08/13/24

ORDINANCE NO. 2024-4433

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

(RE: School Resource Officer Agreement – Barrington Middle Schools)

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, in 2023 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 "2023 Agreement") and there has now been presented to the Village a proposed "First Amendment to School Resource Officer Agreement" between Barrington Community Unit School District No. 220 and the Village of Barrington (the "First Amendment to the 2023 Agreement") relative to assignment of one Village police officer to act as a School Resource Officer for Barrington Middle School/Station Campus and another Village police officer to act as a School Resource Officer for Barrington Middle School/Prairie Campus on a contract basis, which First Amendment to the 2023 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 2023 Agreement and approve and execute said First Amendment to the 2023 Agreement for the Village's provision to the School District of one Village police officer to serve as a School Resource Officer at Barrington Middle School/Station Campus and another Village police officer to serve as a School Resource Officer at Barrington Middle School/Prairie Campus, all as provided for in the First Amendment to the 2023 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 First Amendment to the 2023 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 First Amendment to the 2023 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 First Amendment to the 2023 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

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

(RE: Barrington Middle School/Station Campus and Barrington Middle School/Prairie Campus)

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

THIS AGREEMENT (the "First Amendment to the 2023 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 June 2023, the Village and the Board entered into a School Resource Officer Agreement which provided for the furnishing by the Village of Barrington of one Village police officer to serve as a School Resource Officer for Barrington Middle School/Station Campus and another Village police officer to serve as a School Resource Officer for Barrington Middle School/Prairie Campus (the "2023 Agreement"); and

WHEREAS, the Board and the Village now desire to amend the 2023 Agreement and enter into this First Amendment to the 2023 Agreement to amend the amounts to be paid by the Board to the Village for the aforesaid two (2) School Resource Officers for the 2024-2025 school year, the 2025-2026 school year, and the 2026-2027 school year; and

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 First Amendment to the 2023 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 this First Amendment to the 2023 Agreement.

2. Payments for School Resource Officer Services: As consideration for providing the services of one Village police officer to serve as School Resource Officer for Barrington Middle School/Station Campus and another Village police officer to serve as School Resource Officer for Barrington Middle School/Prairie Campus, the Board and the Village agree to amend that section of the 2023 Agreement entitled "The School Resource Officer Program", and specifically Paragraph H, "Cost", thereof as follows:

H. Cost: The 2023 Agreement provided that the School District shall pay the Village $15,620 per month, or $156,204 annually for the 2023-2024 school year for each School Resource Officer and that "by a duly authorized amendment to this Agreement, duly authorized by the Board of Trustees of the School District ("the School Board") and by the Corporate Authorities of the Village, determine the amount to be paid by the School District to the Village, which shall be paid within 45 days of receipt each year". Beginning with the 2024-2025 school year, and repeating for each school year covered by the 2023 Agreement, upon receipt of an invoice from the Village for each school year, the Board shall pay to the Village the following respective amounts for the that school year:

(i) For the 2024-2025 school year, the Board shall pay the Village $16,880.60 per month, or $168,806.00 annually for each School Resource Officer; and

(ii) For the 2025-2026 school year, the Board shall pay the Village $17,387.02 per month, or $173,870.20 annually for each School Resource Officer; and

(ii) For the 2026-2027 school year, the Board shall pay the Village $17,908.63 per month, or $179,086.30 annually for each School Resource Officer.

3. Term and Termination:

a. This First Amendment to the 2023 Agreement shall take effect on July 1, 2024, and the term of this Agreement shall be and is hereby extended to and through the 2026-2027 school year, but shall end on the last day of the 2026-2027 school year.

b. Thereafter, this First Amendment to the 2023 Agreement can be renewed for three (3) subsequent school years.

c. Either Party may terminate this First Amendment to the 2023 Agreement at any time by providing the other Party sixty (60) days prior written notice of such termination. In addition, the Parties may terminate this First Amendment to the 2023 Agreement 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 2023 Agreement as being in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have, pursuant to the authority of their respective Board and/or Corporate Authorities, caused this First Amendment to the 2023 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 Fickes-Bradford, President

ATTEST: _____