

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GENESEO, ILLINOIS
AND GENESEO COMMUNITY UNIT SCHOOL DISTRICT #228
FOR PROVISION OF POLICE SCHOOL LIAISON SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT made this 11th day of August, 2011, by and between the CITY OF GENESEO, ILLINOIS, an Illinois municipality (hereinafter referred to as CITY OF GENESEO), and GENESEO COMMUNITY UNIT SCHOOL DISTRICT #228, an Illinois unit of government (hereinafter referred to as GENESEO SCHOOLS);

WITNESSETH:

WHEREAS, the CITY OF GENESEO and GENESEO SCHOOLS are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act as defined in Illinois Compiled Statutes; as authorized by Article VII, Section 10, of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Illinois Constitution and the Illinois statutes encourage and provide for units of local government to cooperate and to enter into Intergovernmental Agreements in any manner not prohibited by law or ordinance, to their mutual benefit; and

WHEREAS, GENESEO SCHOOLS is interested and the CITY OF GENESEO is willing to provide Police School Liaison services to GENESEO SCHOOLS as a joint venture.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein as though fully set forth.
2. The CITY OF GENESEO authorizes and permits GENESEO SCHOOLS to use the services of a sworn Police Officer of the CITY OF GENESEO as the Police School Liaison Officer during such times as the GENESEO SCHOOLS are in session during the school year. The CITY OF GENESEO and GENESEO SCHOOLS shall determine by common agreement the specific officer to be assigned the duty of Police School Liaison Officer for the school year. The Police School Liaison Officer shall report to the CITY OF GENESEO's Chief of Police of the Department or other command officers in the normal chain of command. The CITY OF GENESEO shall provide the Police School Liaison Officer with a uniform allowance and all the equipment and training necessary to accomplish his/her duties. GENESEO SCHOOLS shall pay Sixty seven (67%) of the annual gross cost of the wages for the sworn Police Officer for his/her duties as the Police School Liaison Officer, said gross cost, including his/her annual salary, based upon a 2,080 hour normal working year; his/her cost of health and dental insurance; the City's portion of his/her Police Pension Fund and Social Security payment; and his/her dues for membership in the Fraternal Order of Police. GENESEO SCHOOLS shall pay 100% of the Police School Liaison Officer's wages for duty assignments for school events which occur after regular school hours, when so requested by GENESEO SCHOOLS, said wages to include only

his/her regular or overtime wages, as applicable, plus the City's portion of his/her Police Pension Fund and Social Security payments.

3. In the event of a scheduling conflict, the parties shall attempt to resolve the conflict amicably. If the Police School Liaison Officer is needed in Court to provide testimony for either party, such services will take precedence over either party's general needs for his/her services.

4. The CITY OF GENESEO shall maintain a vehicle for the use of the Police School Liaison Officer.

5. The Police Department of the CITY OF GENESEO shall submit to the CITY OF GENESEO and GENESEO SCHOOLS a bi-weekly time sheet indicating all hours the Police School Liaison Officer has provided services and shall separate these hours between the CITY OF GENESEO and GENESEO SCHOOLS. The CITY OF GENESEO shall pay the Police School Liaison Officer for all such hours submitted. The CITY OF GENESEO shall then submit to GENESEO SCHOOLS an itemized bill based upon the hours worked related to the services provided by the Police School Liaison Officer to GENESEO SCHOOLS at a cost as described in paragraph 2, above. The bill shall be submitted quarterly based upon the wages for duty assignments for school events which occur after regular school hours, when so requested by GENESEO SCHOOLS, Sixty seven (67%) of the annual gross cost of wages as described in paragraph 2 above for the Police School Liaison Officer, for last full pay period or periods for the month. GENESEO SCHOOLS shall pay these bills at the next available billing cycle following approval by the Board of the GENESEO SCHOOLS.

6. For the purposes of ensuring effective function of the Police School Liaison Officer, GENESEO SCHOOLS shall provide him/her with an appropriate office or workspace within the GENESEO SCHOOLS facilities. The contact person for the CITY OF GENESEO shall be THOMAS PIOTROWSKI, Chief of Police. The contact person for GENESEO SCHOOLS shall be Scott Kuffel, Superintendent of Schools, or his designee.

7. Each party shall inform its respective liability insurance carrier of the terms of this Agreement and will take all necessary steps to insure that the Police School Liaison Officer is covered for liability purposes for such times that he/she is providing services for each party. For these purposes, the Police School Liaison Officer shall be considered to be providing services for GENESEO SCHOOLS for all hours that GENESEO SCHOOLS is required to pay the CITY OF GENESEO for his/her services. Each party shall reimburse and hold the other party harmless from liability for acts or omissions of the Police School Liaison Officer while he/she is providing services for such party.

8. The CITY OF GENESEO shall provide workers' compensation insurance coverage, wage withholding, and other employment-related benefits for the Police School Liaison Officer.

9. Both parties shall comply with any and all federal, state and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to the parties, their employees, agents or subcontractors, if any, with respect to the program described in this Agreement.

10. The term of this Agreement shall be one (1) year beginning July 1st and ending June 30th and shall automatically renew for like periods. During the term of this Agreement either party may terminate it upon the giving of thirty (30) days' written notice of such intention prior to the end of the term, or by mutual agreement at any time within the term of this Agreement.

11. This Agreement constitutes the total agreement between the parties and no amendments, alterations, or changes shall be made except those which are in writing and signed by the parties. The parties anticipate that such changes may occur, given the developing nature of this service. The parties will use their best efforts to make such changes expeditiously.

12. In addition to such other remedies as may be provided by law, in the event of either party's breach of any of the terms of this Agreement, any equipment, supplies, or other property (or the funds expended for such) as provided by the other party for the non-complying party's use or the furtherance of this Agreement may be recovered.

13. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date above-written.

GENESEO COMMUNITY UNIT
SCHOOL DISTRICT #228

CITY OF GENESEO

By: _____
Doug Ford, President
Geneseo CUSD #228 Board of Education

By: _____
Linda VanDerLeest, Mayor

Attest: _____

Attest: _____
Loree Phlypo, City Clerk