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**THE CITY OF ASSUMPTION**  
CHRISTIAN COUNTY, ILLINOIS

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ORDINANCE NO. 794

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**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
WITH CENTRAL A & M COMMUNITY UNIT DISTRICT NO. 21 FOR PUBLIC  
SAFETY SERVICES**

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DEREK PAGE, Mayor  
JANET WALLER, City Clerk

ROSS WORKMAN  
GARY NELSEN  
SELENA REED  
KANDY SMITH  
TRAVIS SULIVAN  
DONNY WALDEN  
City Aldermen

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PASSED BY THE CITY COUNCIL  
OF THE CITY OF ASSUMPTION, ILLINOIS  
ON THE 3 DAY OF MAY, 2023

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Published in pamphlet form by authority of the Mayor and Aldermen of the City of Assumption  
on May 9, 2023

Sorling Northrup – One North Old State Capitol Plaza, Suite 200, Springfield, IL 62701

ORDINANCE NO. 794

**AN ORDINANCE OF THE CITY OF ASSUMPTION, CHRISTIAN COUNTY, ILLINOIS, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH CENTRAL A & M COMMUNITY UNIT DISTRICT NO. 21 FOR PUBLIC SAFETY SERVICES.**

**WHEREAS**, the City of Assumption and Central A & M Community Unit District No. 21 are units of government of the State of Illinois; and,

**WHEREAS**, intergovernmental agreements are expressly allowed by Article VII Section 10 of the Illinois Constitution of 1970, and by Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5; and,

**WHEREAS**, the City is located within the District, has historical ties to the District, and its citizens are served by the District; and,

**WHEREAS**, schools operated by the District are located within the City, and are located within the jurisdiction covered by police services provided by the City; and

**WHEREAS**, in order to serve their citizens, the City and the District desire to provide additional security at the District's schools.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASSUMPTION, CHRISTIAN COUNTY, ILLINOIS**, as follows:

**Section 1.** The above recitals are incorporated into this Section 1 and made a part hereof by this reference.

**Section 2.** Approval of Intergovernmental Agreement. The Intergovernmental Agreement attached hereto as "Exhibit A" is hereby approved and the appropriate officers are hereby authorized to execute said agreement; further, the appropriate officers are authorized to

agree upon and to make non-material and non-substantive changes to the attached Intergovernmental Agreement prior to its execution without further action by the City Council.

**Section 3.** If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this Ordinance.

**Section 4.** All ordinances, resolutions, motions or orders in conflict with the provisions of this Ordinance are hereby superseded to the extent of such conflict.

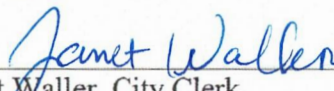
**Section 5.** This Ordinance shall be in full force and effect immediately upon its adoption.

PASSED BY THE CITY COUNCIL OF THE CITY OF ASSUMPTION, ILLINOIS, AT A REGULAR MEETING THIS 3 DAY OF MAY, 2023.

Yeas: 6  
Nays: 0  
Absent: 0

  
\_\_\_\_\_  
Derek Page, Mayor

ATTEST:

  
\_\_\_\_\_  
Janet Waller, City Clerk



INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN  
CENTRAL A & M COMMUNITY UNIT DISTRICT 21  
AND CITY OF ASSUMPTION  
FOR PUBLIC SAFETY SERVICES

This Agreement, made this 8<sup>th</sup> day of May, 2023, by and between Central A & M Community Unit District 21, Christian County, Illinois, hereinafter called School District and the City of Assumption, Illinois a municipal corporation, hereinafter called City.

WITNESSETH:

WHEREAS, the School District and City are in agreement to initiate a School Resource Officer Program, creating the position of School Resource Officer, establishing duties and responsibilities for said Officer and designating funding levels that the School District and City would cover for said Officer's salary and benefits; and

WHEREAS, the Mayor of the City and the Superintendent of the School District have been duly authorized by the Assumption City Council and the Central A & M Community Unit District 21, respectively, to enter into this Agreement.

IT IS NOW THEREFORE AGREED by and between said parties in consideration of the respective covenants and agreements set forth herein, and in accordance with the powers granted under Article 7, Section IV of the Constitution of the State of Illinois of 1970, and under an Act authorizing the execution of an intergovernmental agreement (5 ILCS 220/5 et seq.), as follows:

1. SCHOOL RESOURCE OFFICER PROGRAM:

- A. The City of Assumption School Resource Officer position is an appointment to the Assumption Police Department subject to the same chain of command and supervisory structure as other officers. The School Resource Officer is an employee of the City and is considered to be on special assignment to the School District during the regular school year publicly and duly designated and scheduled by the School District.

While on such special assignment, the School Resource Officer duty station shall be in the School District's schools located within the City, primarily the Central A & M Middle School, which shall serve as the School Resource Officer's office and base of operations; the School Resource Officer shall seek to promote a positive relationship between law enforcement personnel and the youth of the community while representing the Police Department in matters concerning the School District students and administrative/education staff.

- B. The general responsibilities of the School Resource Officer shall be as follows:

1. Serve as the liaison between the Central A & M School District and the Assumption Police Department, promote effective communication between the school and law enforcement authorities, and coordinate the provision of police services to the school.

2. Serve as a consultant to the School District in matters of crime prevention, law enforcement, community youth services and related matters.
  3. Assist Central A & M School District staff with school discipline, referring any appropriate disciplinary violations to responsible school staff.
  4. Work with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. The School Resource Officer shall patrol the school and grounds, supervise parking lots, monitor pedestrian and vehicular traffic on school grounds, and prevent loitering and trespassing on school property.
  5. Conduct and or coordinate the police investigation of incidents involving Central A & M Schools, its staff and students. The School Resource Officer will also investigate other cases or perform other duties assigned by the Chief of Police or his designee.
  6. Assist school personnel to monitor the school lunch periods for safety and protection.
  7. Develop and maintain familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
  8. Confer with and assist deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
  9. Participate in providing advice and guidance to students and parents and assist in referral to appropriate community services.
  10. Assist school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
  11. Assist school staff in the supervision of extra-curricular school activities, as requested.
  12. Complete and maintain Police General Offense, Supplemental and other reports as required by the Assumption Police Department.
  13. Perform other related duties necessary to maintain an effective School Resource Officer Program.
- C. The Assumption Police Department will be responsible for the selection of the School Resource Officer. The officer selection criteria will include, but not be limited to: desire, training, experience, and recommendations from supervisory personnel. The Central A & M Middle School principal or designee shall meet informally, no less frequently than bi-annually, with the City's Chief of Police to jointly evaluate the School Resource Officer's performance based upon the responsibilities and operational guidelines set forth in this Agreement. Should the School Resource Officer's performance be determined to be unsatisfactory, the Assumption Police Department will reassign the officer to other duties and a replacement will be selected by the Assumption Police Department, to the extent feasible in light of the Assumption Police Department's staffing needs and resources.
- D. The following operational guidelines shall be utilized for the School Resource Officer program.



1. The Officer shall at all times herein be an employee of the City of Assumption and will report to the City of Assumption Chief of Police or his designee regarding all law enforcement and employment related matters, and will receive assignments to particular schools and duties as necessary to meet the needs and schedules of the School District; provided, however, that it is understood that the assignments will be to schools located within the City except only for unexpected or extraordinary circumstances requiring the temporary provision of services outside of the City.
  2. During assignment to the School District, the School Resource Officer will work a Monday-Friday schedule during the school year in accordance with the Central A & M School District's normal academic schedule on those days that students are present.
  3. The School Resource Officer will dress appropriately for assignment and will carry or have access to a full complement of police identification and equipment as determined and directed by the Assumption Chief of Police.
  4. The School Resource Officer may be assigned cases from the Assumption Police Department when follow up investigation of School District related issues are required. When an incident of an investigation of a criminal case is initiated by the School Resource Officer, a report will be completed consistent with standard Assumption Police Department reporting procedure. The School Resource Officer will adhere to juvenile procedures/confidentiality as outlined in the Illinois Juvenile Court Act.
  5. The School Resource Office may depart the school grounds as necessary during the assignment in response to matters such as court appearances, investigation of off-grounds, school related matters, home visits, training, police investigations and bona fide police emergencies, all as directed and authorized by the Assumption Chief of Police. Such departures, whenever possible, will be coordinated with the Central A & M Middle School Principal.
  6. The School Resource Officer will be provided an office at the Central A & M Middle School which may be secured and will provide privacy to conduct interviews and complete administrative duties. This office will also be utilized to store documents and equipment necessary for the School Resource Officer's duties.
  7. The School Resource Officer will make the appropriate arrangements for time off, vacations, compensatory time, sick or personal days in accordance with the City policies and as authorized and approved by the Assumption Chief of Police.
- E. The City shall initially pay all of the School Resource Officer's salary and benefits and the School District shall reimburse the City 50% of the School Resource Officer's annual salary and benefits each year this agreement remains in effect, as provided below.
- F. The City shall compute the School Resource Officer's salary and benefits to determine the amount the School District shall reimburse the City, and shall provide the School District with a bill for the computed amount four times annually, on or by the first day of February, May, August and November, and thereafter the School

District shall pay those amounts to the City on or by the first day of March, June, September and December, of each year this Agreement remains in effect.

II. MISCELLANEOUS

- A. This agreement shall become effective August 1, 2023, and shall remain in effect until the last regular school day of the 2023-2024 school year, and shall automatically renew for the next school year and each succeeding school year unless revoked or terminated as set forth below.
- B. The terms of this agreement may be revised and the programs described in this agreement may be changed in the future as mutually agreed to by both parties.
- C. Either party can revoke or terminate the agreement by March 1<sup>st</sup> for the following school year.
- D. Any correspondence that needs to be sent regarding this agreement may be sent by regular mail to the parties at the addresses shown below:

TO THE CENTRAL A & M COMMUNITY UNIT DISTRICT 21

Office of the Superintendent  
Central A & M CUD #21  
406 E Colegrove  
Assumption, IL 62510

TO THE CITY OF ASSUMPTION

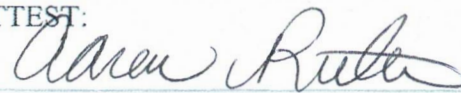
Mayor  
City of Assumption  
229 North Chestnut  
Assumption, IL 62510

- E. Each party shall keep and maintain general liability insurance in an amount not less than \$3 million per occurrence and in the aggregate, and shall name the other party as an additional insured by endorsement. Proof of this insurance shall be provided by each party to the other party upon request.
- F. Each party agrees hereby to fully and completely indemnify, defend and hold the other party harmless from and against any and all claims, suits, actions, causes of action, or liabilities of any type caused or contributed to by that party's negligence or reckless or intentional wrongdoing relating to the services to be provided by and in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this agreement as of the day and year first written above.

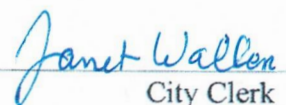
CENTRAL A & M COMMUNITY UNIT DISTRICT 21

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

ATTEST:  
  
\_\_\_\_\_  
Secretary

CITY OF ASSUMPTION, ILLINOIS,  
an Illinois Municipal Corp.

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

ATTEST:  
  
\_\_\_\_\_  
City Clerk