

**AGENDA ITEM #VIII-D-2
DECEMBER 15, 2009
HIGHLAND COMMUNITY COLLEGE BOARD**

ADDENDUM TO SECURITY CONTRACT

RECOMMENDATION OF THE PRESIDENT: That the Board of Trustees approve the attached addendum to the security contract with Stephenson County to provide a third deputy on campus at an additional cost of \$72,136.21 for the period from December 15, 2009 through December 14, 2010

BACKGROUND: The College and Stephenson County currently have a contract in place whereby the College reimburses the County for all costs associated with providing two sheriff's deputies. The current contract is in effect through June 30, 2012. Similar contracts have been in place since FY'97.

For the Fall 2010 semester, the College experienced a 13 percent increase in student headcount, which amounts to about 320 additional students on campus. To continue to provide adequate security coverage throughout the day, an additional deputy is recommended for a period of one year, through December 14, 2010. At that time, enrollment levels and security needs will be evaluated to determine if the services of a third deputy are still required. The security contract is included in the College's Risk Management Plan.

BOARD ACTION: _____

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR POLICE SERVICES**

THIS AGREEMENT, made this 15th day of December, 2009, by and between the County of Stephenson, a body politic and corporate, hereinafter referred to as the "County", and Highland Community College, hereinafter referred to as the "College", WITNESSETH:

WHEREAS, the College has previously contracted with the County for police protection and law enforcement services within the boundaries and properties of the College, pursuant to Intergovernmental Cooperation Agreement for Police Services effective July 1, 2009, which continues in force and effect; and

WHEREAS, the College and the County wish to contract for additional services of one officer for the term hereinafter provided; and

WHEREAS, the College is within the jurisdiction of the County and its Sheriff, and the Sheriff's Office is agreeable to provide the services requested by the College; and

WHEREAS, intergovernmental agreements are authorized pursuant to Section 10, Article VII of the 1970 Illinois Constitution and the authority granted by the Intergovernmental Cooperation Act, Illinois Compiled Statutes 5, ILCS 220/1 (1992).

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein, pursuant to the statutes and Constitution, IT IS HEREBY AGREED by the County and the College as follows:

I. The County acting through the Sheriff and Sheriff's Office of the County of Stephenson shall furnish, supply and provide the College with a third officer to provide general police protection and law enforcement services under the guidelines set forth in the July 1st, 2009, Intergovernmental Cooperation Agreement for Police Services.

II. All County personnel assigned to provide the police protection and law enforcement services herein shall be members of the Stephenson County Sheriff's Department and shall operate under the general supervision of the Stephenson County Sheriff under the guidelines set forth in the July 1st, 2009 Agreement.

III. Notwithstanding anything herein to the contrary, the County, acting through the Sheriff, shall retain control over all matters incident to the performance of police protection and law enforcement services herein, including, but not limited to, the personnel assigned, the methods of rendering such services, and the level of and the standards of such performance, the discipline of any personnel, and the general control of all assigned personnel, equipment, and all supplies relevant herein. Provided, however that there shall be one (1) deputy assigned to the College at any one time pursuant to the terms of this agreement. This is in addition to the minimum of two (2) deputies required in the July 1st, 2009 Agreement.

IV. The Sheriff of Stephenson County shall have control over the manner of police protection and management of the officers within the College and shall determine the methods and manners of the performance of the officers assigned to the College, after careful consideration of input of College President or his/her designee. Overtime costs for court appearance, and follow-up investigations shall be the responsibility of Highland Community College. The College will also allow Deputies to attend training during normal duty hours, if deemed necessary by Sheriff.

V. The Sheriff will provide police services. Exact hours and coverage of police service to be determined after consultation with Highland Community College Staff,

Sheriff's Staff and shall require the approval of the Highland Community College President or his/her designee.

VI. To the extent permitted by law, the College agrees to hold the County harmless against persons not parties to this Agreement and reimburse the County for any and all such damages, suits, claims, judgments or monies, including but not limited to attorney fees and costs of litigation, arising out of the performance or non-performance of the College personnel working under this Agreement against such persons not parties to this Agreement. The College shall not be required to provide worker's compensation insurance or worker's compensation benefits to the officers assigned to the college nor shall the College be required to provide general liability or police liability insurance.

VII. To the extent permitted by law, the County agrees to hold the College harmless against persons not parties to this Agreement and reimburse the College for any and all such damages, suits, claims, judgments or monies, including but not limited to attorney fees and costs of litigation, arising out of the performance of non-performance of the County personnel working under this Agreement against such persons not parties to this Agreement.

VIII. The County and the Sheriff, their officers and employees, shall not be deemed to assume any liability for the contractual or tortious acts of the College, its officers, agents or employees.

IX. The College shall compensate the County for the services rendered in quarterly payments according to the budget attached hereto.

X. Willful neglect, failure, or refusal by either party to perform any material provision of this Agreement shall give the other party the power to terminate this Agreement and seek compensation for damages suffered by reason of such breach.


XI. This Agreement may be terminated by either party upon written notice of a termination date provided to the other party at least one (1) year prior to such termination.

XII. This Agreement shall become effective on the 15th day of December, 2009, upon its approval by the County Board, the Sheriff of Stephenson County, Illinois, and the Board of Trustees of Highland Community College District, and shall remain effective until December 14th, 2010.

IN WITNESS WHEREOF, the County of Stephenson, by Resolution duly adopted by the Stephenson County Board caused this Agreement to be originally signed by its Chairman and attested by its Clerk on this 15 day of DECEMBER, 2009, and renewed by the Sheriff on 12-15, 2009.

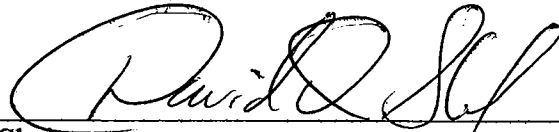
IN WITNESS WHEREOF, the Highland Community College, by Resolution adopted by the College Board of Trustees, caused this Agreement to be signed by its Chairman and attested by its Secretary on this 15th day of December 2009.

STEPHENSON COUNTY SHERIFF'S OFFICE

By 
David A. Snyder, Sheriff of the
County of Stephenson, Illinois

HIGHLAND COMMUNITY COLLEGE

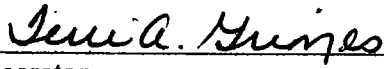
By:



Chairman

Board of Trustees Highland Community College

ATTEST:



Secretary

Board of Trustees Highland Community College

BUDGET

Following are proposed staffing and budget needs to provide the outlined services. This plan would provide coverage throughout the year. Coverage hours would be eight (8) hours per day for five (5) days per week. Exact hours and coverage will be determined after consultation with Highland Community College President or designee.

LINE ITEM

1ST YEAR BUDGET

December 15, 2009 – December 14, 2010

Salary, benefits, training (Deputy) (F.I.C.A., I.M.R.F., insurance, night bonus, unemployment)	<u>\$ 72,136.21*</u>
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* May be adjusted for UAW/County Labor contract Re-Opener or for Deputy's salary level

**ADDITIONAL EQUIPMENT TO BE FURNISHED
By Highland Community College
For Each Year of Contract**

EQUIPMENT

Office space needed for storage of forms and a location if necessary for interviews.	Provided by College
Access to a F.A.X. machine.	Provided by College
Modem line for on-line computer from Sheriff's office to Highland Community College.	Provided by College
Telephone for officer' use. (For official use only.)	Provided by College
Display station/printer.	Provided by Sheriff's Office
Desk, chairs, lockable 4-drawer filing cabinet.	Provided by College
CD/DVD burner for Sheriff's office computer	Provided by College