08/13/24

ORDINANCE NO. 2024- 4432

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SIXTH AMENDMENT TO THE SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT NO. 220 AND THE VILLAGE OF BARRINGTON

(RE: Barrington High School Resource Officer Agreement)

WHEREAS, 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., authorize and encourage intergovernmental cooperation; and

WHEREAS, on or about February 20, 2018, the Village of Barrington ("the Village") and Barrington Community Unit School District No. 220 (the "School District") entered into a certain School Resource Officer Agreement (the "2018 Agreement"), which was subsequently amended from time to time, and there has now been presented to the Village a proposed "Sixth Amendment to School Resource Officer Agreement" between Barrington Community Unit School District No. 220 and the Village of Barrington (the "Sixth Amendment to the Agreement") relative to assignment of a Village police officer to act as a School Resource Officer for Barrington High School on a contract basis, which Sixth Amendment to the Agreement is in substantially the form attached hereto as Exhibit 1 and thereby made a part hereof; and

WHEREAS, the Village and the School District wish to amend the 2018 Agreement and approve and execute said Sixth Amendment to the Agreement, which sets forth a further amendment to the existing 2018 Agreement between the Village and the School District for the Village's provision to the School District of a police officer to serve as a School Resource Officer at Barrington High School, all as provided for in the Sixth Amendment to the Agreement in substantially the form attached hereto as Exhibit 1 and thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that said Sixth Amendment to the 2018 Agreement be executed and in effect:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows:

SECTION 1: That the Corporate Authorities of the Village find that the facts set forth in the recitals to this Ordinance are true and correct and by this reference are incorporated as if fully set forth herein.

SECTION 2: That the Sixth Amendment to the 2018 Agreement, in substantially the form attached hereto as Exhibit 1 and thereby made a part hereof, shall be and is hereby authorized, ratified, and approved, and the Village President is hereby authorized to execute said Sixth Amendment to the 2018 Agreement, and the Village Clerk is hereby authorized to attest thereto, and such execution and attestation are hereby ratified, and provide an executed copy thereof to the School District.

SECTION 3: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS 9th DAY OF September, 2024 BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Moran, Prigge and President Darch

NAYS: None

ABSENT: None

ABSTAIN: None

RECUSE: None

APPROVED THIS 9th OF September, 2024

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS
9th DAY OF September, 2024

Tony Ciganek

Tony Ciganek, Village Clerk
(SEAL)

Village of Barrington
CORPORATE
SEAL
Cook & Lake Counties, IL

EXHIBIT 1

SIXTH AMENDMENT TO THE
SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT NO. 220
AND THE VILLAGE OF BARRINGTON

(RE: Barrington High School)

SIXTH AMENDMENT TO
SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN
BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT NO. 220
AND THE VILLAGE OF BARRINGTON

THIS AGREEMENT is entered into on August 26, 2024 (the "Effective Date") by and between the VILLAGE OF BARRINGTON, a Home Rule unit, Cook and Lake Counties, Illinois (the "Village") and the BOARD OF EDUCATION OF BARRINGTON COMMUNITY UNIT SCHOOL DISTRICT 220, Lake, Cook, Kane and McHenry Counties, Illinois (the "Board") (the Village and the Board may hereinafter sometimes be referred to individually as a "Party" or collectively as the "Parties"):

WITNESSETH:

WHEREAS, on or about the 20th day of February, 2018, the Village and the Board entered into a School Resource Officer Agreement (the "Agreement"), which Agreement has been amended by the Parties from time to time; and

WHEREAS, pursuant to the provisions of Paragraph 1 of the Agreement for school years subsequent to May 2018, the Board and the Village contemplated entering into a duly authorized amendment to the Agreement effective for the next school year to determine the amounts to be paid by the Board to the Village; and

WHEREAS, the Board and the Village desire to enter into this Sixth Amendment to the Agreement to establish and amend the amounts to be paid by the Board to the Village for the periods of July 1, 2024 through and including June 30, 2025; for July 1, 2025 through and including June 30, 2026; and for July 1, 2026 through and including June 30, 2027 and thereby including the 2026-2027 school year; and

WHEREAS, the Board and the Village also desire to amend the term of the Agreement in order to provide for a School Resource Officer at Barrington High School for the next three (3) consecutive twelve (12) month periods in each case from July 1 through June 30 of the following year as herein provided:

NOW, THEREFORE, upon the consideration of the mutual promises contained herein and upon the recitals hereinabove set forth, it is hereby agreed by and between the Village and the Board as follows:

1. Recitals: The Parties hereto find that the recitals of this Sixth Amendment to the Agreement are true and correct, and each of the foregoing recitals is hereby incorporated herein by reference the same as if each had been set forth in its entirety in the body of the Agreement.

2. Payments for School Resource Officer Services: As consideration for providing the services of a School Resource Officer for Barrington High School, the Board and the Village agree to amend Paragraph 1 of the Agreement as follows:

   a. Paragraph 1.E (Schedule) is amended to read as follows:

      "The School Resource Officer shall be assigned to the School District for the entire school year (July 1 through June 30 of the following year). The hours that the School Resource Officer shall serve each day at Barrington High School shall be determined jointly by the Principal and Supervisor."

   b. Paragraph 1.G (Cost) was previously amended to provide that upon receipt of an invoice from the Village for the 2023-2024 school year, the Board shall pay the Village $15,620.00 per month on the first day of each month commencing with July 1, 2023 through June 30, 2024. Upon receipt of a separate invoice from the Village, the Board shall pay to the Village the following respective amounts for the 2024-2025 school year, 2025-2026 school year, and 2026-2027 school year:

      (i) For the 2024-2025 school year, the Board shall pay the Village $16,088.60 per month on the first day of each month or as soon as possible thereafter commencing July 1, 2024 through June 30, 2025; and
      (ii) For the 2025-2026 school year, the Board shall pay the Village $16,571.26 per month on the first day of each month or as soon as possible thereafter commencing July 1, 2025 through June 30, 2026; and
      (ii) For the 2026-2027 school year, the Board shall pay the Village $17,068.40 per month on the first day of each month or as soon as possible thereafter commencing July 1, 2026 through June 30, 2027.

      Where payment on the first day of each month is not possible due to delayed signing of this Sixth Amendment to the Agreement, delayed receipt of invoice from the Village, school emergencies, holidays, or any other reason beyond the control of the Board, the Board shall make the above payments as expeditiously thereafter as possible.

3. Term and Termination:

a. This Agreement shall take effect on July 1, 2024, and the terms of this Agreement shall be in effect for a three (3) consecutive year term extending to and through June 30, 2027.

b. Thereafter, this Agreement can be renewed for subsequent three (3) year periods.

c. Either Party may terminate this Sixth Amendment at any time by providing the other Party sixty (60) days prior written notice of such termination. In addition, the Parties may terminate this Sixth Amendment at any time by mutual written agreement.

4. Except as amended herein, the Parties hereto ratify and confirm all of the other terms of the Agreement, and the respective amendments thereto to date, as being in full force and effect as set forth in said Agreement.

IN WITNESS WHEREOF, the Parties hereto have, pursuant to the authority of their respective Board and/or Corporate Authorities, caused this Sixth Amendment to Agreement to be executed, attested, and delivered by its duly authorized officers as of the Effective Date hereinabove set forth.

VILLAGE OF BARRINGTON

By: _____
Karen Darch, Village President

ATTEST: _____
Tony Ciganek,
Village Clerk

BOARD OF EDUCATION OF
BARRINGTON COMMUNITY UNIT
SCHOOL DISTRICT 220

By: _____
Sandra Ficke-Bradford, President

ATTEST: _____

(08/14/24)