

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE *CITY OF GENEVA* AND GENEVA SCHOOL DISTRICT #304  
PROVIDING FOR A SCHOOL RESOURCE OFFICER**

This Agreement is entered into this 15<sup>th</sup> day of Nov 2021, by and between the corporate authorities of the *CITY OF GENEVA*, Illinois, a municipal corporation (the "City") and the Board of Education of Geneva Community School District #304 (the "District").

**WHEREAS**, the District desires to have, a School Resource Officer ("SRO") detailed to the District's High School.

**WHEREAS**, the *CITY OF GENEVA* is willing to provide such SRO in exchange for the payment outlined in this Agreement; 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**, both the *CITY OF GENEVA* and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

**WHEREAS**, the *CITY OF GENEVA* and the District have entered into similar Intergovernmental Agreements for said SROs and that all previous said Intergovernmental Agreements are terminated and that the terms and conditions of this Intergovernmental Agreement will be binding between the parties for the services of SROs.

**NOW, THEREFORE**, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

**SECTION 1. INCORPORATION OF RECITALS**

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

**SECTION 2. TERM**

The services under this Agreement shall commence on October 1, 2021 and continue in full force and effect until September 30, 2026.

### **SECTION 3. PURPOSE**

This agreement establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the Agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community in addition to reducing crime committed by juveniles and young adults.

### **SECTION 4: MISSION**

The mission of the SRO Program is to facilitate, promote, and help maintain a safe, secure, and nurturing school learning environment that is flexible in meeting the academic, social, and emotional needs of each student. The SRO Program accomplishes this mission by establishing a working relationship with high school personnel to create and maintain a safe, secure, and orderly learning environment for students, staff, and the school community. The SRO will serve as a positive role model to instill in students good moral standards, judgement, and respect for other students and a sincere concern for the high school community. SRO's will promote greater awareness of the law to enable students to become better informed members of the community, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequence of violations of the law. SRO's will serve as a confidential source of counseling for students and parents concerning law-related problems they face as well as providing information on community resources available to assist them.

### **SECTION 5: ORGANIZATIONAL STRUCTURE**

5.1 Supervision. The day-to-day operational and administrative control of the SRO Program will be the responsibility of the Geneva Police Department. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the chain of command in the City of Geneva Police Department. On a daily basis, the School Resource Officer will collaborate with school and district administrators on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators; however their ultimate responsibility is to carry out their duties as a police officer, as expressed and interpreted through the Geneva Police Department chain of command.

5.2 Relationship of Parties. The police officer assigned to the School District shall be considered an employee of the City and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for sworn police officers, including attendance at all authorized training. The parties agree that no person supplied by the Police Department to accomplish the goals of this Agreement is a School District employee and that no rights under school district employment, retirement, or personnel rules accrue to such person.

When local law enforcement are present on school property, the SRO will conduct themselves according to accepted legal practices, recognizing the responsibility and authority of high school officials to manage the high school environment and work with high school officials to minimize any impact their actions might have on that environment.

## **SECTION 6: PROCEDURES**

6.1 Concept. SRO's are enforcement officers in regards to criminal matters only and not enforcers of school regulations. Officers are not school disciplinarians and should not assume this role. SROs report directly to the SRO Police Department Supervisor in connection with assignment of law enforcement instruction and normal law enforcement duties. SRO's are not formal counselors, and will not act as such, however, they are to be used as a law-related resource to assist students, faculty, and staff, and all persons involved with the School District. SROs are to be used as instructors of law enforcement topics, and will provide instruction when the School District requests it under the supervision of a certified teacher. SROs can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. SROs may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

6.2 Selection. When the position of SRO is vacant, the CITY OF GENEVA's Police Department will provide to the District qualified candidates to interview. Candidates will have completed their probationary period, as a sworn police officer, hold a School Resource Officer certificate, comply with all requirements of the Police Training Act of Illinois regarding

School Resource Officers and certification, and demonstrate the following characteristics:

1. Effective leadership abilities;
2. Positive, proactive attitude; interpersonal and problem-solving skills;
3. Conflict resolution skills;
4. Verbal and written communication skills;
5. Self-motivated; ability to work autonomously;
6. Ability to interact effectively, productively, and professionally with the Police Department, court systems, school community, school staff, students and parents/guardians;
7. Experience in and knowledge of drug and gang awareness;
8. Understanding of child and adolescent development and exceptional development (disability awareness);
9. Ability to implement age-appropriate practices for conflict resolution, developmentally informed de-escalation and crisis intervention methods, and restorative practices;
10. Knowledge of and experience with a variety of social media platforms;
11. Excellent attendance record.

The final selection shall be made by the City's Chief of Police. Selection criteria will include, but not be limited to:

1. Oral presentation;
2. Performance reports;
3. Experience;
4. Interpersonal skills

6.3 Replacement of an SRO. The Parties hereto acknowledge and agree that the SRO position is a rotating assignment for a non-determinate period, but the Chief of Police of the CITY OF GENEVA shall make reasonable efforts to maintain consistent assignments during a given school year. The District recognizes that because the SRO is an employee of the CITY OF GENEVA, the CITY OF GENEVA, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO as necessary.

If during the term of this Agreement, the City of Geneva or District determines that the SRO is not suitable or is not able to meet the expectations of the District, the Superintendent of the district shall confer with the Chief of Police regarding the concern. If the concern cannot be addressed or resolved by action of the Chief of Police to the satisfaction of the District, the Superintendent can request the assignment of a new SRO. If the Chief of Police elects not to assign a new SRO, the Superintendent shall have the right to terminate this Agreement upon 30 days' written notice to the Chief of Police.

#### **SECTION 7. OBLIGATIONS AND RESPONSIBILITIES OF *CITY OF GENEVA* THROUGH ITS POLICE DEPARTMENT**

The District and CITY OF GENEVA seek to implement an SRO program whereby the SRO serves in the role of an educator, informal counselor, and law enforcer. With regard to maintaining a safe and secure environment and the discipline of students, the District and CITY OF GENEVA seek to create a partnership with the SRO to create effective, positive high school discipline that: (a) functions in concert with efforts to address high school safety and climate; (b) is not simply punitive (e.g., zero tolerance); (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

The Parties acknowledge and agree that all student, personnel, medical and district-related business records generated by District employees or students shall be the property of the District. The parties agree to comply with all applicable state and federal laws, included but not limited to the Mental Health and Developmental Disabilities Confidential Act, the Federal Family Educational Rights and Privacy Act ("FERPA"), the Illinois School Student Records Act, the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), the Illinois

Personnel Records Review Act, Freedom of Information Act and all applicable rules and regulations governing the release of student, personnel, and health or medical records. The designated SRO shall be deemed to be a school official with legitimate educational or administrative interest in the students as provided in FERPA (20 USC §1232g; 34 CFR §99.31) and the Illinois School Student Records Act (105 ILCS 10/6(a)(2)). To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity without consent or as permitted by law. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this agreement may constitute law enforcement records and be the property of the Geneva Police Department. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute school student records. Notwithstanding the foregoing, the Parties shall comply with the Reciprocal Reporting Agreement entered into by the District and the Geneva Police Department, as may be amended by the Parties from time to time. Moreover, notwithstanding the termination of this agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following the termination. Prior to the SRO's use of a body camera in the school, the City shall provide to the School District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department's policy for when the cameras will be turned on while the officer is on duty in the high school and the expectations of privacy of the School District's students, invitees, and employees, and the School District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the School District as otherwise allowed by law.

The Police Department shall assign to the District on a full-time basis the officer chosen to act as the SRO. The SRO shall report to the high school's principal or principals. However, the SRO will remain an employee of the *CITY OF GENEVA* and all personnel rules applicable to the *CITY OF GENEVA*'s police officers shall continue to apply to the SRO, and the SRO will at all times abide by all personnel rules of the Police Department. Moreover, the *CITY OF GENEVA* shall be fully responsible for all employee-related obligations. The SRO shall remain under the command of the Chief of Police at all times and shall be subject to the administration, supervision, and control of the *CITY OF GENEVA*, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The *CITY OF GENEVA*

shall at all times be considered the SRO's employer and the *CITY OF GENEVA* shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the *CITY OF GENEVA*. The *CITY OF GENEVA* is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The SRO shall be covered by the *CITY OF GENEVA*'s worker's compensation insurance.

#### 7.1 Duties and Responsibilities of SRO:

The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:

1. Enforce all State of Illinois laws and municipal ordinances to coordinate efforts to provide a safe and nurturing high school learning experience that is flexible in meeting the academic, social, and emotional needs of each student;
2. SRO is not a disciplinarian and will not enforce the Student Code of Conduct. The SRO will assist with maintaining a safe and secure high school environment. School code of conduct violations and routine discipline of students remains the responsibility of school administrators and that law enforcement actions (such as arrest, citations, ticketing, or court referrals) are only to be used as a last resort for incidents that involve criminal behavior or when it becomes necessary to protect the safety of students, faculty, and staff from the threat of immediate harm.
3. Provide information and give presentations to students, staff and parents to support and empower schools to be welcoming centers of family and community engagement.
4. Appear and testify in court proceedings and school suspension review and expulsion hearings as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation.

5. Be proactive regarding patterns of delinquency, criminal activity and problem areas around the high school to strive toward prevention, operational excellence and efficiency.
6. Assist high school personnel with managing escalated and agitated visitors, disruptive students, crowd control and vehicle traffic patterns to strive toward prevention, safety, operational excellence and efficiency.
7. Maintain open communication with high school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans and identify proactive solutions.
8. Maintain and report to the District a record of reported law enforcement incidents and arrest activities for the specific school designated for the reporting officer.
9. Serve as liaison between the District and the Police Department.
10. Maintain a high level of visibility during arrival, lunch, passing periods and departure as schedule permits; and
11. Investigate all criminal complaints involving juveniles taking place at Geneva High School.
12. The District retains the right to add, delete and update essential job duties and responsibilities as necessary, subject to approval of the Chief of Police.

## 7.2 Enforcement

Although the SRO has been placed in a formal education environment, he/she is not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations should be issued, and arrests made when appropriate and in accordance with department responsibility.



### 7.3 Level of Service

Based upon the operational needs of the *CITY OF GENEVA*'s Police Department in any unusual circumstances as determined by the Chief of Police, the level of service provided to District under this agreement shall be at the discretion of the Chief of Police with adjustments in payments by District accordingly.

### 7.4 Additional Services.

Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the *CITY OF GENEVA*.

## **SECTION 8. OBLIGATIONS AND RESPONSIBILITIES OF *GENEVA SCHOOL DISTRICT***

*The School District will provide the SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:*

### 8.1 Accommodations:

The District will provide office space and the following commodities necessary to accomplish the objectives set forth above: Private office, District computer with video camera access, District office phone, District view capability of camera systems, Key Fob for the Electronic Access Control System, keys for appropriate/necessary interior and exterior access, VLAN and IP based access through the District computer network that allows the SRO access to municipal computer systems, District administrative level access on District Internet access to conduct investigations, a District two-way radio with frequencies for all District schools and District area wide networks, and adequate and secure storage for any sensitive information or equipment used by the SRO.

## **SECTION 9. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES FOR SRO COMPENSATION.**

### 9.1 Payment

District shall reimburse the *CITY OF GENEVA* for officers assigned to the high school as provided for herein. Upon the selection of any officer, the *CITY OF GENEVA* shall provide the District with a statement in a form substantially similar to Exhibit A, attached hereto and made a part hereof, setting forth the cost of the SRO as a non-probationary police officer's salary.

### 9.2 Overtime costs.

District further agrees to only pay the overtime cost incurred by the *CITY OF GENEVA* wherever a principal or District administrator requests the SRO for school sponsored events/activities. Said overtime costs will be the responsibility of the District.

### 9.3 Overtime Reports.

The SRO will complete a *CITY OF GENEVA* overtime form and submit same for his/her supervisors for approval.

9.4 The *CITY OF GENEVA* will pay the SRO's costs as agreed upon and shall invoice the District once during a fiscal year for District financial obligations as set forth above.

9.5 The *CITY OF GENEVA* will bill the District on a monthly basis for all overtime costs.

## SECTION 10. STAFFING

The *CITY OF GENEVA* will assign a police officer to serve as a SRO for the school calendar year, of which the SRO shall work eight (8) hours per day. The *CITY OF GENEVA* shall assign an SRO to Geneva High School consistent with the District's school calendar and normal student hours of operation., except as otherwise mutually agreed by the Parties or as set forth herein. The District may from time-to-time request that the SRO work at an extracurricular high school event or activity outside of the SRO's customary hours ("Evening Time"). If an SRO works such Evening Time at the District's request, the Parties understand and agree that the District shall pay overtime for such Evening Time unless the SRO's customary hours are adjusted accordingly. The Parties understand and acknowledge that the mutual intent of the Parties is that each SRO shall be assigned by the *CITY OF GENEVA* to the District forty (40) hours per week during the school year. The SRO shall be present every day during the school year that classes are scheduled to take place, except as the Parties may otherwise mutually agree from time to time to compensate for Evening Time and avoid overtime, and as otherwise

provided herein. Any semi-permanent or permanent adjustment to the SRO's schedule shall be in writing and subject to the agreement of the *CITY OF GENEVA* and the District.

While on-duty at the District and serving in the capacity as SRO, the SRO shall wear appropriate Police Department apparel at the discretion of the Chief of Police while maintaining a professional appearance in compliance with Department policy and District dress policy. The SRO will be armed and will also carry handcuffs and a Police Department radio.

#### **SECTION 11. ABSENCE OF EMPLOYEES**

The SRO will be encouraged by the Parties to minimize discretionary absences on school days. In the event of the unavailability of the SRO due to sickness, injury, use of approved benefit time, required training or any other reason, for an extended period of time such SRO shall be temporarily replaced by another *CITY OF GENEVA* police employee as determined by the Chief of Police at no additional cost to the District. For the purposes of this section, an extended period of time shall be considered six or more consecutive days of normal school operation, unless agreed upon by both parties. The police employee assigned to serve in the role of the temporary SRO shall have completed all required training to be designated a Juvenile Police Officer as defined in Section 1-3 of the Juvenile Court Act of 1987. The *CITY OF GENEVA* shall provide the identity of the temporary SRO. The SRO may be required to attend training sessions during a duty day or a day when students are not in attendance. Said training sessions will be scheduled on school improvement days, institution days and school holidays when possible. The *CITY OF GENEVA* shall provide prompt notice to the applicable school as to the nature of the absence and the expected duration. The Chief of Police at all times maintains the authority to reassign an officer to other duties, whether on a temporary or permanent basis.

#### **SECTION 12. TERMINATION**

Either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement. In the event of emergency, safety issue, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the high school or District, as determined by the District in its

sole reasonable discretion, the District may immediately suspend this Agreement until such condition has been remedied to the District's satisfaction. The early termination of this Agreement by either party shall not absolve the District from its obligation to reimburse the City for its costs hereunder.

### **SECTION 13. INDEMNIFICATION AND INSURANCE**

13.1 The District shall and hereby does indemnify and hold harmless the *CITY OF GENEVA*, its officials, officers, agents, employees and assigns against any claims, demands, loss, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the SRO(s), the *CITY OF GENEVA*, its officers or employees.

13.2 The *CITY OF GENEVA* shall and does hereby indemnify and hold harmless the District, its officials, employees, volunteers and agents against any claims, demands, loss, costs and expenses, including attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful misconduct of the District, its officials, employees, volunteers, and/or agents.

13.3 Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the District and/or *CITY OF GENEVA* and/or any of their respective officials, officers, employees, volunteers and or/agents.

13.4 Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS § 10/1-101 *et seq.*

13.5 The *CITY OF GENEVA* and District agree that they will each obtain and maintain, at all times during the term of the Agreement, liability insurance policies, including coverage for automobile liability, personal injuries and property damage, issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, with an “A-5” or better rating in the current edition of Best’s Key Rating Guide, with contractual coverage containing agreements to defend, indemnify and hold harmless as set forth in the section below, and in no event will such policies have less than the following coverage:

- i. Comprehensive general liability in the minimum amount of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate, as applicable, combining single limit, bodily injury and property damage.
- ii. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
- iii. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.
- iv. Workers’ Compensation not less than the statutory minimum and Employer’s Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for all of its employees, in strict compliance with state law, and will be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Each party may satisfy the insurance obligations herein through a self-insured intergovernmental risk pool or agency or through the party’s self-insurance. All such policies in which either Party is a named insured shall name the other Party’s members, employees, agents, and volunteers as additional insureds. The Parties shall furnish one another with certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement each year in which the Agreement is in effect. The policies shall provide that the policies will not be terminated, canceled or materially changed without ten (10) days advance

written notice to the other Party to the Agreement. Any such payment made will be reimbursed by the other Party upon demand.

#### **SECTION 14. STUDENT RECORDS:**

14.1 All records maintained or created by the school or its students shall be the sole property of the District and shall be maintained at the District in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations governing the release of these records. In addition, *CITY OF GENEVA* and any person handling such records on its behalf shall comply with the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*, and the Family Educational Rights and Privacy Act, 20 USC §1232g and all corresponding regulations.

14.2 All records maintained or created by the police department shall be the sole property of the *CITY OF GENEVA* and shall be maintained by the *CITY OF GENEVA* in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations, including a reciprocal reporting agreement, if applicable, governing the release of these records.

#### **SECTION 15. GENERAL PROVISIONS**

##### **15.0 Amendment**

Any terms or conditions of this Agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the *CITY OF GENEVA* and the District.

##### **15.1 Severability**

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections

contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

#### 15.2 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

#### 15.3 Assignment/Binding Effect

Neither party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives, and successors in interest.

#### 15.4 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 or prevent either party from enforcing such provisions.

#### 15.5 Merger Clause, Amendment

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

#### 15.6 Counterparts

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

#### 15.7 Compliance with All Laws

The *CITY OF GENEVA* and the District shall at all times observe and comply with applicable laws, ordinances, regulations and codes of Federal, State and other government agencies, which may in any manner affect the performance of this Agreement.

#### 15.8 Governing Law and 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 arising out of or in connection with this Agreement shall be in the Circuit Court of the 16<sup>th</sup> Judicial Circuit, Kane County, Illinois.

#### 15.9 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the *CITY OF GENEVA* or the District, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the *CITY OF GENEVA* or the District respectively.

#### 15.10 Notice

Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the parties as set forth below:

If to the District:	Superintendent of Schools Geneva Community School District #304 227 North Fourth Street Geneva, IL 60134
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If to *CITY OF GENEVA*: Chief of Police  
CITY OF GENEVA  
20 Police Plaza,  
Geneva, IL 60134

Either party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

15.11 Authority to Execute

The Parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

CITY OF GENEVA

GENEVA COMMUNITY UNIT SCHOOL  
DISTRICT #304


By:

  
CITY OF GENEVA Mayor

By: \_\_\_\_\_

Board of Education President

Attest:

  
CITY OF GENEVA Clerk

Attest:

Board of Education Secretary

Dated: 11-15-21

Dated: \_\_\_\_\_

## Exhibit A

<b>School District Cost</b>
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● Base Salary (2080 hours)	\$100,737.73
● Holiday Pay (16 hours)	\$ 774.91
● INV/School – Related Overtime	\$ 0.00
	\$101,512.64
	÷2
<b>School District Share:</b>	<b>\$50,756.32</b>

Detective VandornRATES USED

2080 hours @ \$48.4316 per hour = \$100,737.73 2

H / 16 hours @ \$48.4316 per hour = \$ 774.91 OT /

0 hours @ \$72.6474 per hour = \$ 00. 0 Total:

\$101,512.64

÷2

\$50,756 (rounding down)

*(OT hours (99) were projected hours for FY2020-2021. This number will not be met due to COVID-19 restrictions on athletics and other events)*