

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND
THE BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186
REGARDING SCHOOL RESOURCE OFFICERS FOR THE TERM OF
AUGUST 14, 2023 THROUGH MAY 29, 2024.**

THIS AGREEMENT is effective as of the 14th day of August, 2023, between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation in the State of Illinois acting by and through its Police Department (hereinafter, the “City”), and the **BOARD OF EDUCATION OF SPRINGFIELD SCHOOL DISTRICT NO. 186**, a body politic and corporate of the State of Illinois (hereinafter, the “District”).

WITNESSETH:

WHEREAS, the City and the District (collectively, the “Parties”) are public agencies as defined by the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act, the Parties may enter into contracts to perform any governmental activity or undertaking which either party is authorized by law to perform; and

WHEREAS, the City operates a Police Department under the direction of the Chief of Police (the “Chief”); and

WHEREAS, the District desires to use the services of specially trained police officers of the City (“School Resource Officers”) in Lanphier High School, Southeast High School and Springfield High School (collectively, the “Schools”) to promote safety and security and establish positive working relationships between students, staff and the law enforcement community.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is for the City to assign School Resource Officers to work in the Schools, to establish the duties and responsibilities of the School Resource Officers, and to establish compensatory and operational guidelines associated therewith.

Section 2. School Resource Officers. The City and the District agree that:

A. The Chief shall select and assign one (1) School Resource Officer to Lanphier High School, Southeast High School and Springfield High School for service for the 2023-24 School Year, commencing on August 14, 2023, and ending on May 29, 2024, during regular school hours. The School Year includes all rescheduled school days resulting from emergencies such as snow.

B. Each School Resource Officer shall be selected, supervised and instructed to perform in accordance with the following description of services:

1. Promote security and safety in the school environment;
2. Assist school principal in developing and maintaining security and emergency plans for the school;

3. Monitor school building and grounds;
4. Assist school administrators in disciplinary matters as directed by the principal;
5. Conduct enforcement and investigation of suspected criminal matters consistent with state law and the City's Police Department policy while being sensitive to the needs of the District whenever possible and safe to do so.

C. Regular school hours shall consist of no more than eight (8) hours unless otherwise mutually agreed to by both the City and the District. The Parties acknowledge that the School Resource Officer will generally perform services hereunder on and about the assigned school grounds, and further acknowledge that such duties may require court appearances in respect to District-related matters, investigation of District-related matters, training in respect to District-related matters and bona fide police emergencies, which may require temporary assignment by the Chief to non-District-related matters. As allowed by City Code and the contractual agreement between the City and the Police Benevolent and Protective Association Unit #5, School Resource Officers are entitled to sick, personal, compensatory and vacation ("benefit") time. Should the assigned School Resource Officers be unavailable to work due to use of such benefit time, the City shall attempt to fill the position with another Springfield Police Officer.

D. Each School Resource Officer shall be subject to ongoing approval by the principal of the School to which such School Resource Officer is assigned, which approval shall not be unreasonably withheld.

E. While assigned to the Schools, School Resource Officers shall be subject to the primary direction and supervision of the Springfield Police Department. Secondary direction and supervision may be provided by the principal of the respective Schools as appropriate. To the extent that any such direction shall be inconsistent, the School Resource Officer shall respond to the direction of the School Resource Officer's department supervisor.

F. Conflicts between the City's Police Department policy and the District's needs shall be immediately reported to the Principal of the affected school and the School Resource Officer's immediate supervisor.

Section 3. City Duties and Responsibilities. The City agrees to all of the following:

A. To the extent that District policies and administrative rules shall not conflict with City policies or rules, School Resource Officers shall perform in accordance with such District policies and rules while assigned to the Schools.

B. The City shall perform evaluations of School Resource Officers in accordance with the City's established criteria and procedures, and school principals shall provide written input upon request of the City.

C. The City shall provide each School Resource Officer with a City-owned vehicle or authorize the use of a personal vehicle. The City shall also provide at the City's expense standard law enforcement equipment as routinely provided to other City police officers.

D. The City shall and does hereby indemnify, defend and hold the District harmless from and against all claims under the Worker's Compensation Act, Americans with Disabilities Act, Occupational Diseases Act and Family and Medical Leave Act.

E. Unless otherwise requested by the District, School Resource Officers shall perform all services hereunder in uniform.

F. School Resource Officers shall remain in the employment of the City, and the City shall be responsible for the administration and payment of all wages and benefits to such School Resource Officers, subject to compensation by the District as hereinafter provided.

G. The City shall provide a School Resource Officer if the assigned SRO is on an extended leave of 3 consecutive days or more during the school year.

Section 4. District Obligations. The District agrees to all of the following:

A. Oversight of the School Resource Officer Program shall be shared by the Chief and the Superintendent of the District.

B. The District shall provide adequate office space, furniture, office supplies, telephone access and secure filing cabinets for each School Resource Officer.

C. The District shall pay to the City all wages and benefits for three School Resource Officers for the 2023-2024 School Year commencing August 14, 2023, and ending on May 29, 2024, based on each School Resource Officer's prevailing rate of pay. A schedule of the estimated total wages and benefits for the School Resource Officers is set forth in Exhibit A attached hereto and made a part hereof, subject to adjustment based on each School Resource Officer's actual prevailing rate of pay during such periods. The City shall be responsible for the payment of any and all retirement contributions related to the School Resource Officers.

D. Subject to the approval of the Chief, if the District shall request and authorize overtime for a School Resource Officer, such requested overtime shall be reimbursed to the City at the rate paid by the City for the overtime services. The District shall not be required to reimburse the City for overtime not requested by the District.

E. The District shall indemnify and hold the City harmless from and against all claims, liabilities and expenses arising from or in connection with services rendered by School Resource Officers hereunder to the extent such claims, liabilities and expenses arise from the District's negligent acts or omissions. This indemnification shall not apply to any claims, liabilities or expenses arising from the performance of duties by a School Resource Officer off of property owned by the District.

F. During the term of this Agreement, the District shall promptly report all performance deficiencies or misconduct of a School Resource Officer to the Deputy Chief or Commander of Field Operations.

Section 5. Compensation to the City. The District shall compensate the City on a monthly basis for all wages and benefits as set forth in Section 4 of this Agreement. The City shall invoice the District for services each month, and the District shall make payment to the City within thirty (30) days of receipt of such invoice.

Section 6. Discipline. Subject to the provisions contained in Section 2(D) above, the Parties expressly agree that the City reserves the exclusive right to discipline and remove School Resource Officers from the Schools.

Section 7. Training. Specialized training needs of School Resource Officers shall be jointly determined by the District and the City.

Section 8. Body Worn Cameras. The District and the City agree that School Resource Officers shall wear Body Worn Cameras while on duty working at the District. To the extent that audio or video files contain images of students on school property or at school-related events, the Springfield Police Department shall consult with the District prior to any disclosure to determine whether the disclosure of the record would violate the Family Educational Rights and Privacy Act, the Illinois School Student Records Act, or any other law related to student privacy prior to any disclosure.

Section 9. Term. Subject to the termination provisions contained elsewhere in this Agreement, the term of this Agreement shall be from August 14, 2023 through May 29, 2024.

Section 10. Successors. This Agreement shall inure to the benefit of and shall be binding upon the successors of the Parties.

Section 11. Severability. If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

Section 12. Time for Performance. Time is of the essence in this Agreement.

Section 13. No Waiver. No waiver of a breach or violation of any provision of this Agreement shall be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

Section 14. Assignment. This Agreement and the rights, obligations and duties of the Parties shall not be assignable or otherwise transferable without the prior written consent of each party hereto.

Section 15. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed to:

If to the District, to:

Superintendent of Schools
Springfield School District No. 186
3063 Fiat Avenue
Springfield, Illinois 62703

If to the City, to:

Office of the Mayor
City of Springfield
Room 300 Municipal Center East
800 East Monroe Street
Springfield, IL 62701

Section 16. Construction. The provisions of this Agreement have been negotiated, written and reviewed by both Parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

Section 17. Amendments. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by authorized representatives of each of the Parties.

Section 18. Termination. Either party may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the other party or such earlier time as is mutually acceptable to both the Parties. Payment shall thereafter be made to the City for all services performed and reimbursable expenses incurred up to the effective date of said termination in accordance with the terms of this Agreement.

Section 19. Third Party Beneficiaries. This Agreement shall not create any rights for the benefit of any third party.

Section 20. Entire Agreement. This document together with all exhibits attached hereto which are made a part hereof, constitute the entire agreement of the Parties and supersede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

Section 21. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

**CITY OF SPRINGFIELD, ILLINOIS, a
municipal corporation**

Frank Lesko, City Clerk

By:_____
Misty A. Buscher, Mayor

ATTEST:

**BOARD OF EDUCATION OF SPRINGFIELD
SCHOOL DISTRICT NO. 186**

Julie Hammers, Secretary

By:_____
Micah Miller, President