

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 _____, 2020.

AYES: _____

NAYS: _____

ATTEST:

Mayor

City Clerk

**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 _____, 2020.

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, 2020 and ending April 30th, 2021 the sum of *Eighty Thousand Dollars (\$80,000.00)* 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 Forty Thousand Dollars and 00 cents (\$40,000.00) on or before August 1st, 2020; and
- b. The sum of Forty Thousand Dollars and 00 cents (\$40,000.00) on or before December 1st, 2020.

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, 2020 and until April 30th, 2021. 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, 2021.

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**