

**PEORIA COUNTY/PEORIA COUNTY SHERIFF-
DUNLAP UNIT SCHOOL DISTRICT 323
INTERGOVERNMENTAL AGREEMENT FOR POLICING SERVICES**

The COUNTY of PEORIA, Illinois, a body Politic and Corporate (hereinafter COUNTY), Chris Watkins, PEORIA COUNTY SHERIFF (hereinafter SHERIFF), and the Governing Board of DUNLAP UNIT SCHOOL DISTRICT 323, (hereinafter SCHOOL DISTRICT 323), collectively referred to as "Parties" enter into this agreement for policing services (hereinafter Agreement) on the _____ day of _____, 2025, and do agree that:

SCHOOL DISTRICT 323 maintains a facility and program located at 5220 West Legion Hall Road, Dunlap, Illinois for the benefit of the students it serves; and

SCHOOL DISTRICT 323 has determined that a need presently exists for on-site policing services at that facility to provide additional security and to prevent or reduce crime; and

SCHOOL DISTRICT 323 may need on-site policing services at other SCHOOL DISTRICT 323 facilities to provide additional security and to prevent or reduce crime; and

the SHERIFF and the COUNTY have agreed to provide policing services to SCHOOL DISTRICT 323 pursuant to this Agreement.

FURTHERMORE, public agencies are authorized to enter into agreements pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*); the SHERIFF, the COUNTY, and SCHOOL DISTRICT 323 are all public agencies, as defined by Section 2 of the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/2); and the Parties have determined that it is in their respective and mutual best interests to enter into this Agreement and provide the services hereunder.

THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY, the SHERIFF, and SCHOOL DISTRICT 323 that:

1. **Recitals.** The above recitals shall be incorporated herein by reference.
2. **Term.** This Agreement shall be in effect for a period from August 13, 2025 through and including May 25, 2028 without snow days, unless terminated sooner by either party upon tendering ninety (90) days written notice to the other Party in accordance with the notice provision contained in Paragraph 22 of this Agreement.
3. **Renewal.** This Agreement may be renewed by amendment pursuant to Paragraph 18, or a new successor agreement may be executed by the Parties.
4. **Default.** In the event either Party to this Agreement fails to perform any of the terms and conditions contained herein, the Party failing to perform shall be considered to

be in default of this Agreement. Upon written notification from the non-defaulting Party, the defaulting Party shall have thirty (30) days from the receipt of said notice to cure the default or to commence activities to cure the default if the default cannot reasonably be cured within the thirty (30) day period. Should the defaulting Party fail to cure the default, or take action to cure the default, if applicable, within the thirty (30) day period, the non-defaulting Party may take such action as is available in law or equity. If a Party is found to be in default in a court of law or equity, the defaulting Party shall be responsible for all costs, fees and expenses, including attorneys' fees, incurred by the other Party which result from or are associated with such default and the enforcement of the terms of this Agreement.

5. **Payments.** SCHOOL DISTRICT 323 shall pay to the COUNTY monthly installments as detailed in the chart below:

	Contract Year 1 2025-2026	Contract Year 2 2026-2027	Contract Year 3 2027-2028
Month	Monthly Installments	Monthly Installments	Monthly Installments
August	\$13,846	\$14,261	\$14,689
Sept.-April	\$23,078	\$23,770	\$24,483
May	\$20,237	\$20,844	\$21,469
Yearly Total	\$218,707	\$225,265	\$232,022

In the event of snow days, which extend the end of the school calendar, the additional rate will be \$490.00 per Deputy per day.

It is the expectation of the parties that if the Agreement is extended by mutual agreement, then payments made during the extended period will continue at the above rate as modified by Collective Bargaining Agreement increases in Deputy pay.

Said payments shall be in consideration for the assignment of sworn peace officers (hereinafter "officers" or "Deputies") to SCHOOL DISTRICT 323, for policing services and equipment costs incurred by the Peoria County Sheriff's Office in the performance of this Agreement. Payments for services rendered under this Agreement shall be due on September 1, 2025, and the first day of every month thereafter or 30 days from receipt of billing for a given month, whichever is later.

6. **Overtime.** SCHOOL DISTRICT 323 shall pay overtime when Deputies have worked more than forty hours in one week at a SCHOOL DISTRICT 323 facility, and shall only pay for overtime hours worked at a SCHOOL DISTRICT 323 facility. See Paragraph 11 for additional overtime terms.

7. **Employment of Peace Officers/Deputies.** The SHERIFF shall employ and the COUNTY shall fund a sufficient number of Deputies, and the Sheriff's Office will procure

such additional equipment, as is necessary for the policing services to be performed under the terms of this Agreement. All Deputies assigned to serve at a SCHOOL DISTRICT 323 facility shall remain employees of the SHERIFF and the COUNTY and shall not have the benefit, right or status of employment with SCHOOL DISTRICT 323. Any equipment owned by the SHERIFF or the COUNTY and used by Deputies assigned to a SCHOOL DISTRICT 323 facility shall remain at all times under the usage and control of the SHERIFF and the COUNTY, which shall bear the cost of maintaining such equipment.

8. **Control of Peace Officers.** The Deputies who are to perform policing services under this Agreement shall be assigned by the SHERIFF and remain subject to the SHERIFF'S control and direction. The assigned Deputies shall report to the Superintendent or his/her designee at the SCHOOL DISTRICT 323 facility and shall cooperate with that designee in carrying out their duties under this Agreement to the extent such cooperation is not countermanded by order of the SHERIFF. When feasible, the SHERIFF will assign the same Deputies to SCHOOL DISTRICT 323 for an extended period of time. The SHERIFF shall make all reasonable efforts to maintain such continuity in the assignment of Deputies to SCHOOL DISTRICT 323.

9. **Orientation Program.** The SHERIFF shall establish an orientation program for the assigned Deputies concerning their duties and responsibilities under the terms of this Agreement. The Deputies assigned to the SCHOOL DISTRICT 323 facilities shall be sent to specialized training as determined by the SHERIFF in consultation with SCHOOL DISTRICT 323.

10. **Communications System.** The COUNTY shall maintain a communications system adequate to provide twenty-four (24) hour police communications for the benefit of SCHOOL DISTRICT 323.

11. **Policing Services.** Policing services provided by the SHERIFF and the COUNTY to SCHOOL DISTRICT 323 shall consist of:

- a. The SHERIFF shall provide two Deputies five (5) days per week during regular school hours (0800-1600) and for additional times when school activities occur or for meetings with SCHOOL DISTRICT 323 staff and/or other individuals as requested by SCHOOL DISTRICT 323. Deputies shall be expected to schedule vacations and other days off in accordance with the schedule of the school. If a Deputy is unavailable due to illness or other reasons on a day that his or her presence is required, the SHERIFF shall promptly notify SCHOOL DISTRICT 323 of such unavailability and, at the discretion and request of SCHOOL DISTRICT 323, send a replacement Deputy until such time as the regularly assigned Deputy is available.
- b. The presence of a Deputy outside of regular school hours shall be determined by the SHERIFF in consultation with the Superintendent of SCHOOL DISTRICT 323, but regular school hours worked in combination with additional

- time shall not exceed a forty hour work week, unless requested by SCHOOL DISTRICT 323 and approved by the SHERIFF in his sole discretion, with any such overtime to be paid by SCHOOL DISTRICT 323 in addition to any other sums payable under this agreement pursuant to Paragraph 6 of this Agreement.
- c. During the time Deputies are present at SCHOOL DISTRICT 323 facilities, Deputies will enforce the laws of the State of Illinois and any other applicable laws (including parking enforcement).
 - d. Deputies shall be provided a convenient parking space at SCHOOL DISTRICT 323 facilities and shall also be provided an office with necessary work space. When assigned to provide policing services at a school, Deputies will eat meals at the school.
 - e. When assigned to a school during regular school hours, Deputies shall be available for emergency calls requiring their assistance off school grounds under this Agreement. The SHERIFF shall make all reasonable efforts to avoid using assigned Deputies for emergency calls requiring their assistance off school grounds. The SHERIFF shall not be responsible for providing replacement Deputies when emergency calls require temporary assistance and Deputies can return to their assigned duties at the school. The SHERIFF shall pay for the Deputies' time during emergency calls. If an emergency call causes Deputies to incur overtime, the SHERIFF shall be responsible for overtime expenses. In such instances, the SHERIFF agrees to review the allocation of the Deputies' hours and adjust the monthly billing to credit SCHOOL DISTRICT 323 for the time the Deputy is not at the school. The lack of services occasioned by an emergency call as described above shall not constitute a default under Paragraph 4 of this Agreement.
12. **Student Records.** It is expressly agreed by and between the Parties that any and all student records generated by assigned Deputies as a result of the implementation of this Agreement, and pursuant to same, shall be maintained and kept by the SHERIFF, and are not subject to release or disclosure except as authorized by federal and state law. It is understood, however, that SCHOOL DISTRICT 323 or its underlying school districts may have a reciprocal agreement with various law enforcement agencies which may by mutual agreement provide authority to obtain such records. Notwithstanding any terms in this Agreement, this Agreement shall not abrogate any of SCHOOL DISTRICT 323's responsibilities under state and federal student records law.
13. **Investigative Services.** The SHERIFF shall, at his discretion, and consistent with good policing practices, provide investigative services for SCHOOL DISTRICT 323 when such services are necessary to comply with this Agreement.
14. **Evaluation and Discipline.** Evaluation and discipline of the assigned Deputies shall be the responsibility of the SHERIFF and the Peoria County Sheriff's Merit

Commission. The assigned Deputies shall not be considered employees of SCHOOL DISTRICT 323 and shall only be subject to direction by the SHERIFF or his designee.

15. **Liability for Actions of Assigned Deputies.** The SHERIFF and the COUNTY agree to indemnify, defend and hold harmless SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys' fees, arising out of, caused by or resulting from any Deputy's actions or inactions or any policing services provided or failing to be provided by the SHERIFF. The SHERIFF and the COUNTY shall maintain liability insurance that covers the Deputies for their action or inaction on SCHOOL DISTRICT 323 property and for his action or inaction in providing services under this Agreement.

16. **Liability for Actions of SCHOOL DISTRICT 323.** SCHOOL DISTRICT 323 agrees to indemnify, defend and hold harmless the SHERIFF, assigned Deputies, and the COUNTY, the County Board, and their officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys' fees, arising out of, caused by or resulting from the actions or inactions of SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and/or assigns arising out of or related to this Agreement. SCHOOL DISTRICT 323 shall maintain liability insurance that covers SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and/or assigns for actions or inactions arising out of or related to the provision of education programs served by the SHERIFF under this Agreement.

17. **Liability for Employment Claims.** The SHERIFF and the COUNTY agree to indemnify, defend and hold harmless SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, of any nature, kind or description, including reasonable attorneys' fees, arising out of, caused by or resulting from the employment relationship between any Deputy and the SHERIFF, including, but not limited to, any claim which might arise out of potential overtime earned while serving at SCHOOL DISTRICT 323 but while employed by the SHERIFF and the COUNTY. The indemnification and other promises contained in this Paragraph 18 shall be void if SCHOOL DISTRICT 323, its governing board, officers, employees, volunteers, agents, successors or assigns, or any of them individually, utilize the services of an attorney other than the State's Attorney's Office, or an attorney designated by the State's Attorney, in defending a lawsuit filed alleging a claim arising out of, caused by, or resulting from the employment relationship between the Deputy and the SHERIFF, except with the express permission of the State's Attorney.

18. **Entire Agreement.** The foregoing constitutes the entire Agreement and no verbal statements shall supersede any of those provisions. This Agreement may be amended

by a mutual agreement executed with the same formalities and in the same manner by which this Agreement was executed.

19. **Choice of Law and Venue.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois. The Parties agree that the only appropriate venue for any action brought in connection with the rights and responsibilities created by this Agreement shall be Peoria County, whether such action is brought in a State or Federal Court.

20. **Intergovernmental Cooperation Act.** This Agreement shall be interpreted in accordance with the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) so that each Party may exercise and enjoy the power and authority of any other Party to fully perform the services provided under this Agreement.

21. **Effect of the Agreement.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns, if such assignment is allowed under Paragraph 24.

22. **Notice.** Any notice required to be provided hereunder shall be in writing and mailed overnight delivery and shall be sent, *via* facsimile to the addresses set forth below:

SCHOOL DISTRICT 323: Scott Dearman
TITLE: Superintendent
ADDRESS: 3020 W Willow Knolls Rd
Peoria, IL 61614

SHERIFF: Chris Watkins
TITLE: Sheriff
ADDRESS: 301 N Maxwell Rd
Peoria, IL 61605

COUNTY: Scott Sorrel
TITLE: Interim County Administrator
ADDRESS: 324 Main, Room 502
Peoria, IL 61602

23. **No Third Parties.** 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 or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

24. **Assignment.** No Party to this agreement shall assign its interest in this agreement without the prior written agreement of both other parties, which agreement shall not be unreasonably withheld.

25. **Authority to Execute.** Each Party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and that the individuals signing on behalf of them is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and date written above.

By: _____
Administrator of Peoria County

By: _____
Superintendent,
Dunlap Unit School District #323

BY: _____
Chris Watkins,
Peoria County Sheriff

By: _____
Board of Education, President

ATTEST: _____
Peoria County Clerk

ATTEST: _____
Dunlap Unit School District #323