

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
VILLAGE OF CURRAN, ILLINOIS
AND
BOARD OF EDUCATION OF NEW BERLIN COMMUNITY UNIT SCHOOL DISTRICT 16
RELATED TO FUNDING CRIME PREVENTION PROGRAMS, TRAINING, AND
INTERDICTION EFFORTS VIA CANNABIS REGULATION FUND REVENUES**

This Intergovernmental Cooperation Agreement (the “Agreement”) is made as of this ____ day of _____, 2024, (“Effective Date”), pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), by and between the Village of Curran, an Illinois municipal corporation and body politic and corporate (“Village”) and the Board of Education of New Berlin Community Unit School District 16 (“District”), each of which shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract or otherwise associate among themselves to obtain or share services;

WHEREAS, the Cannabis Regulation and Tax Act (410 ILCS 705/1-1 et seq.) (the “Act”) legalized the possession and private use of cannabis for Illinois residents 21 years of age or older, effective January 1, 2020;

WHEREAS, the Act established the Cannabis Regulation Fund (the “Fund”) from which a portion of the revenues, through the Local Government Distributive Fund, are distributed to units of local government to be used, pursuant to 30 ILCS 105/6z-112(c)(3)(B), “to fund crime prevention programs, training, and interdiction efforts, including detection, enforcement, and prevention efforts, relating to the illegal cannabis market and driving under the influence of cannabis.” (“Law Enforcement Purposes”);

WHEREAS, the Village does not maintain a municipal police department or other law enforcement agency that could otherwise utilize monies from the Fund for Law Enforcement Purposes and, therefore, have no mechanism for properly expending the funds for Law Enforcement Purposes;

WHEREAS, the Village is located within the territorial limits of the District and children who reside within the Village also attend schools of the District;

WHEREAS, the District utilizes school resource officers and other law enforcement related programs that involve Law Enforcement Purposes that benefit the children and their families who reside within the Village;

WHEREAS, it is in the public’s interest for the parties to provide for the efficient use of funds made available through state law;

WHEREAS, the Village desires to transfer to the District the revenues it receives from the Fund and the District desires to accept those funds and use them for proper Law Enforcement Purposes for the Benefit of the District and the Village;

WHEREAS, this Agreement is entered into for the purpose of setting forth the terms and conditions of arranging, cooperating, and funding Law Enforcement Purposes for the public benefit.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Term of Agreement. This Agreement is effective from the date first written above and will remain in effect for a period of one (1) year. This Agreement shall be automatically extended for additional one (1) year periods, unless notice of termination is received at least 60 days in advance of the renewal date. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. Neither Party is obligated by this Agreement to execute any contract resulting from cooperative efforts unless said contract is approved pursuant to each Party's contract approval process.

2. Transfer of Revenues.

A. In the first quarter of the Village's Fiscal Year, the Village shall transfer to the District the revenues the Village has received from the Fund through the Local Government Distributive Fund ("Transferred Funds"). The Village shall coordinate with the District regarding the timing and manner of transfer of said Transferred Funds.

B. The District shall utilize Transferred Funds only for proper Law Enforcement Purposes ("to fund crime prevention programs, training, and interdiction efforts, including detection, enforcement, and prevention efforts, relating to the illegal cannabis market and driving under the influence of cannabis.") pursuant to 30 ILCS 105/6Z-112(c)(3)(B).

C. The District shall cooperate and assist the Village with any reporting requirements related to the expenditure of the Transferred Funds.

D. At no time shall the District be entitled to any amount greater than the amount of revenues the Village has actually received from the Fund.

E. If, at any time, the Illinois Department of Revenue, the Illinois Comptroller, or the Illinois Treasurer requires any amount of revenues to be returned, the District will cooperate with such return.

3. Limitation of Liability. All liability, loss, or damage suffered by any party as a result of any and all claims, demands, costs, expenses, or judgments arising out of, or relating to, activities of either Party will be the sole responsibility of said Party. Nothing herein will be construed as a waiver by the Parties of any governmental immunity as provided by statute or modified by court decision. No Party shall be entitled to recover incidental, consequential or special damages.

4. Relationship of Parties. The relationship of the parties is and will continue to be that of independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the parties by virtue of this Agreement.

5. Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

6. Notice. All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or ten (10) business days after the postmark if sent via regular U.S. mail to the appropriate addresses as set forth below:

If to the Village:

Village of Curran, Illinois
Attn: Mayor
6262 Moffet Street
New Berlin, IL 62670

If to the District:

New Berlin Community Unit School District 16
Attn: Superintendent
600 N. Cedar
New Berlin, IL 62670

7. General.

A. *Assignment.* This Agreement may not be assigned, transferred, or in any way disposed of without the prior written consent of the Parties.

B. *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

C. *Captions and Headings.* The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction, or meaning of any provisions of or the scope or intent of this Agreement.

D. *Integrated Agreement.* This Agreement and any attachments hereto constitute the entire agreement between the Parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

E. *Amendments.* No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.

F. *Severability.* If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or

degree will remain in full force and effect to the extent not held invalid or unenforceable.

G. *Execution of Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

H. *Nature of Obligations.* The Parties shall cooperate with and abide by all relevant local, state, and federal laws, rules, regulations, and certifications required for the transfer, receipt, and expenditure of revenues from the Fund for Law Enforcement Purposes.

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Cooperation Agreement to be executed by their duly authorized officers as of the date first above written.

VILLAGE OF CURRAN, ILLINOIS

**BOARD OF EDUCATION OF NEW BERLIN
COMMUNITY UNIT SCHOOL DISTRICT
#16**

Signature

Signature

Timothy Luckey, Mayor

Jilinda Larson, Superintendent

Dated: _____

Dated: _____