

RESOLUTION 2017-020

**A RESOLUTION AUTHORIZING ENTERING INTO INTERGOVERNMENTAL AGREEMENTS WITH THE VILLAGES OF LAKE BLUFF, LIBERTYVILLE, LINCOLNSHIRE AND RIVERWOODS FOR THE PURPOSE OF ESTABLISHING INVOICE PROCEDURES FOR STATE OF ILLINOIS L.E.A.D.S. NETWORK LINK EXPENSES**

**Whereas**, the Village of Vernon Hills maintains a network connection to the State of Illinois to provide access to various State and Federal Law Enforcement databases, and

**Whereas**, the Village of Vernon Hills provides access to this connection and shares the expense with the Villages of Lake Bluff, Libertyville, Lincolnshire and Riverwoods, and

**Whereas**, the State of Illinois is updating the connection resulting in a change in the annual expense, and

**Whereas**, each Village noted in this Resolution has been provided an Intergovernmental Agreement explaining the annual expense and invoicing procedures.

**NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS;**

**That**, the Village President is authorized to sign and the Village Clerk to attest to the intergovernmental agreements with the Villages of Lake Bluff, Libertyville, Lincolnshire and Riverwoods, subject to Village Attorney approval. Further that the Finance Director is authorized to invoice said Villages pursuant to the process and costs outlined in the agreement and its exhibit.

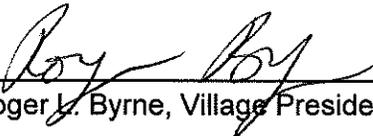
Dated this 7<sup>th</sup> day of March, 2017

Adopted by roll call vote as follows:

AYES: 6 – Hebda, Schultz, Marquardt, Koch, Grieb, Williams

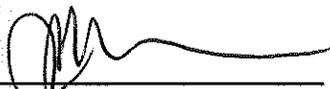
NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 3/7/2017

APPROVED: 3/8/2017

  
\_\_\_\_\_  
John Kalmar, Village Clerk

## **INTERGOVERNMENTAL AGREEMENT ESTABLISHING INVOICE PROCEDURES FOR NETWORK LINK EXPENSES**

This agreement is made as of March 1, 2017, by and between the Village of Vernon Hills, an Illinois municipal corporation ("Vernon Hills") and the Village of Lake Bluff, an Illinois municipal corporation ("Lake Bluff"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Vernon Hills and Lake Bluff hereby agree as follows:

### **Section 1. Background**

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Vernon Hills and Lake Bluff, including the power to 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 by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.
- B. Vernon Hills and Lake Bluff entered into an agreement where Vernon Hills would provide L.E.A.D.S. access to Lake Bluff.
- C. Vernon Hills and Lake Bluff currently share a T-1 connection between their networks and the State of Illinois to allow for the functionality of L.E.A.D.S. and other State data resources.
- D. The State of Illinois is replacing the T-1, and Vernon Hills and Lake Bluff have agreed to a new network connection established and maintained by Vernon Hills, with shared operating costs paid by Lake Bluff.

### **Section 2. Capital costs for implementation**

- A. Services will be secured from the State of Illinois, who shall solely be responsible for construction related to the establishment of the circuit. The State of Illinois shall not be responsible for customer premise equipment installation or configuring. Instead those costs that are attributable to Lake Bluff's premises shall be paid by Lake Bluff.
- B. Vernon Hills and Lake Bluff shall each be responsible for their respective installation, configuration and testing costs related to the new network link.

### **Section 3. Payment**

- A. Vernon Hills will invoice Lake Bluff on an annual basis for maintaining the network link in accordance with the rate set forth in Exhibit A.
- B. Payment will be due within 30 days of invoice, or other time agreed to by the parties.
- C. Invoice shall reflect the actual cost incurred and is subject to change from time to time as the State of Illinois changes the fee structure (Exhibit A). In the event that the fee structure increases, Vernon Hills shall provide 30 days prior written notice. Upon receipt of such notice, Lake Bluff shall have the right, in its sole discretion, to terminate this agreement.

#### Section 4. Limitation of Liability

- A. Under no circumstances shall Vernon Hills, its employees, elected officials or agents be liable for any direct, indirect, incidental, consequential, punitive or special damages of any nature for any interruption or failure of the Metro Ethernet Link connection or with regard to the information provided through the Metro Ethernet Link connection. Moreover, Lake Bluff hereby indemnifies and holds Vernon Hills harmless for any and all damages and/or causes of action related to its negligent use of the Metro Ethernet Link connection and the negligent misuse of information obtained through that connection. Nothing herein waives any immunities Vernon Hills may assert in response to any such claims.

#### Section 5. Interruption of Service

Vernon Hills shall provide Lake Bluff written notice upon receipt of any notice or information from the State of Illinois that: (i) it may be disconnected from L.E.A.D.S. or other State data resources; or (ii) Vernon Hills has not complied with State laws and regulations, or is subject to an investigation or any claims, that could result in being disconnected from L.E.A.D.S. or the other State data resources.

#### Section 6. General Provisions

- A. Any notice or communications required or permitted to be given under this Agreement shall be in writing and shall be delivered 1) personally, 2) by a reputable overnight courier, 3) certified mail, return receipt requested, or 4) by facsimile.

- B. Notices and communications to Vernon Hills shall be addressed to, and delivered at, the following address:

Vernon Hills Police Department  
attention: Police Chief  
754 Lakeview Parkway  
Vernon Hills IL 60061

with a copy to:

Village of Vernon Hills  
attention: Village Manager  
290 Evergreen Drive  
Vernon Hills IL 60061

with a copy to:

Patrick Brankin  
Schain, Banks, Kenny and Schwartz, Ltd  
70 W Madison Street; Suite 5300  
Chicago IL 60602

Notices and communications to Lake Bluff shall be addressed to, and delivered at, the following address:

Lake Bluff Police Department  
attention: Police Chief  
45 E Center Ave  
Lake Bluff IL 60044

with a copy to:

Village of Lake Bluff  
attention: Village Manager  
40 E Center Ave  
Lake Bluff IL 60044

IN WITNESS HEREOF, the Village of Vernon Hills and the Village of Lake Bluff have caused this Agreement to be executed by their respective President and attested by their Village Clerk or Secretary as of the day and year first written above.

Village of Lake Bluff:



By: Kathleen O'Hara, Village President

ATTEST:



By: Aaron Towle, Village Clerk

Village of Vernon Hills:



By: Roger Byrne, Village President

ATTEST:



By: John Kalman, Village Manager/Clerk

## Exhibit A

Description		Annual
Illinois Century Network - MetroEthernet link		\$2,184



NORTH SHORE LIFE  
LAKE BLUFF STYLE

### CERTIFICATION

I, R. Drew Irvin, Deputy Village Clerk of the Village of Lake Bluff, located in the County of Lake and State of Illinois, do hereby certify and attest that the attached is a true and correct copy of **Resolution No. 2017-15** A Resolution Approving an Intergovernmental Agreement between the Village of Vernon Hills and the Village of Lake Bluff for the Purpose of Establishing Invoice Procedures for the Network Link Expenses in effect on February 27, 2017 and from that date to the present.

Dated at Lake Bluff, Illinois, this 7<sup>th</sup> day of March, 2017.

A handwritten signature in black ink, appearing to read "R. Drew Irvin", is written over a horizontal line.

R. Drew Irvin  
Deputy Village Clerk  
Village of Lake Bluff

RESOLUTION NO. 2017-15

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF VERNON HILLS AND THE VILLAGE OF LAKE BLUFF  
FOR THE PURPOSE OF ESTABLISHING INVOICE PROCEDURES FOR THE  
NETWORK LINK EXPENSES

**WHEREAS**, Article VII, Section 10, of the 1970 Constitution of the State of Illinois, and 5 ILCS 220/1 et seq., of the Illinois Compiled Statutes, (1989), authorize and encourage intergovernmental cooperation; and,

**WHEREAS**, in April 2012 the Village of Lake Bluff ("**Lake Bluff**") and the Village of Vernon Hills ("Vernon Hills") entered into an agreement pursuant to the Intergovernmental Cooperation provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; and,

**WHEREAS**, Lake Bluff agreed to share with Vernon Hills in the cost and the use of a T-1 digital data line for access to the Law Enforcement Agencies Data System ("LEADS") network and other State data resources; and,

**WHEREAS**, the State of Illinois is replacing the T-1 line and the Lake Bluff Police Chief recommends sharing in the use and operating costs of the new network connection established and maintained by Vernon Hills; and,

**WHEREAS**, the Board of Trustees has determined that the approval and execution of the Agreement is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS**, as follows:

**Section 1. Recitals.**

The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

**Section 2. Approval of License Agreement.**

The Agreement between the Village of Vernon Hills and the Village of Lake Bluff is hereby approved in substantially the form attached as ***Exhibit A***.

**Section 3. Execution of License Agreement.**

The Village President and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the Agreement.

**Section 4. Effective Date.**

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**EXHIBIT A**  
**AGREEMENT**

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