

ORDINANCE NO. 22-05-19

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHILlicothe, ILLINOIS AND ILLINOIS VALLEY CENTRAL SCHOOL DISTRICT #321 – SRO

WHEREAS, the City of Chillicothe and Illinois Valley Central School District #321 desire to establish a the SCHOOL RESOURCE OFFICER (S.R.O.) Program; and

WHEREAS, the S.R.O. Program will place One (1) Chillicothe Police Officer into the Illinois Valley Central School District #321 schools; and

WHEREAS, the terms associated with the renew of the Program have been incorporated into an intergovernmental agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF CHILlicothe, PEORIA 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.

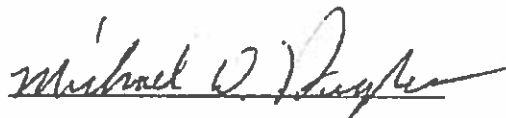
Section 2. That the Mayor and City Clerk of the City of Chillicothe be, and hereby are, authorized, empowered, and directed to enter into and execute an Intergovernmental Agreement on behalf of the City of Chillicothe in substantially the form of the document attached hereto, marked Exhibit "A," and 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 9th day of May, 2022.

AYES: Eight (8)

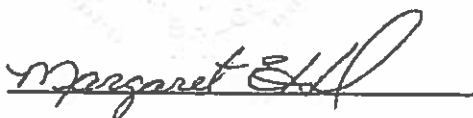
NAYS: None (0)

ABSTAIN: None (0)



Mayor

ATTEST:



City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHILLCOTHE, PEORIA COUNTY, ILLINOIS
AND THE ILLINOIS VALLEY CENTRAL SCHOOL DISTRICT #321 TO PROVIDE FOR A SCHOOL RESOURCE
OFFICER**

THIS AGREEMENT is made and entered into between the CITY OF CHILLCOTHE, an Illinois municipal corporation ("CHILLCOTHE") and ILLINOIS VALLEY CENTRAL SCHOOL DISTRICT #321 this 9th day of May, 2022.

WHEREAS, CHILLCOTHE and the ILLINOIS VALLEY SCHOOL DISTRICT #321 desire to establish a School Resource Officer Program which will permit the Chillicothe Police Department to work directly within Illinois Valley Central District #321 Schools 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 Chillicothe Police Department and the Illinois Valley Central District #321 personnel, students, parents, and other related service agencies in order to promote a safe and secure educational environment within the Illinois Valley Central District #321 Schools; and

WHEREAS, CHILLCOTHE and ILLINOIS VALLEY CENTRAL DISTRICT #321 are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970; and

WHEREAS, CHILLCOTHE and ILLINOIS VALLEY CENTRAL DISTRICT #321 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, CHILLCOTHE and ILLINOIS VALLEY CENTRAL DISTRICT #321 agree as follows:

1. SCHOOL RESOURCE OFFICER

CHILLCOTHE, through its Police Department, shall provide to ILLINOIS VALLEY CENTRAL DISTRICT #321 one (1) Chillicothe 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 General Order G29-16 of the Chillicothe Police Department, a copy of which is attached hereto as Exhibit "A", and incorporated in this agreement as though fully set forth. The General Order G29-16 may be modified, amended, or otherwise changed by CHILLCOTHE from time to time, as deemed necessary and expedient by CHILLCOTHE and its Police Department, in their sole and exclusive discretion.

2. FINANCIAL OBLIGATION FOR ILLINOIS VALLEY CENTRAL DISTRICT #321

Although the School Resource Officer will be a full-time employee of the Chillicothe Police Department, receiving the usual and customary benefits and salary, as solely determined and designated by CHILLCOTHE, the ILLINOIS VALLEY CENTRAL DISTRICT #321, in a

cooperative effort to fund the School Resource Officer Program, shall pay to CHILLCOTHE for the Fiscal Year beginning May 1st, 2022 and ending April 30th, 2023 the sum of Eighty Six Thousand Eight Hundred Forty Dollars (\$86,840.00) and for the Fiscal Year beginning May 1st, 2023 and ending April 30th, 2024 the sum of Eighty Eight Thousand Eight Hundred Sixty Six Dollars (\$88,866.00) 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-Three Thousand Four Hundred Twenty Dollars (\$43,420.00) on or before August 1st, 2022 and
- b. The sum of Forty-Three Thousand Four Hundred Twenty Dollars (\$43,420.00) on or before December 1st, 2022.
- c. The sum of Forty-Four Thousand Four Hundred Thirty-Three Dollars (\$44,433.00) on or before August 1st, 2023 and
- d. The sum of Forty-Four Thousand Four Hundred Thirty-three Dollars (\$44,433.00) on or before December 1st, 2023.

3. TRAINING AND DEVELOPMENT OF SCHOOL RESOURCE OFFICER

CHILLCOTHE and ILLINOIS VALLEY CENTRAL DISTRICT #321 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. CHILLCOTHE and ILLINOIS VALLEY CENTRAL DISTRICT #321 agree that they will share equally (50/50) all costs associated with the attendance of the National School Resource Officer Training Conference. CHILLCOTHE will pay the initial costs of the National School Resource Officer Training Conference and invoice ILLINOIS VALLEY CENTRAL DISTRICT #321 for half of the costs for reimbursement. It is agreed CHILLCOTHE will pay all 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

CHILLCOTHE shall save and hold ILLINOIS VALLEY CENTRAL DISTRICT #321 free, harmless and indemnified from and against any and all claims brought by an 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; workers compensation claims; federal and state tax withholding claims; and overtime reimbursement claims. The parties acknowledge that it is the intent of this Agreement that the School Resource Officer will be and remain an employee of CHILLICOTHE.

5. TERM OF AGREEMENT

This agreement shall remain in full force and effect from and after May 1st, 2018 and until April 30th, 2020.

6. AMENDMENT

This agreement may be amended pursuant to written agreement of CHILLICOTHE and ILLINOIS VALLEY CENTRAL DISTRICT #321. All amendments to this agreement must be made in writing and signed by the authorized representatives of CHILLICOTHE and ILLINOIS VALLEY CENTRAL DISTRICT #321. CHILLICOTHE hereby designates the Chief of Police of the Chillicothe Police Department as its authorized representative for the purposes of this paragraph. ILLINOIS VALLEY CENTRAL DISTRICT #321 hereby designates the Superintendent of Schools as its authorized representative for purposes of this paragraph.

7. TERMINATION

This agreement may be terminated by CHILLICOTHE or ILLINOIS VALLEY CENTRAL DISTRICT #321 as of April 30th, 2019 by providing written notice of termination to the other party on or before November 1, 2018.

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 Chillicothe:

Mayor of Chillicothe
City of Chillicothe
908 N. Second Street
Chillicothe, IL 61523

With a Copy to:

Chief of Police
City of Chillicothe
823 N. Second Street
Chillicothe, IL 61523

To Illinois Valley Central District #321

Illinois Valley Central District #321
Superintendent of Schools
1300 W. Sycamore
Chillicothe, IL 61523

9. BINDING EFFECT

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

10. TIME OF THE ESSENCE

It is specifically declared that time is of the essence of the 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, CHILLCOTHE and ILLINOIS VALLEY CENTRAL DISTRICT #321 have set their hands and seals on the date and year first above written.

THE CITY OF CHILLCOTHE

ILLINOIS VALLEY CENTRAL DISTRICT #321

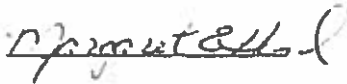


MAYOR

PRESIDENT

ATTEST:

ATTEST:



CITY CLERK

CHILLCOTHE

SECRETARY

ILLINOIS VALLEY CENTRAL DISTRICT #321