

ORDINANCE NO. 12-42

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
WITH BALL CHATHAM COMMUNITY UNIT DISTRICT NO. 5  
FOR SECURITY AT THE GLENWOOD COMPLEX

**WHEREAS**, the Village of Chatham, Illinois ("Village") and Ball Chatham Community Unit District Number 5 ("District"), are units of government of the State of Illinois; and

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

**WHEREAS**, the Village is located within the District, has historical ties to the District, and its citizens are all served by the District and comprise a majority of the citizens of the District; and

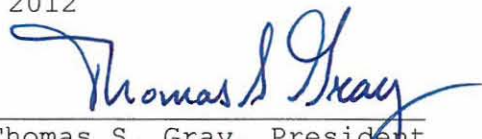
**WHEREAS**, in order to serve their citizens, the Village and the District desire to provide additional security at the Glenwood Complex and Ball Elementary School.

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

**SECTION 1:** the Intergovernmental Agreement attached hereto, marked as Exhibit "A", is hereby approved and the appropriate officers are hereby authorized to execute said agreement.

**SECTION 2:** this Ordinance is effective upon its passage and approval as provided by law.

**PASSED** THIS 27<sup>th</sup> DAY OF NOVEMBER, 2012

  
Thomas S. Gray, President  
Village of Chatham

ATTEST:

  
Pat Schad, Village Clerk

AYES: 6 HERR MAU BOYLE HOLDEN  
KAVANAGH SCHATIEMAN  
NAYS: 0  
ABSENT: 0

PASSED: 11-27-12  
APPROVED: 11-27-12

EXHIBIT A  
AGREEMENT

This agreement entered in this 27<sup>th</sup> of November 2012 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 is in the best interest of its citizens to provide such services to the School District.

NOW, THEREFORE, in consideration of the 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 20 13, 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 31,2013.
2. That the services shall consist of the following:
  - a. Routine surveillance 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 serviced of other such law enforcement agencies including, but no limited to, the Illinois State Police and Sangamon County Sheriffs 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 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 Five Hundred (\$4,500.00) dollars, payable in two (2) equal installments of Two Thousand Two hundred and Fifty (\$2,250.00) Dollars.
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 thereat.

5. The police protective services as herein set forth shall be provided at the premises known as Glenwood School Complex and occupied by Glenwood Middle School and Intermediate School and Ball Elementary 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 officer of its Police Department.
7. That the parties hereto shall commence a renewal hereof on or before January 1, 2014.
8. 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

  
Del McCord, Manager

\_\_\_\_\_  
Carrie VanAlstine, Superintendent

Attest:

\_\_\_\_\_

\_\_\_\_\_