

## RESOLUTION 2017-032

### A RESOLUTION BETWEEN THE VILLAGE OF VERNON HILLS AND THE COLLEGE OF LAKE COUNTY FOR THE ENFORCEMENT OF VILLAGE ORDINANCES ON COLLEGE PROPERTY AT THE SOUTHLAKE CAMPUS LOCATED AT 1120 SOUTH MILWAUKEE AVENUE

WHEREAS, Article VII, Section 10, of the *Constitution of the State of Illinois*, Ill. Const., art. VII, sec.10(a), provides that in furtherance of the exercise of their powers, units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited; and

WHEREAS, the Intergovernmental Cooperation Act provides that a public agency may jointly exercise or combine any power, privilege, function or authority with other public agencies, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Village is a home rule unit of local government, Ill. Const., art. VII, sec. 1, and a public agency, 5 ILCS 220/2, and the College is an Illinois Community College, a unit of local government, and a public agency, 5 ILCS 220/2; and

WHEREAS, the College and Village are authorized, pursuant to Section 3-42.1 of the Illinois Community College Act (110 ILCS 805/3-42.1), to grant law enforcement officers of College the powers of police officers in cities and sheriffs in counties, including the power to enforce county or Village ordinances in all counties that lie within the community college district; and

WHEREAS, the Village and College are desirous of and have agreed to enter into this Agreement to provide for and allow the College to enforce Village ordinances and to share costs and responsibilities.

Now, therefore, in consideration of the promises and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of such being hereby acknowledged, the Parties agree to the following:

1. The College Police Department hereby agrees to enforce and issue citations for violations of certain of the established ordinances of the Village.
2. The College Police Department will only take enforcement action on the property of the College encompassed by the Village.
3. In addition to its other law enforcement duties, the College Police Department will enforce violations of Village Ordinances in Chapter 14-Offenses & Miscellaneous Provisions, Chapter 22- Traffic and Motor Vehicles, and Chapter 26-Smoke Free Air Regulations.
4. It is agreed that the Parties shall review any costs, on a quarterly basis and in the event that the Village finds them to be greater than anticipated, the Village shall have the option of requiring the College to reimburse the

Village for the charges and costs attributed to the College's enforcement of village ordinances. Any reimbursement shall be paid within thirty (30) days of receipt.

5. Each party shall appoint a contact person who shall be the main contact between the parties for the purpose of this Agreement and the College's enforcement of village ordinances. By executing this Agreement the College agrees to be bound by the actions of its designee.
6. The College agrees to relinquish to the Village any and all fines and fees recovered from the College's enforcement of village ordinances.
7. The College shall not attempt to alter or modify any village ordinance in whole or in part.
8. The College shall issue notices of violations of village ordinance on the Illinois Uniform Citation and Complaint, the Non-Traffic Complaint, and Notice to Appear and/or a Village parking ticket.
9. This Agreement shall commence upon the date of execution and continue on a year to year basis unless terminated pursuant to its terms. This Agreement may be terminated at any time upon thirty (30) days written notice from one party or the other.
10. The College agrees to use a prosecutor provided by the Village.
11. The Village agrees to compensate the prosecutor for the prosecution of College cases in an amount set by the Village.
12. Any notices required hereunder may be made by personal delivery, by certified mail, return receipt requested, or by a national recognized overnight courier as follows:

If to the College: Thomas Guenther  
Chief of Police  
College of Lake County  
19351 West Washington Street Grayslake, Illinois  
60030  
Tel: 847 543 2264

If to the Village: Chief of Police  
Village of Vernon Hill  
754 Lakeview Parkway  
Vernon Hills, IL 60061

13. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement which shall remain in full force and effect.

14. The College agrees to indemnify and hold harmless the Village and all of its respective elected officials, employees and agents, from and against any claims arising out of the negligence or willful or intentional conduct of the College its agents or officers in its enforcement of Village ordinances including, but not limited to, attorney's fees, court costs, damages, settlements, and compromises arising from said claims. Notifying herein shall waive any immunities the Village may assert in response to such claims.

Dated this 21<sup>st</sup> day of March, 2017

**AYES: 6 – Koch, Grieb, Schultz, Marquardt, Williams, Hebda**  
**NAYS: 0 - None**  
**ABSENT AND NOT VOTING: 0 - None**

**College of Lake County**



Richard A. Anderson  
Chairman, Board of Trustees  
College of Lake County

ATTEST:



Catherine Finger  
Vice-Chair, Board of Trustees  
College of Lake County

**Village of Vernon Hills**



Roger Byrne - Village President

ATTEST:



John Kalmar  
Village Manager