

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PANA AND THE BOARD OF EDUCATION OF
PANA UNIT SCHOOL DISTRICT #8
PROVIDING FOR POLICE PRESENCE AT SCHOOL EVENTS.**

WHEREAS, both the **Board of Education of Pana Unit School District #8** (hereinafter “**School District**”) and the **City of Pana** (hereinafter “**City**”) are interested in fostering positive relationships with students, parents, and staff in an effort to promote safety and collaboration with law enforcement; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the School District desires to have a City police officer assigned on a contract basis for certain school events as requested from time to time by School District; and

WHEREAS, the City is willing, if resources permit, to provide a police officer for that purpose pursuant to the terms referenced in this Agreement; and

WHEREAS, the Parties believe a police presence at certain school events will foster positive relationships with students, parents and school staff and promote the safety and security of students, staff, and the school premises; and

WHEREAS, the School District and the City are desirous of entering into this Agreement for the purposes of promoting safety, security, and order for the staff, students, and premises at the School District and of establishing a cooperative relationship between the School District’s and the City’s law enforcement efforts.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and other good and valuable consideration, the School District and City agree as follows:

I. REQUEST FOR SERVICES.

- A. School District by and through approved personnel will, whenever a police officer is desired at a school event, make a request with the Pana Police Chief requesting the presence of a police officer. Such request shall be made at least 14 days prior to the event and include the date, time and location for the event; the approximate time commitment for the event and other information as reasonably required by the Police Chief.
- B. Upon receipt of a request for services, the Police Chief will determine if police personnel are available to be present at the event. The Police Chief will promptly notify the requestor of his decision regarding the deployment of police personnel to the event. The Police Chief has sole discretion to determine whether resources are available to provide police presence at the requested event.

II. PROVISION OF SERVICES.

- A. All police officers assigned to a School Event pursuant to this agreement shall at all times be under the direction and control of the City acting by and through the Chief of Police. Such officers shall not be considered school employees for any purpose.
- B. Police officers assigned to a School Event will follow City of Pana rules, and regulations governing their conduct in the delivery of services at such event.
- C. Police officers shall not be considered School Resource Officers as that term is defined by the Illinois School Code.

III. COMPENSATION.

- A. The School District will pay the City a minimum of two hundred dollars (\$200.00) for the assignment of a police officer to a school event and the first four hours of coverage. Any assignment lasting more than four hours will be compensated at the initial amount of two hundred dollars plus \$65.00 per hour for each additional hour or fraction thereof. The city will promptly invoice the School District for the amount charged in providing police presence at the school event. The School District will promptly remit payment.
- B. The School District will not contract directly with any Pana police officer for the provision of police services at any school event.

IV. OTHER TERMS AND CONDITIONS

- A. **Complete Agreement.** This Agreement sets forth all the covenants, conditions, and promises between the Parties. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.
- B. **Relationship of the Parties.** Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the City and the School District. No party shall become bound, with respect to third parties,

by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

C. Indemnification.

1. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the City, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the “**City Indemnified Parties**”) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the City Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the “**School Indemnitors**”), but only to the extent caused in whole or in part by any negligent act or omission of the School Indemnitors.
2. To the fullest extent permitted by law, the City agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the “**School Indemnified Parties**”) from and against any and all liabilities, loss, claim (including employment claims), demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the City or any employee in performance of this Agreement, or any act or omission of the City or of any employee, agent, contractor or volunteer of the City (the “**City Indemnitors**”), but only to the extent caused in whole or in part by any negligent act or omission of the City Indemnitors.
3. Nothing contained in Section IV.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the City under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.

- C. **Insurance.** Each Party shall keep in full force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000.00 per occurrence and in the aggregate. Within seven days of the last Party’s execution of this Agreement, each Party shall furnish to the other a certificate of insurance evidencing the insurance obligations under this Agreement. Each Party may satisfy the insurance obligations under this Section III.D. by utilizing excess or umbrella insurance or self-insurance. Each party shall name the other Party’s Indemnitors (defined in Section III.C.) as additional insured on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against the other Party’s Indemnitors.

- E. Term and Renewal.** This Agreement shall take effect upon the execution of this Agreement and shall be in full force and effect for a period of one (1) year thereafter.
- F. Termination.** This Agreement may be terminated by either Party at any time upon 90 days advance written notice to the other Party. Sections III and IV.C shall survive termination of this Agreement.
- G. Amendments and Modifications.** This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- H. Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Assignment.** Neither party hereto may assign its respective rights or duties hereunder.
- J. Waiver of Breach.** If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.
- K. Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

CITY OF PANA

PANA UNIT SCHOOL DISTRICT #8

By: _____
Mayor

By: _____
Board President

Date: _____

Date: _____

ATTEST:

ATTEST:
