
- D. Price includes (1) TPS test monitor for up to 100 applicants. Additional TPS monitor is \$400.00/monitor for groups exceeding 100 applicants, or department has option to provide additional test monitors.
- E. Department provides test site for written aptitude exam.
- F. \$200.00 travel fee per trip for TPS personnel
- G. \$200.00 per overnight stay for TPS personnel.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TESTING FOR PUBLIC SAFETY, LLC

DARIEN POLICE DEPARTMENT

By: _____

By: _____

Date: _____

Date: _____



Testing for Public Safety, LLC dba IPSP

City of Darien Police Department Applicant Oral Interview Testing

Exhibit B

Process Steps

- I. Identify potential structured oral interview questions based on knowledge, skills, and abilities (KSAs) identified in job analysis survey.
- II. Meet with structured oral interview rating board to finalize selection of structured oral interview questions, to review associated anchors and to train board on interview procedures.
- III. Provide TPS monitor for first day, sufficient materials and supplies to administer structured oral interviews to applicants.
- IV. Score results of structured oral interview, combine with aptitude test results, and produce rank order list (within 10 working days of administration).
- V. Provide department with phone and written consultation as to use of test results for selection decisions.

Costs

- A. \$1,600.00 for first 15 applicants. Cost includes training of interview board and (1) interview monitor for up to (1) day.
- B. \$30.00 for each additional applicant over 15.
- C. \$500.00/day for additional monitoring after first day.
- D. \$200.00 travel fee per trip for TPS personnel
- E. \$200.00 per overnight stay for TPS personnel.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TESTING FOR PUBLIC SAFETY, LLC

DARIEN POLICE DEPARTMENT

By: _____

By: _____

Date: _____

Date: _____



Testing for Public Safety, LLC dba IPSP

City of Darien Police Department Applicant Tutoring

Exhibit C

Process Steps

- I. Explain format of TPS, LLC testing procedures to applicants
- II. Provide instruction on study skills/habits
- III. Review examples of each written examination subtest using mock study guide
- IV. Administer a sample test using a mock exam

Costs

- A. \$1,000.00 per tutoring session (2-3 hours long) held prior to the scheduled test date. *Maximum of 100 applicants per session.
- B. The Department will provide site and required audiovisual equipment (i.e., screen).
- C. Department will schedule individuals in advance to determine appropriate size space and required amount of materials
- D. \$200.00 travel fee per trip
- E. \$200.00 per day requiring overnight accommodations

IN WITNESS WHEREOF, the parties have executed this Agreement.

TESTING FOR PUBLIC SAFETY, LLC

DARIEN POLICE DEPARTMENT

By: _____

By: _____

Date: _____

Date: _____

AGENDA MEMO
Police Committee
September 16, 2024

ISSUE STATEMENT

A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien for the Reciprocal Reporting of Criminal Offenses Committed by Students.

BACKGROUND/HISTORY

The School District and the City of Darien Police Department (“Department”) have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District.

The *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1) the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student.

The *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

Attorney John Murphey has reviewed the IGA and advised it is appropriate if the City chooses to enter the agreement.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the agreement.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the October 7, 2024 City Council agenda for formal consideration.

**INTERGOVERNMENTAL AGREEMENT
BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86
AND
THE CITY OF DARIEN

FOR THE
RECIPROCAL REPORTING OF CRIMINAL OFFENSES
COMMITTED BY STUDENTS**

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE AND COOK COUNTIES, ILLINOIS (hereinafter referred to as “School District” or “District”) and the CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS (hereinafter referred to as “the Department”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, the Department has responsibility for law enforcement within the boundaries of the School District or a portion thereof; and

WHEREAS, the School District and the Department have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District; and

WHEREAS, this Agreement is authorized by the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Section 10-20.14 of the *Illinois School Code* (105 ILCS 5/10-20.14) and Section 22-20 of the *Illinois School Code* (105 ILCS 5/22-20) provide the School District with certain authorities to work with law enforcement agencies; and

WHEREAS, the *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1) the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student; and

WHEREAS, Section 1-7 of the *Illinois Juvenile Court Act of 1987* provides that confidential student record information may be disclosed when there is an imminent threat of physical harm to the students, school personnel, or others (705 ILCS 405/1-7); and

WHEREAS, in furtherance of the foregoing, the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court; and

WHEREAS, the Parties wish to memorialize the authority and parameters of their exchanges of information and the necessary written certification pursuant to the foregoing State and federal laws to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by students in an effort to rehabilitate the offender, but also to protect the other students and school employees; and

WHEREAS, the Parties need to have access to activities of the District's students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation, to promote the maintenance of discipline and safety in the schools, to promote safety in the community, and to facilitate the rehabilitation of students; and

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Department hereby agree as follows:

1. LIAISON

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students. The Parties may each amend their respective liaison, and will provide notice to the other Party when such liaison is amended.

2. CRIMINAL OFFENSES/REPORTING AND RECORDS DISCLOSURE

A. The School District will release information to the Department as follows:

- 1) The School District shall report to the Department specific conduct of students when required by law, including, but not limited to, possession of firearms on school property (105 ILCS 5/10-27.1A), battery of a staff member (105 ILCS 5/10-21.7), or defined drug incidents on school property (105 ILCS 127/ and 105 ILCS 5/10-27.1B).
- 2) Whenever the School District receives information that a student may have committed a criminal offense on school grounds, off school grounds, at a school sponsored activity, or against school personnel, the School District liaison may notify the Department liaison, subject to any limitations imposed by law.
- 3) The School District shall release student record information to the Department in an emergency when necessary to protect the health or safety of the student or other individuals and as required by FERPA and ISSRA.
- 4) The School District shall follow state and federal laws regarding school records. In addition, it is recognized that the reports and other information maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d). For the limited purpose of compliance with the *Family Educational Rights and Privacy Act* (20 U.S.C. 1232g(a)(4)(B)(ii)), the law enforcement officers working in the school shall be considered a contracted law enforcement unit of the school when engaged in law enforcement activities, such that the records maintained by said law enforcement officers are not educational records.

To the extent information reported by the School District to the Department constitutes a student record or is derived from a school student record, the School District will provide prior written notice to the student's parents, or the student if applicable, when required by law.

- B.** The Department will release information as follows:
Whenever the Department receives information that a student may have committed a criminal offense, as limited by Section 2.E and 2.F of this Agreement, if applicable, the Department liaison shall notify the School District liaison. In addition, the Department shall notify the School District liaison if the Department or an officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds.

- C. Information reported pursuant to this Agreement shall include information pertaining to activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including any criminal or gang-related activity.
- D. Upon request of the School District, the Department shall provide access to the criminal records of students, subject to the limitations in Section 2.E of this Agreement, if applicable.
- E. The Department's provision of and the School District's access to the Department's records relating to a minor who has been arrested before his or her 18th birthday, for purposes of inspection and copying of said records, shall be limited to situations in which the Department believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, and the records shall pertain to minors enrolled in the School District who have been arrested or taken into custody for any of the following offenses:
 - 1) any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (i.e., weapons violations) (720 ILCS 5/24-1 et seq.);
 - 2) a violation of the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.);
 - 3) a violation of the Cannabis Control Act (720 ILCS 550/1 et seq.);
 - 4) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (e.g., murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery and any other felony that involves the use or threat of physical force or violence) (720 ILCS 5/2-8);
 - 5) a violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.);
 - 6) a violation of Section 26.5-1, 2, and 3 (harassment through electronic communications) of the Harassing and Obscene Communications Act (720 ILCS 5/26.5-0.1 et. seq.);
 - 7) a violation of the Hazing Act (recategorized and renumbered as Section 12C-50 of the *Criminal Code*) (720 ILCS 5/12C-50); or
 - 8) a violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3

(battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child; aggravated battery of an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful contact with street gang members) of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/).

The limitations of this paragraph shall be deemed to be expanded or further restricted in accordance with any subsequent amendments to Sections 1-7(8) and/or 5/905(1)(h) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(8) and/or 405/5-905(1)(h)) or other relevant laws.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If the designated law enforcement and school officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services if those services are available. "Rehabilitation services" may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.

- F.** Except as provided in 2.E. and 2.H, the Department's provision of and the School District's access to the Department's information relating to a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the appropriate school official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the local law enforcement officials shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record. For purposes of this paragraph, "investigation" means an official systematic inquiry by the Department or any other law enforcement agency into actual or suspected criminal activity.

The limitations of this paragraph and paragraph 2.E shall be expanded or further restricted in accordance with any subsequent amendments to the *Juvenile Court*

Act of 1987 (705 ILCS 405/1-7, 5-905) or other laws.

- H.** Notwithstanding the restrictions in Section 2.E above on the provision of and access to the Department's records, in accordance with Section 22-20 of the *Illinois School Code* (105 ILCS 5/22-20), the Department shall report to the Principal or School District liaison whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Principal School District liaison of developments and the disposition of the matter. The information transmitted to the School District pursuant to this paragraph shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the appropriate school official or officials whom the School District has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of the students and employees in the school.
- I.** The Department's duty to disclose information and documents to the School District pursuant to the law and this Agreement shall be separate from and in addition to the duty of the State's Attorney to provide information to the School District pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.
- K.** Nothing contained in this Agreement is intended to prevent the sharing or disclosure of information or records relating or pertaining to juveniles subject to the provisions of the Serious Habitual Offender Comprehensive Action Program when that information is used to assist in the early identification and treatment of habitual juvenile offenders and such sharing is otherwise allowed by law.
- M.** The Parties acknowledge that the Department provides the District with a law enforcement presence when requested and/or needed. Consistent with the law enforcement services to be provided by the Department, the Parties agree that:

 - 1) The Department may access real time or recorded images from District digital cameras when:

- i) Requested by District officials in connection with a pending or imminent safety or security threat at the District; or
 - ii) Necessary to protect against an imminent safety or security threat that is likely to result in significant personal harm or damage to District property; or
 - iii) Permitted by the District; or
 - iv) Required by law.
 - 2) Parties shall not copy or retain any images from the District's digital cameras beyond the District's limited retention period, unless the images are related to an active or reasonable anticipated police investigation regarding actual or threatened criminal activity. The Parties will notify the District's Superintendent of any need for extended retention of the digital images.
 - 3) The images on the District's digital cameras are general for security purposes and, therefore, generally do not constitute school student records. If the images are used by the District in a manner that converts them into school student records, the District will notify the Parties. In that case, the Parties will no longer maintain or access such images unless the images are related to an active or reasonably anticipated police investigation regarding actual or threatened criminal activity, or unless otherwise authorized by law. Images retained by the Parties that also constitute school student records shall be maintained by the Parties in a confidential manner and may only be disclosed as allowed by law.
- N.** Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by DISTRICT to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.
- O.** It is understood that the Parties will comply with applicable State and federal law in implementing these procedures of this Agreement.

3. CONFIDENTIALITY

Any and all information received by each Party as a result of this Agreement shall be kept confidential by the other Party as and to the extent required by law. In accordance with the *Illinois School Student Records Act* (ISSRA) and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. 99) (FERPA), any and all information constituting student records or education records under those laws that is received by the Department as a result of this Agreement shall be kept confidential by the Department and shall not be disclosed by the Department to another party, except as provided under state and federal law, without the prior written consent of the parent of the student (or consent of the student if he or she has assumed rights under the law). This representation shall be deemed to constitute the written certification by the Department, as required by ISSRA and FERPA, to acknowledge and agree to the Department's ongoing compliance with the confidentiality requirements related to receipt of student record information pursuant to this Agreement.

4. TERM

The parties to this Agreement understand and agree that this Agreement shall commence the day and year on which the Agreement is signed by all parties. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 6 of this Agreement, until terminated by providing thirty (30) days written notice of either party or by written mutual agreement. The Parties shall review and discuss the terms of this Agreement every two years, with the first such review to occur at the end of the 2024-2026 school terms.

5. INDEMNIFICATION

A. The District shall indemnify and hold the Department and its officers, agents, and employees ("Department 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 reasons of any of negligent act or omissions of the District 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.

B. The Department shall indemnify and hold the District, its Board, its current or former individual Board member, agents, and employees ("District 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 reasons of any of

negligent act or omission by its police officers or employees, 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.

- C. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Parties or against third parties. The Parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct.

6. 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 \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement, each Party shall 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. Each Party shall name the other party's Indemnitees (as defined in Paragraph 12) 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.

7. NOTIFICATION

- A. Any and all notices required hereunder to be sent to the School District shall be served in writing to the following address:

Office of the Superintendent
Hinsdale Township High School District No. 86
5500 S. Grant Street

Hinsdale, IL 60521

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the School District at its District administration office during the regular business hours of said office.

Any and all notices required hereunder to be sent to the Department shall be served in writing to the following address:

To the City:
City of Darien Police Department
1710 Plainfield Rd.
Darien, IL 60561
Attn: Chief of Police

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the Department at its administration office during the regular business hours of said office.

8. MODIFICATION

The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

9. ASSIGNMENT

Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

10. NO THIRD-PARTY BENEFICIARIES

No claim as a third-party beneficiary under this Agreement by any person, entity, firm, or corporation shall be made or be valid against the Parties.

11. 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.

12. GOVERING 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.

13. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year the Agreement is fully executed by both Parties.

BOARD OF EDUCATION

CITY OF DARIEN

**HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86
DUPAGE AND COOK COUNTIES,
ILLINOIS**

DUPAGE COUNTY, ILLINOIS

By: _____
Its President

By: _____

Date: _____

Date: _____

Attest: _____
Secretary

Attest: _____

AGENDA MEMO
Police Committee
September 16, 2024

ISSUE STATEMENT

Approval of an ordinance authorizing the sale or disposal of surplus property.

BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, GovDeals.com, or disposed of:

ITEM	EXPLANATION
1. (1) 2018 Ford Explorer (D2)	No longer needed
2. (1) 2018 Ford Explorer (D3)	No longer needed
3. (1) 2018 Ford Explorer (D4)	No longer needed
4. (1) 2018 Ford Explorer (D6)	No longer needed
5. (1) 2018 Ford Explorer (D7)	No longer needed
6. (1) 2018 Ford Explorer (D9)	No longer needed
7. (1) 2018 Ford Explorer (D14) Charcoal	No longer needed
8. (1) 2018 Ford Explorer (D16) Maroon	No longer needed
9. (1) 2018 Ford Explorer (D18) Brown	No longer needed
10. (1) 2015 Ford Taurus (D33) Black	No longer needed
11. (1) 2015 Ford Taurus (D35) Silver	No longer needed
12. (1) 2016 Ford Taurus (D36) Silver	No longer needed
13. (1) 2016 Ford Taurus (D37) Gray	No longer needed
14. (1) 2016 Ford Taurus (D38) Blue	No longer needed
15. (1) Hotpoint Refrigerator/Freezer	No Longer Needed
16. (5) Dodge Durango Cargo Storage Units	No Longer Needed
17. (1) Hon 4 Drawer Cabinet	No Longer Needed
18. (1) HP Laserjet Color Printer	No Longer Operable
19. (1) Remington 870 12 Gauge Magnum Shotguns	No Longer Useful to the City
20. (1) Colt M4 Rifles	No Longer Useful to the City
21. (1) Petmark Cat Carrier	No longer useful to the City
22. (1) Pet Taxi Cat Carrier	No longer useful to the City
23. (1) Pitney Electronic Scale	No longer operable
24. (2) Hard Helmets	No longer needed
25. (3) HDX Hammers	No longer needed

Staff recommends the above be declared surplus property and disposed of or auctioned using GovDeals.com.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the October 7, 2024 City Council Agenda for formal approval.