

INTERGOVERNMENTAL AGREEMENT
FOR USE OF BODY WORN CAMERAS BY POLICE ON SCHOOL DISTRICT
PROPERTY

THIS INTERGOVERNMENTAL AGREEMENT is by and between the Board of Education of Bloomingdale School District 13 (the "District"), and the Village of Bloomingdale Police Department (the "Village"), collectively referred to as the "Parties".

I. BACKGROUND

A. Pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance.

B. The Parties are "public agencies" within the meaning of the Illinois Intergovernmental Cooperation Act.

C. The Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10-1 *et seq.*) was recently enacted into law enabling police officers to utilize body worn cameras ("BWC") in certain situations.

D. The Village and District recognize both the merit and potential problems that may arise from a School Resource Officer's use of a BWC while on District property.

E. The parties desire to enter into this Agreement to enable Village School Resource Officers to utilize BWCs in accordance with law and subject to the restrictions contained in this Agreement.

F. This Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the parties.

II. COOPERATION AND AUTHORITY

A. The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

B. The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with the terms of this IGA.

C. The term of the Agreement shall commence on the effective date and end only upon written notice by one of the Parties (the "IGA Term").

III. BODY WORN CAMERA USAGE

A. During the school day, the School Resource Officer shall not activate his/her body worn camera except in the following situations:

1. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
2. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
3. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed.
4. As otherwise required by state law.

B. When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the School Resource Officer has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the School Resource Officer, unless impractical or impossible, must indicate on the recording the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.

C. The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:

1. Conversations with students and staff that are unrelated to the investigation of a crime;
2. Meetings with school administrators, counselors, deans and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;
3. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
4. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.

D. The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a

school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances.

E. The School Resource Officer will notify the School Principal of any recording made in the course of his/her duties as School Resource Officer. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, the Village Police Department will provide the District copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. The Village Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. The Village Police Department will notify the School District's point of contact prior to a student(s) or District employee.

F. The provisions in this Agreement shall only apply to the School Resource Officer or an officer acting in the capacity of the School Resource Officer while conducting duties as the School Resource Officer. This Agreement shall not apply to other law enforcement officers from the Village or any other law enforcement agency.

G. To the fullest extent permitted by law, District ("Indemnitor") shall indemnify, defend, and hold harmless the Village, and its elected officials, employees, agents, affiliates, successors, and assigns (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to any breach or alleged breach of this Section by the assigned School Resource Officer.

IV. OTHER TERMS AND CONDITIONS

A. 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. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved party shall notify the party alleged to be in breach of the nature of the breach. The party alleged to be in breach shall have ten (10) days to cure the breach; if the nature of the breach is such that a cure cannot reasonably be affected within ten (10) days, the party alleged to be in breach shall not be held in default so long as it commences a cure in the ten (10) day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party shall have all legal and equitable remedies arising from the breach.

C. This Agreement shall be binding on the Parties and their respective successors, including successors in office.

D. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the 18th Judicial Circuit Court located in DuPage County, Illinois, or the federal district court for the Northern District of Illinois.

E. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.

F. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. The Parties acknowledge that no representations have been made which have not been set forth herein.

G. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

H. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will be granted or denied at the Party's sole discretion.

I. This Agreement is for the benefit of the Parties and no other person is intended to or shall have any rights, interest, or claims under this Agreement or be entitled to any benefits under or because of this Agreement as a third-party beneficiary or otherwise.

J. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

K. 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. This Agreement commences on the effective date and will remain in effect until terminated by one of the Parties. The Parties may terminate the agreement by providing written notice of the termination of the agreement, which shall be effective 5 school business days following the written notice.

L. The Parties hereto have caused this Agreement to be executed by the Superintendent of Bloomingdale School District 13 and the Village Manager of the Village of Bloomingdale. Their signatures are attested to by the respective clerk and secretary of these public bodies.

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: _____
Superintendent

Attest: _____

Date: _____

[MUNICIPALITY]:

By: _____
Village Manager

Attest: Parola S. Hagan
Village Clerk

Date: _____

[Seal]

