

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF CEDARBURG  
AND THE CEDARBURG SCHOOL DISTRICT  
REGARDING POLICE SCHOOL LIAISON OFFICER**

**WHEREAS**, units of local government are authorized to enter into cooperative intergovernmental agreements for the mutual benefit of their citizens pursuant to Section 66.0301, Wisconsin Statutes; and

**WHEREAS**, the City of Cedarburg (City) and Cedarburg School District (District) recognize the value of intergovernmental cooperation and efficient use of valuable community resources and have thus determined that a Police School Liaison Officer will greatly assist in developing and fostering a positive relationship and rapport between students and law enforcement, give students an opportunity to get acquainted with a police officer in an informal, non-authoritarian setting, and educate on the role of law enforcement in society; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby enter into the following Agreement, setting forth the terms, conditions and the relationship of the parties with respect to the implementation of the Police School Liaison Officer ("PSLO").

1. **PURPOSE.** The purpose of this Intergovernmental Agreement is to set forth certain agreements and guiding principles for the implementation of the PSLO position for the mutual benefit of the City and the District, consistent with the authority of the PSLO, and to provide governance and management of said PSLO.

2. **AUTHORITY OF POLICE SCHOOL LIAISON OFFICER.** The PSLO is authorized to investigate, report and follow up, as necessary, all complaints that occur on the grounds of the School District that lie within the boundaries of the City. At the discretion of the Chief of Police, certain investigations may be referred to detectives or other officers for further investigation and follow-up. The PSLO shall not enforce the District's policies and school rules; however, the PSLO may be asked to assist the District with administrative investigations and administrative searches related to the alleged violation of school policies and rules.

3. **SELECTION OF POLICE SCHOOL LIAISON OFFICER.** The selection and continued assignment or reassignment of the PSLO shall be at the sole discretion of the Chief of Police. However, the Superintendent may request reassignment of the PSLO when necessary for the good of and/or the orderly operation of the schools of the District, which request shall not be unreasonably denied by the Chief of Police.

4. **SUPERVISION AND CONTROL.** The City will supply a sworn, trained and certified officer to act as PSLO. The PSLO will remain at all times an employee of the City, and under the supervision and control of the Police Department. The work schedule of the PSLO shall be determined by the Chief of Police, but the City shall ensure that the PSLO is available during normal school hours on days when school is in session. The Superintendent may provide evaluative information regarding the PSLO's performance and the Chief of Police shall consider such information when making assignment/reassignment decisions.

5. DISTRICT OBLIGATIONS. The District will provide the PSLO with office space, supplies and secure storage space for files and evidence.

6. COST. The City shall administer and provide all pay and benefits for the PSLO.

7. INDEMNIFICATION. To the extent permitted by law, the District agrees to indemnify and hold harmless the City and its Police Department, and its employees, agents, and representatives, from any and all loss or liability including claims, demands, judgments, costs, damages, attorneys' fees, and expenses of any nature whatsoever to the extent that such loss or liability arises out the acts or omissions of any of District employee, agent, or representative.

To the extent permitted by law, the City and its Police Department agrees to indemnify and hold harmless the District, and its employees, agents, representatives, and Board of Education, collectively and individually, from any and all loss or liability including claims, demands, judgments, costs, damages, attorneys' fees, and expenses of any nature whatsoever to the extent that such loss or liability arises out the acts or omissions of any of employees, agents, or representative of the Police Department.

8. GOVERNING LAW. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

9. AMENDMENT; WAIVER. No modification, amendment, waiver or release of any provisions of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose unless in writing and duly executed by all parties involved. The parties hereto agree and understand that from time to time changes to this document may be necessary due to the evolving nature and development of the team. As such, any modification to this agreement shall be in the form of an addendum, signed by all parties and subsequently attached hereto after execution.

10. TERM OF THE AGREEMENT. This Agreement shall become effective on the date upon which both parties shall have executed this Agreement, and shall terminate upon sixty (60) days written notice by either party to the other.

11. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or be binding upon any of the parties hereto. This Agreement supersedes all other agreements relating to this subject involving the parties hereto.

12. BINDING EFFECT. This Agreement when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

13. AUTHORITY. Each party hereto represents and warrants that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

**CITY OF CEDARBURG**

By: [Signature]  
Mayor  
By: [Signature]  
Chief of Police  
Date: 3/28/16

**CEDARBURG SCHOOL DISTRICT**

By: [Signature]  
Board President  
By: [Signature]  
Board Clerk  
Date: 3/16/16  
By: [Signature]  
Superintendent  
Date: 3/16/16