

ORDINANCE NO. 92- 40

AN ORDINANCE AUTHORIZING EXECUTION OF A CONTRACT WITH BALL CHATHAM COMMUNITY UNIT SCHOOL DISTRICT NUMBER FIVE TO PROVIDE POLICE SERVICE TO THE DISTRICT AND RECEIVE COMPENSATION

WHEREAS, THE Village of Chatham heretofore has contracted with the Ball Chatham Community Unit District Number Five for the Village of Chatham to provide police services to Glenwood High School and Junior High School; and

WHEREAS, Ball Chatham Community Unit School District Number Five has requested that the Village of Chatham continue to provide such services; and

WHEREAS, it is in the best interest of the School District to acquire the protective services of the Village of Chatham Police Department;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: The Village of Chatham is hereby authorized to enter into a contract with the Ball Chatham Community Unit District Number Five for the Village of Chatham to provide police services for Glenwood High School and Junior High School and to receive payment therefore, all as set forth in the attached contract, Exhibit A.

SECTION 2: The President and Clerk are authorized and directed to sign said contract on behalf of the Village. The Clerk is authorized and directed to attest said contract on behalf of the Village. The proper officers of the Village are authorized and directed to implement said contract on behalf of the Village.

SECTION 3: This Ordinance is effective upon its passage and approval as provided by law.

PASSED: 10-13-92

APPROVED: 10-13-92

PUBLISHED: 10-13-92

Lynide Keester, Pro Tem
CARL OBLINGER, VILLAGE PRESIDENT


ATTEST: 
Village Clerk

EXHIBIT A

AGREEMENT

This agreement entered in this 1st of January 1993 between the Village of Chatham, an Illinois municipal corporation, hereinafter called "Village" and Ball Chatham Community Unit School District Number Five, hereinafter called "School District", witnesseth:

WHEREAS, the Village deems it in the best interest of its citizens to provide such services to the School District; and

WHEREAS, the school District deems it in the best interest of its property to receive such services form the Village.

NOW, THEREFORE, in considerations of respective covenants and agreements of the parties as hereinafter set forth, 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 their responsibility by contracts and other agreements (s741 et seq., Chapter 127, Illinois Revised Statues 1977), the parties hereto agree:

1. That commencing on the first day of January, 1993, the Village shall provide the School District with the police protective services of its duly appointed and sworn officers for a term of one (1) year ending December 31, 1993.
2. That the services shall consist of the following:
 - A: Routine surveillane patrols in such manner and frequency as may be from time to time determined by the Chief of Police of the Village in accordance with his best professional judgment.
 - B: Emergency responses to request for assistance from the School District's board members or employees, provided, however, that in the event the Village Police Department is unable to respond to any such emergency, it shall immediately request the assistance and services of other such law enforcement agencies including, but not limited to, the Illinois State Police and Sangamon County Sheriff's Department, that may exercise powers and jurisdiction under the circumstances.
 - C: Special services as may from time to time be requested by the Superintendent of the School District, or his duly authorized designee, for crowd and traffic control and general law enforcement at the school district sponsored events. Any such request shall be directed in writing to the Chief of Police at least two (2) weeks in advance of the School District sponsored event for which such special services are requested and shall include a description of the event, its date, time and expected duration, and an estimate of attendance at such event. The Chief of Police of the Village Shall ascertain and determine in consultation with the

AGREEMENT - Continued:

Village of Chatham and Ball Chatham Community Unit School District 5

superintendent of the School District or his duly authorized designee the nature and extent of special services to be provided pursuant to any such request.

- 3. The School District shall pay the Village for such Police protective services as are set forth in paragraph 2. A (Routine Surveillance Patrols) and paragraph 2. B (Emergency Responses) the sum of Four Thousand (\$4,000.00) dollars, payable on January 15, 1993 and June 1, 1993.
- 4. The School District Shall pay the Village for such police protective services as are set forth in paragraph 2. C (Special Services) the sum of Actual Costs per hour per officer. The Village shall Bill the District for such services at intervals convenient to the Village and such bills shall be paid in full by the School District with thirty (30) days of receipt thereof.
- 5. The police protective services as herein set forth shall be provided at the premises known as the Glenwood School Complex and occupied by Glenwood High School and Junior High School.
- 6. That the Village shall, during the term of this agreement maintain in full force and effect such insurance against liability and such other casualties and losses as it customarily maintains for officers of its Police Department.
- 7. That the parties hereto shall commence a renewal hereof on or before December 1993.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

VILLAGE OF CHATHAM

COMMUNITY UNIT SCHOOL DISTRICT
NUMBER FIVE

By: Linda Keester Protema

CARL D. OBLINGER
PRESIDENT, BOARD OF TRUSTEES

By: _____
CLARK GERMANN
PRESIDENT, BOARD OF EDUCATION

ATTEST:

Pat Schard

ROSE MILLER
VILLAGE CLERK

SECRETARY, BOARD OF EDUCATION

PAT SCHARD