

AMENDMENT No. 1

TO

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF PEORIA AND PEORIA PUBLIC SCHOOLS DISTRICT 150

DATED AUGUST 14, 2014

Whereas, the City of Peoria ("City") and the Peoria Public School District 150 ("District") entered into an Intergovernmental Agreement ("Agreement") on August 14, 2014 whereby the City of Peoria agreed to place four (4) City of Peoria police officers in certain, specific District High Schools; and,

Whereas, on May 13, 2015, due to fiscal and other reasons, the District gave notice to the City that it was terminating the Agreement under Paragraph 3 of the Agreement; and,


Whereas, due to continued discussions with the City and in view of the pendency of its application for a COPS Grant, the District has reconsidered and changed its decision to terminate the Agreement;

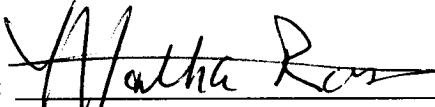
Whereas the City and the District agree that the first year of the Intergovernmental Agreement was successful and both wish to continue the program;


IT IS HEREBY AGREED AS FOLLOWS:

1. The District hereby withdraws its Notice of Termination of Agreement dated May 13, 2015;
2. The City accepts the District's withdrawal of its Notice of Termination dated May 13, 2015;
3. The City and the District wish to continue the program under the terms of the Intergovernmental Agreement, subject to the following amendments:
 - a. Paragraph 1 ("Program") is hereby amended to provide for a total of three (3) Police Officers for the 2015-2016 school year to the extent possible, said officers to be assigned to Peoria High School, Manual Academy, and Richwoods High School;
 - b. Paragraph 4 ("Appropriations") is hereby amended, the last sentence to read as follows: "In addition, the District specifically agrees that should the City not receive four (4) positions in the next COPS grant funding period that this Agreement will terminate at the conclusion of the 2015-2016 school year."
4. All other terms of the Agreement not inconsistent herewith are unchanged and remain in effect.

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

CITY OF PEORIA
 Dated: August 25, 2015 By: 
 Patrick Urich, City Manager

PEORIA PUBLIC SCHOOL DISTRICT 150
 Dated: 10/13/15
 By: 
 Martha Ross, President


 Peoria Cop Counsel

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PEORIA
AND
PEORIA PUBLIC SCHOOLS DISTRICT 150**

This Intergovernmental Agreement (Agreement) is made, and entered into this 14th day of August, 2014, by and between the City of Peoria (hereinafter "City") and Peoria Public Schools District 150 (hereinafter "District"), for the purpose of placing City of Peoria police officers in certain, specific District schools.

WHEREAS, Article VII, Section 10 of the Illinois Constitution, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*) provide the City and the District (hereinafter collectively "the Parties") with the authority to enter into this Agreement regarding the placement of police officers in District schools;

WHEREAS, the City and the District wish to place police officers in District schools in an effort to provide a safe and secure environment in the schools; and

WHEREAS, the City and the District intend to utilize sworn City Police Officers for certain, specific schools, and

WHEREAS, the City and the District find that it is in the best interests of the City, the District, and its students that Peoria police officers be assigned to certain, specific schools.

NOW, THEREFORE, in consideration of the foregoing, the City and the District agree to the following:

- 1) **Program:** The City shall assign a total of five (5) Police Officers between Peoria High School (Central), Manual Academy, Richwoods High School, and Woodruff Career Technical Center during the school year, beginning with the 2014-2015 school year and continuing through the 2017/2018 school year with a fifth Police Officer assigned and available to cover any Police Officer's absence at any of the above-referred schools. (The Police Officer Job Description is attached hereto as Exhibit A and made a part hereof). The Police Officers shall at all times be considered employees of the City of Peoria. The Police Officers shall receive compensation from the City, and shall be, in all operational matters, under the direction and control of the City. While on duty at a School, a Police Officer shall cooperate and coordinate his/her activities with the School Principal and District Safety Administrator to the extent that is reasonable and consistent with City policy/directives. Further, the Parties understand and agree to the following:

- a) The Police Officers shall not be responsible for enforcing school rules, and this responsibility will remain with school staff and District Security Officers but shall report violations of school rules to the appropriate District employee;
 - b) The District's Security Officers may assist the City's Police Officers in arrests, but only under the direct supervision of the City's Police Officers;
 - c) The District Security Officers do not have arrest powers;
 - d) The District shall be responsible for notifying assigned Police Officers of students with special needs or specific behaviors to ensure that those students are dealt with appropriately and the Police Officers, to the extent that is practical and reasonable, shall be responsible for acquainting themselves with such students' needs and behavioral plans.
 - e) The District and the City agree to work cooperatively to identify Police Officers that are well suited for the school environment and the District shall be afforded the opportunity to participate in the selection and annual performance evaluation processes. The City agrees to make every reasonable effort to staff the District with officers for the duration of a school year. Upon the District's request, the City shall give strong consideration to replacing an assigned officer with another officer, per the special assignment selection process. The District and the City agree that this Agreement does not supersede the PPBA Collective Bargaining Agreement, particularly as it relates to bidding for shift/assignment, transfers, and the selection of officers for special assignments.
 - f) The Police Officers shall abide by all City policies, state and federal laws, and District policies pertaining to District employees while on School property, that by their nature are applicable to the Police Officer's position and function, and that do not conflict with the policies/directives of the City.
 - g) When a Police Officer will be absent for more than two days, the City shall provide a substitute Police Officer.
- 2) **Payment for Police Services:** The District shall compensate the City for the services of the Police Officers at a rate of \$47.01 per hour per officer for each hour worked. The District shall pay said amount to the City in monthly installments as invoiced by the City in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. This hourly amount shall be paid for the Police Officers' services from 7:00 a.m. to 3:00 p.m. on school days or at times and days as otherwise assigned by the City. For all hours worked by the Police Officers beyond the specific, above-established times, the District shall pay the City at the Police Officers' hourly rate as established by the City.
- 3) **Term of Agreement:** This Agreement shall be in effect beginning August 14, 2014 and terminating on the last day of the 2017-2018 school year subject to the below as well as Sections Four and Five herein. Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the other party, specifying the date of termination and in that event neither Party shall be liable for breach, damages or penalties of any kind whatsoever. Such notice to be given at least thirty (30) calendar days prior to the specified date of termination of

participation. The written notice provided herein shall be given by registered mail or certified mail.

Notice shall be as follows:

City of Peoria
Attn: Chief of Police
600 S.W. Adams St.
Peoria, Illinois 61602

Peoria Public Schools District 150
Attn: Superintendent of the District
3202 N. Wisconsin Ave.
Peoria, Illinois 61603

- 4) **Appropriations:** The obligation of both Parties hereto are subject to, and contingent upon the appropriation of funds sufficient to discharge each Party's obligations hereunder. If either Party does not appropriate or authorize sufficient funds in order for either party to discharge its obligations created herein, then this Agreement shall terminate when all funds duly authorized and properly appropriated are exhausted without liability of either Party for breach, damages or penalties of any kind whatsoever. In addition the District specifically agrees that should the City not receive five positions in the next COPS grant funding period that this Agreement will terminate at the conclusion of the 2014-2015 school year.
- 5) **Termination Pursuant to Court Decision:** Should any Court of competent jurisdiction hold this Agreement to be violative of any Collective Bargaining Agreement entered into by either party hereto, this Agreement shall be terminable at the option of either Party without any liability for breach, damages or penalties of any kind whatsoever.
- 6) **Indemnification:** The Parties hereby expressly agree, to the extent permitted by Illinois law, to hold harmless, indemnify and defend the other party, and its personnel, directors, officers, and agents, from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party, or the party's own employees, that arise out of the this Agreement, provided that such claims, demands, liabilities, losses, suits in law or in equity made by a third party, or employees, are not the result of willful and wanton misconduct on the part of the indemnified party's personnel. All employee benefits, wages, disability payments, pensions, workers compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Parties' employees for matters arising out of this Agreement be the sole and exclusive responsibility of each respective Party.
- 7) **Validity:** Unless the Court holds this Agreement violative of a Collective Bargaining Agreement as provided in Paragraph Five above, the invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason, any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid or unenforceable, then that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

- 8) **Force Majeure:** Neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include, but are not be limited to, acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility outages/failures, or natural disasters.

- 9) **Venue:** This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of Peoria County, Illinois.

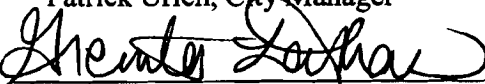
- 10) **Complete Agreement:** This Agreement sets forth and constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous agreements, arrangements and understandings, oral or written, regarding the subject matter of this Agreement. This Agreement may be amended or modified, in whole or in part, only by a written document signed by the City and the District specifically stating that it amends or modifies this Agreement. No waiver of this Agreement or any of its promises, obligations, terms or conditions shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.


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

Dated: 8.14.14

By: 
Patrick Urich, City Manager

Dated: 8/12/14

By: 
Grenita Lathan, Superintendent of Schools


Donald B. Leist
Peoria Corporation Counsel

ATTACHMENT A

PEORIA POLICE OFFICER JOB DESCRIPTION

NATURE OF WORK:

This is public safety work in the protection of life and property and the enforcement of laws and ordinances.

Work involves responsibility for negotiating, mediating and resolving conflicts and disputes; using discretionary coercive physical or legal force when necessary; making immediate and independent judgments, with little or no consultation, affecting the lives, freedom and reputations of citizens while being held fully accountable and responsible to the law and the City for decisions made and consequences of action or inaction taken; safeguarding constitutional and statutory rights of individuals; answering to multiple authorities and parties for actions taken; making on-the-spot decisions under conditions of personal hazards and internal and external stress; and exercising considerable discretion while taking effective action, based upon sound judgment and knowledge, to resolve existing emergencies or to prevent possible emergencies or criminal activities; may receive assignments which require specialized abilities and knowledge usually acquired through and in-service training; and provides supervision or guidance to less experienced officers. Work is performed under general supervision and is subject to standard checks and observations.

ILLUSTRATIVE EXAMPLES OF WORK:

- Patrols a designated area of the city on foot, or in a motorized vehicle, to preserve law and order; to prevent and discover the commission of crimes and to enforce traffic and parking regulations and other ordinances and regulations.
- Performs vice control or suppression work investigating places and persons suspected of being engaged in gambling, prostitution or other illegal activities; monitors the operation of taverns, dance halls and the like for compliance with City laws and ordinances.
- Performs criminal and other investigations; initiates investigations when deemed appropriate; does preliminary and follow-up investigative work; gathers evidence, takes photographs at investigative scenes; finds, discovers, and preserves latent fingerprints; protects and preserves crime scenes; interrogates and interviews witness', victims, suspects and other persons; conducts line-ups 'when necessary; makes arrests; makes detailed reports; prepares for and testifies as a witness in court.
- Responds to all calls for services involving crimes and assistance; administers Emergency Medical Treatment when necessary; safeguards sensitive and private information concerning individuals, and personal and business reputations.
- Maintains or restores order at gatherings or public events; performs all duties as assigned during emergencies.
- Performs investigative and enforcement work in sensitive matters such as juvenile runaways or juveniles connected with crimes.
- Provides instruction, direction, supervision and guidance to less experienced Police Officers, applies training received to developing good judgment, effectiveness, and efficiency as a Police Officer; provides one-to-one supervision on an assigned shift as well as guidance and supervision in dealing with crimes in progress; observes and evaluates performance and prepares reports.
- Conducts operations research studies requiring the application of highly technical research methodology, analytical techniques and conceptual abilities.
- Performs special skills such as bomb detection and disposal, anti-hostage, sniper control, crime laboratory, canine use or training, surveillance, patrol, breathalyzer, chemical munitions high speed driving, Emergency Medical Treatment, etc.
- Prepares records and reports.
- Performs related work as required.

REQUIREMENTS OF WORK:

- Graduation from high school; or any equivalent combination of training and experience which provides the following knowledge, abilities and skills:
- Knowledge of the methods, techniques, principles and modern practices of modern police work.
- Knowledge of pertinent Federal and State laws, City ordinances, and departmental orders, policies and procedures.
- Knowledge of the geography and demographic features of the City.
- Ability to apply methods and techniques of modern police work to day-to-day situations.
- Ability to demonstrate advanced skills required in assigned specialty areas.
- Ability to rapidly and accurately recall names, faces and details of incidents.
- Ability to understand and carry out oral and written instructions.
- Ability to deal courteously with the general public, particularly at times under adverse conditions.
- Ability to create and maintain effective working relationships with other employees, City officials and the general public.
- Ability to work in or around dangerous, unpleasant and offensive environments.
- Ability to maintain peace and order during potentially violent or disruptive situations.
- Ability to enforce the law, tactfully with people of various economic, ethnic, and cultural backgrounds.
- Ability to apprehend or subdue potentially violent or dangerous persons or animals, frequently without assistance.
- Ability to respond calmly during emergencies.
- Ability to demonstrate physical strength and agility in order to perform duties assigned.
- Ability to recognize and remember characteristics, associates and activities of criminals and other persons with special needs and problems.
- Ability to work in a situation in which the role of a Police Officer is large ambiguous and undefined.
- Ability to handle stress, frequently and continuing, both internal and external, in the performance of duties.
- Ability to communicate in a clear and concise manner to a wide variety of people from different cultural, ethnic and occupational groups.
- Ability to analyze data, reach sound and logical conclusions and prepare technical reports.
- Skill in the use of firearms, firefighting equipment, emergency medical equipment, data processing equipment, chemical munitions, air and gas masks, surveillance equipment, and other technical and/or specialized equipment used by the Police Department.

NECESSARY SPECIAL REQUIREMENT:

Must meet all requirements established by the Peoria Board of Fire and Police Commissioners.

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