

6/6/2014

46-R-14

A RESOLUTION

**Authorizing the City Manager to Execute an
Intergovernmental Agreement with the Evanston Township High
School District No. 202 for the Assignment of Two Evanston Police
Officers to be School Resource Officers**

WHEREAS, 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; and

WHEREAS, the City of Evanston and Evanston Township High School District No. 202 ("ETHS") are "public agencies" within the meaning of the Illinois Intergovernmental Cooperation Act and the aforementioned public agencies desire to enter into an intergovernmental agreement to share resources; and

WHEREAS, the intergovernmental agreement outlines that the City agrees to continue the deployment of two School Resource Officers from the Evanston Police Department with their primary duty assignment at ETHS and in consideration ETHS agrees to continue the employment of a Community and External Affairs Coordinator to work on vocational training and outreach to ETHS students (the "Intergovernmental Agreement," attached hereto as "Exhibit A"); and

**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS:**

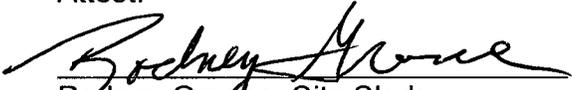
SECTION 1: The City Manager is hereby authorized to negotiate and further execute the Intergovernmental Agreement with Evanston Township High School

District No. 202, which will conform to the referenced objectives. The Intergovernmental Agreement will be approved as to form by the City's Corporation Counsel prior to execution.

SECTION 2: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: June 23, 2014

EXHIBIT A
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is entered into as of the latest date following the signatures hereon, by and between the EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, Cook County, Illinois (hereinafter "ETHS"), and the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter "City"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, 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; and

WHEREAS, the Parties are "public agencies" within the meaning of the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the City and ETHS desire to enter into this Agreement to continue to share resources to better the community; and

WHEREAS, the City agrees to continue the deployment of two School Resource Officers from the Evanston Police Department to work exclusively at ETHS and in consideration ETHS agrees to continue the employment of a Community and External Affairs Coordinator to work on vocational training and outreach to ETHS students; and

WHEREAS, the Parties wish to associate, cooperate, and enter into an intergovernmental agreement to define each Party's rights and responsibilities in regards to the ("Project"); and

WHEREAS, this Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the parties; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

- A. The foregoing recitals are incorporated herein as if fully set forth hereby.
- B. The City Manager, or his designee, shall administer this Agreement on behalf of the City and the Superintendent, or his designee, shall administer this Agreement on behalf of ETHS.
- C. The Parties acknowledge that each party shall bear their own cost and expenses incurred to comply with terms of this IGA and the Project.
- D. The term for the Project shall commence on July 1, 2014 and end on June 30, 2019 (5 years) (the "IGA Term").

- E. Prior to the execution of this Agreement, the City deployed two police officers to ETHS for primary duty assignment as a school resource officer (“SRO”) at ETHS. The City agrees to continue the deployment of the two SROs for primary duty assignment during the IGA term as follows: (1) two SROs will be assigned to ETHS during the ETHS academic school year (180 days per calendar year); (2) only one SRO will be assigned to ETHS during the ETHS summer school year (28 days per calendar year); and (3) the Parties agree that during the non-school year period, the SROs will be deployed to duties with the Evanston Police Department outside the scope of this IGA.
- F. Prior to the execution of this Agreement, ETHS employed a Community and External Affairs Coordinator to work full-time on vocational training and outreach to ETHS students during the IGA Term (“ETHS Community and External Affairs Coordinator”). ETHS agrees to continue the employment of a ETHS Community and External Affairs Coordinator and develop a plan with stated goals and initiatives for the ETHS Community and External Affairs Coordinator to continue to consult and guide efforts during the IGA Term.
- G. Prior to the execution of this Agreement, the City and ETHS formed a joint committee to meet quarterly to review the progress of these initiatives including the work of the school resource officers, the progress of school safety initiatives such as lighting and camera installation adjacent to the campus, and ETHS career and job programs including participation in vocational training and post-graduation employment of students. The City and ETHS agree to continue the quarterly meetings of the joint committee to review the progress of the aforementioned initiatives.
- H. The Parties agree to cooperate fully, to execute any and 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.
- I. 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 effected 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.
- J. Indemnification:
 - (a) To extent authorized by the laws of the State of Illinois, the City shall indemnify and hold ETHS harmless against any and all claims, demands, damages, liabilities and costs incurred by ETHS which resulted from any negligent act or omission of the City, its agents, or employees, pertaining to its activities and obligations under this Agreement.

(b) To extent authorized by the laws of the State of Illinois, the ETHS shall indemnify and hold City harmless against any and all claims, demands, damages, liabilities and costs incurred by City which resulted from any negligent act or omission of ETHS, its agents, or employees, pertaining to its activities and obligations under this Agreement.

K. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to City:

Wally Bobkiewicz
City Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Richard Eddington
Chief of Police
City of Evanston
1454 Elmwood
Evanston, IL 60201

W. Grant Farrar
Corporation Counsel
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

If to ETHS:

Dr. Eric Witherspoon
Superintendent
1600 Dodge Avenue
Evanston, IL 60201

William Stafford
Chief Financial Officer
1600 Dodge Avenue
Evanston, IL 60201

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

M. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.

N. 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.

O. 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.

P. In the event that 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.

Q. 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.

- R. 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 on account of this Agreement as a third party beneficiary or otherwise.
- S. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the Superintendent of the Evanston Township High School District No. 202 and the City Manager of the City of Evanston. Their signatures are attested to by the respective clerks of these municipalities, and their respective corporate seals have been hereunto affixed on the day and year written below.

**EVANSTON TOWNSHIP HIGH SCHOOL
DISTRICT NO. 202:**

By: _____	Attest: _____
Superintendent	
	[Seal]
Date: _____	

CITY OF EVANSTON:

By: _____	Attest: _____
City Manager	City Clerk
	[Seal]
Date: _____	