



Washington Police Department

115 WEST JEFFERSON STREET
WASHINGTON, ILLINOIS 61571
NON-EMERGENCY (309) 444-2313
FAX (309) 444-7511

Ted Miller

Chief of Police

To: Mayor Manier and City Council

From: Ted Miller – Chief of Police

Date: February 24, 2017

**Re: Intergovernmental Agreement – City of Washington & Washington Community
High School District #308 (School Resource Officer)**

BACKGROUND

The City of Washington and Washington Community High School enter into a yearly intergovernmental agreement for the purpose of placing a School Resource Officer in the school. The High School normally pays 75% of the officer's annual costs (salary & benefits), for utilizing the officer's services, for the duration of the school year.

SUMMARY

This agreement is merely an update of last year's contract, in terms of agreed upon funding and dates of service. This new agreement is set to run from May 1, 2017 through April 30, 2018 and the cooperative funding from Washington High School would total **\$74,8884.00**, to be paid to the City of Washington in two installments as follows: **\$37,442.00** to be paid on or before August 1, 2017 and a second installment of **\$37,442.00** to be paid on or before December 1, 2018.

REQUESTED ACTION

I am respectfully requesting that the intergovernmental agreement be considered for approval.

ATTACHED

Attached to this correspondence is a copy of the agreement for your perusal.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
WASHINGTON, ILLINOIS AND WASHINGTON COMMUNITY HIGH
SCHOOL DISTRICT # 308**

WHEREAS, the City of Washington and Washington Community High School District # 308 desire to establish and continue a SCHOOL RESOURCE OFFICER (S.R.O.) Program; and

WHEREAS, the S.R.O. Program will place one (1) Washington Police Officer into Washington Community High School; and

WHEREAS, the terms associated with establishing this Program have been incorporated into an intergovernmental agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows;

Section 1. That the Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A" and by reference expressly made a part hereof be, and the same hereby is, approved.

Section 2. That the Mayor and City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute an Intergovernmental Agreement on behalf of the City of Washington in substantially the form of the document attached hereto, marked Exhibit "A," and by reference expressly made a part hereof, and to execute and deliver any and all documents necessary for the effectiveness thereof.

PASSED AND APPROVED this ____ day of _____, 2017.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WASHINGTON, TAZEWELL
COUNTY, ILLINOIS AND THE
WASHINGTON COMMUNITY HIGH SCHOOL DISTRICT # 308
TO PROVIDE FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is made and entered into between the CITY OF WASHINGTON, an Illinois municipal corporation ("WASHINGTON") and WASHINGTON COMMUNITY HIGH SCHOOL DISTRICT # 308 ("HIGH SCHOOL DISTRICT") this _____ day of _____, 2017.

WHEREAS, WASHINGTON and the HIGH SCHOOL desire to establish a School Resource Officer Program which will permit the Washington Police Department to work directly within HIGH SCHOOL in conjunction with school officials and personnel; and

WHEREAS, the purpose of the School Resource Officer Program is to enhance positive relationships among members of the Washington Police Department and the HIGH SCHOOL personnel, students, parents, and other related service agencies in order to promote a safe and secure educational environment within the HIGH SCHOOL; and

WHEREAS, WASHINGTON and the HIGH SCHOOL are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970; and

WHEREAS, WASHINGTON and the HIGH SCHOOL are authorized to contract between each other to obtain and share services or exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

NOW, THEREFORE, in consideration of mutual promises contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, WASHINGTON and the HIGH SCHOOL agree as follows:

1. **SCHOOL RESOURCE OFFICER.**

WASHINGTON, through its Police Department, shall provide to the HIGH SCHOOL one (1) Washington Police Officer who will be designated as the School Resource Officer. The purpose, responsibilities, functions, guidelines, and general operating procedure for the School Resource Officer shall be generally as recited in the Job Description & General Order 2005-19 of the Washington Police Department, a copy of which is attached hereto as Exhibit "A", and incorporated in this agreement as though fully set forth. The Job Description & General Order 2005-19 may be modified, amended, or otherwise changed by WASHINGTON from time to time, as deemed necessary and expedient by WASHINGTON and its Police Department, in their sole and exclusive discretion.

2. **FINANCIAL OBLIGATION FOR HIGH SCHOOL.**

Although the School Resource Officer will be a full-time employee of the Washington Police Department, receiving the usual and customary benefits and salary, as solely determined and designated by WASHINGTON, the HIGH SCHOOL, in a cooperative effort to fund the School Resource Officer Program, shall pay to WASHINGTON for the Fiscal Year beginning May 1st, 2017 and ending April 30th, 2018 the sum of Seventy - Four Thousand Eight Hundred and Eighty - Four Dollars (\$74,884.00) toward the School Resource Officer's base salary and fringe benefits.

Payments under the terms of this paragraph will be made as follows:

- a. The sum of Thirty –Seven Thousand Four Hundred and Forty-Two Dollars and 00 cents (\$37,442.00) on or before August 1st, 2017; and
- b. The sum of Thirty –Seven Thousand Four Hundred and Forty-Two Dollars and 00 cents (\$37,442.00) on or before December 1st, 2017.

3. **TRAINING AND DEVELOPMENT OF SCHOOL RESOURCE OFFICER.**

WASHINGTON and the HIGH SCHOOL realize and agree to the need for training and development of the School Resource Officer. It is agreed that the School Resource Officer may annually attend the *State of Illinois School Resource Officer Training Conference* and the *National School Resource Officer Training Conference*. WASHINGTON and the HIGH SCHOOL agree that they will share equally (50/50) all costs associated with the attendance of the *National School Resource Officer Training Conference*, and that WASHINGTON will pay all of the costs associated with the attendance of the *State of Illinois School Resource Officer Training Conference*. The parties expect, anticipate, and agree that the costs associated with the attendance of both annual training conferences will include, but necessarily be limited to, tuition, registration fees, travel expenses to and from the conferences, transportation expenses while attending the conferences, lodging while attending the conferences, meals while attending the conferences, and books.

4. **INDEMNIFICATION.**

WASHINGTON shall save and hold the HIGH SCHOOL free, harmless and indemnified from and against any and all claims brought by any School Resource Officer arising out of or related to the employment of the School Resource Officer including, but not limited to, suits or administrative actions alleging discrimination, civil rights violations; noncompliance with employment statutes; worker's compensation claims; federal and state tax withholding claims; and over-time reimbursement claims. The parties acknowledge that it is the intent of this Agreement that the School Resource Officer be and remain an employee of WASHINGTON.

5. **TERM OF AGREEMENT.**

This agreement shall remain in full force and effect from and after May 1st, 2017 and until April 30th, 2018. This Agreement shall automatically renew upon the same terms and conditions as are applicable during the original term unless terminated as provided for in paragraph 7 of this

agreement. It is the intent of the parties hereto that this agreement will be renegotiated prior to April 30th, 2018.

6. **ADMENDMENT.**

This agreement may be amended pursuant to written agreement of WASHINGTON and HIGH SCHOOL. All amendments to this agreement must be made in writing and signed by the authorized representatives of WASHINGTON and the HIGH SCHOOL. The HIGH SCHOOL hereby designates the Superintendent of Schools as its authorized representative for purposes of this paragraph. WASHINGTON hereby designates the Chief of Police of the Washington Police Department as its authorized representative for purposes of this paragraph.

7. **TERMINATION.**

This agreement may be terminated by WASHINGTON or the HIGH SCHOOL by providing written notice of termination to the other party not less than ONE HUNDRED TWENTY (120) days prior to April 30th of each year that this Agreement shall be in force.

8. **NOTICES.**

All notices, demands or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To Washington: City Administrator
City of Washington
301 Walnut Street
Washington, IL 61571

With a copy to: Chief of Police
City of Washington
115 W. Jefferson Street
Washington, IL 61571

To HIGH SCHOOL: Washington Community
High School District # 308
Superintendent of Schools
115 Bondurant Street
Washington, IL 61571

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

9. **BINDING EFFECT.**

This agreement shall bind the heirs, executors, administrators, successors and assigns of the parties hereto.

10. **TIME OF ESSENCE.**

It is specifically declared that time is of the essence of this Agreement.

11. **GOVERNING LAW.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

12. **ENTIRE AGREEMENT.**

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. **PARAGRAPH HEADINGS.**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or add in the interpretation of the provisions of this Agreement. The Recitals, however, shall be considered part of the lease and agreement between the parties hereto.

IN WITNESS WHEREOF, WASHINGTON and the HIGH SCHOOL have set their hands and seals on the date and year first above written.

THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS
an Illinois home rule municipal.

WASHINGTON COMMUNITY
HIGH SCHOOL DISTRICT #308
an Illinois public high school corporation.

MAYOR

PRESIDENT

ATTEST:

ATTEST:

**CITY CLERK
WASHINGTON**

**SECRETARY
HIGH SCHOOL**

EXHIBIT A



School Resource Officer Duties & Responsibilities

Washington Police Department

GENERAL ORDER: 2005-19

Date of Issue: October 1, 2005

Revised February 23, 2017

By order of: Ted Miller – Chief of Police

Purpose:

The purpose of this Order is to define the duties and responsibilities of the Officer(s) designated by the Chief of Police as School Resource Officer(s).

Policy:

It is the policy of the Washington Police Department to employ personnel with training and expertise to effectively deal with youthful members of the community and those members who engage in anti-social and counter-productive behavior. Acting together on a day-to-day basis, those trained personnel can assist the community in meeting youthful needs that extend beyond formal education and other community offerings.

GOALS AND OBJECTIVES

- A. Coordinate Washington Police Department and Washington Community High School District 308 resources in a collaborative effort to enhance positive, communicative and productive relationships among police and school personnel, students, parents and other related service agencies to foster a safe and secure educational environment.
- B. Permit the Washington Police Department to work directly within the environment of the high school in conjunction with school officials towards a prevention-orientation and facilitate and foster positive relationships with the high school and employees.
- C. Facilitate increased attention on youth problems, concerns, and unlawful activities on a proactive rather than reactive basis.
- D. Promote a positive learning and educational environment for high school students and a solid, healthy community environment.
- E. Work cooperatively with the High School Staff & Personnel on a case-by-case or as needed basis to resolve matters of mutual interest only with the consent and approval of the Chief of Police and the Superintendent of Washington Community High School District 308.

COMMAND AND CONTROL

- A. School Resource Officer(s) will report directly to the Chief of Police. Although this Officer is assigned to the Washington Community High School it must be

understood by all parties that the School Resource Officer is a Police Officer and ultimately subordinate to the Chief of the Washington Police Department.

- B. The School Resource Officer will work in a cooperative effort with school Superintendent / Principal, Deans and Counselors and accept reasonable direction from the school Superintendent / Principal or his designate. Conflicts in direction given by Washington Police Department and school staff personnel will be reported to both parties by the School Resource Officer and resolved through consultation between Police Department and Washington Community High School District 308 personnel.
- C. The performance evaluation process will include and school staff perceptions of service-orientation, effectiveness, community support, School Resource Officer input, and student acceptance. Interim performance assessments may be conducted as needed or required and unsatisfactory job performance will be the subject of immediate review and communication among members of the Police and School staff personnel.
- D. The School Resource Officer will prepare and submit weekly logs of all activities to the Chief of Police. The Officer will also consult at least weekly with the School Superintendent &/or Dean of Students or their designate and Police Department staff members, regarding cases, dispositions, problem situations, and potential problems.

DUTIES AND RESPONSIBILITIES

- A. Fostering positive relationships with students in an effort to promote respect for law enforcement.
- B. Functioning as a resource in law enforcement-related issues in a cooperative relationship with present school counselors and other social service personnel.
- C. Serving as a law enforcement-related resource for students, their families, school staff, and community members.
- D. Assisting in preparation of educational and preventive practice programs related to community/social problems involving unlawful activity, including, but not limited to, drug and alcohol use, gang activity, vandalism, theft, personal violence, trespassing, and violations of the Illinois Vehicle Code.
- E. Assisting in protecting the high school campus from violations of the law.
- F. Assisting school officials in more effective response to student and non-student criminal offenses.
- G. Any other duties as may be assigned from time to time by the Chief of Police.

QUALIFICATIONS AND SELECTIONS

- A. The School Resource Officer will be a non-probationary Police Officer with a minimum of three years of police officer experience.
- B. The School Resource Officer will exhibit the following personal attributes:
 - 1. Special interest in and understanding of youth and their problems and concerns.
 - 2. Effective verbal and written communication skills.
 - 3. Proven, consistent excellent report-writing skills.

4. Positive, proactive attitude evidenced by problem-solving skills, and quality and quantity of present work.
5. Excellent knowledge of Criminal Code and Juvenile Court Act.
6. Self-motivated and ability to work with minimal supervision.
7. Strong organization and prioritization skills
8. Public-speaking ability.
9. Adaptable to independent and team-oriented working situations.
10. Excellent interpersonal communication skills.
11. Knowledge of rules of evidence and constitutional protections.
12. Ability to resolve conflict and excellent problem-solving skills.
13. Sound judgment and decision-making skills.
14. Adaptable and flexible with ability to interact effectively and productively with Police Department and School staff, students, and parents.
15. Excellent attendance record.
16. Juvenile Officer Certification.

- C. The selection of the School Resource Officer will be made by the Washington Police Department with input from designated Washington Community High School District 308 personnel based on qualifications, training and overall suitability of the candidate.

The School Resource Officer position is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the Officer with a collaborative performance appraisal process involving Washington Police Department with input from designated Washington Community High School District 308 personnel and staff members

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NAYS: _____

Mayor

ATTEST:

City Clerk

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IN WITNESS WHEREOF, WASHINGTON and the HIGH SCHOOL have set their hands and seals on the date and year first above written.

THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS
Illinois Home Rule Municipal

WASHINGTON COMMUNITY
HIGH SCHOOL DISTRICT #308 an
Illinois Public High School Corporation.

MAYOR

PRESIDENT

ATTEST:

ATTEST:

CITY CLERK
WASHINGTON

SECRETARY
HIGH SCHOOL