

**VILLAGE OF VERNON HILLS
ORDINANCE 2023-049**

AN ORDINANCE APPROVING A NEW INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF A SHARED TRAINING SIMULATOR BETWEEN THE VILLAGE OF VERNON HILLS AND LOCAL LAW ENFORCEMENT PARTNERS

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (“*the Village*”) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, local law enforcement partners continue to find it to be in the best interest of the Police Departments of the Village of Vernon Hills, the Village of Mundelein, the Village of Libertyville, the City of Lake Forest, the Village of Lake Zurich, and the Village of Gurnee to share resources in order to improve the training available to each department’s police officers; and

WHEREAS, the local law enforcement partners for the past twenty years have shared the cost of a scenario based decision making simulator and are now seeking to memorialize this continued arrangement; and

WHEREAS, to train police officers in an effective and cost-efficient manner, the local law enforcement partners desire to share the cost of purchasing a new portable scenario based decision making simulator manufactured by Ti Training LE LLC, as the current shared training simulator is due for replacement; and

WHEREAS, the new Intergovernmental Agreement for the purpose of a shared training simulator between the Village of Vernon Hills and local law enforcement partners (Exhibit A) outlines the continued financial responsibilities and governing use; and

WHEREAS, the Village Board hereby agrees that this Intergovernmental Agreement is in the best interest of our residents.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: APPROVAL: The Village Manager is hereby authorized to execute the Intergovernmental Agreement with the local law enforcement partners.

SECTION 2: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 3: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2023-049.

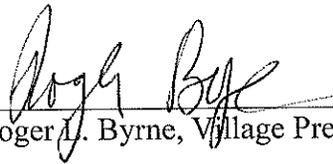
Dated the 2nd of May, 2023

Adopted by roll call votes as follows:

AYES: 5 – Oppenheim, Forster, Marquardt, Byrne, Koch

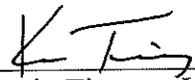
NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Schenk, Takaoka



Roger L. Byrne, Village President

PASSED: 05/02/2023
APPROVED: 05/02/2023
ATTEST: 05/02/2023



Kevin Timony, Village Clerk



EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT REGARDING A SHARED TRAINING
SIMULATOR BETWEEN THE VILLAGE OF VERNON HILLS AND LOCAL LAW
ENFORCEMENT PARTNERS**

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2023-049

AN ORDINANCE APPROVING A NEW INTERGOVERNMENTAL AGREEMENT FOR
THE PURPOSE OF A SHARED TRAINING SIMULATOR BETWEEN THE VILLAGE OF
VERNON HILLS AND LOCAL LAW ENFORCEMENT PARTNERS

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
2nd day of May, 2023

AFFIDAVIT OF SERVICE

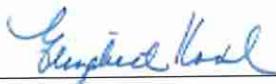
STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2023-049 AN ORDINANCE APPROVING A NEW INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF A SHARED TRAINING SIMULATOR BETWEEN THE VILLAGE OF VERNON HILLS AND LOCAL LAW ENFORCEMENT PARTNERS TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MAY 2, 2023 TO MAY 10, 2023.



Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 2nd DAY OF MAY 2023



Notary Public



**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR THE PURPOSE OF A SHARED TRAINING SIMULATOR
BETWEEN THE VILLAGE OF VERNON HILLS
AND LOCAL LAW ENFORCEMENT PARTNERS**

This Agreement is entered into as of ____April 17th____, 2023 (the "Effective Date"), by and between the VILLAGE OF VERNON HILLS, the VILLAGE OF MUNDELEIN, the VILLAGE OF LIBERTYVILLE, the CITY OF LAKE FOREST, the VILLAGE OF LAKE ZURICH, and the VILLAGE OF GURNEE (collectively referred to as "Party or Parties" and "Agency").

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the Parties here to enter into agreements among themselves and provides authority for intergovernmental cooperation; and

WHEREAS the Parties find it to be in the best interest of the Police Departments of the Village of Vernon Hills, the Village of Mundelein, the Village of Libertyville, the City of Lake Forest, the Village of Lake Zurich, and the Village of Gurnee to share resources in order to improve the training available to each department's police officers; and

WHEREAS, the Parties for the past twenty years have shared the cost of a scenario based decision making simulator and are now seeking to memorialize this continued arrangement; and

WHEREAS, to train police officers in an effective and cost-efficient manner, the Parties desire to share the cost of purchasing a new portable scenario based decision making simulator manufactured by Ti Training LE LLC ; and,

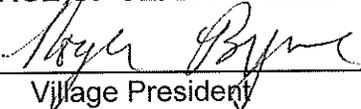
NOW, THEREFORE, the Parties agree as follows:

1. **Simulator Model:** The Parties agree to purchase a X SIMULATOR from Ti Training LE LLC shown on EXHIBIT A attached hereto and incorporated herein.
2. **Financial Responsibilities:** The Parties agree to contribute \$1,500 per year on or before June 1st of each year to an account held by the Village of Vernon Hills ("Joint Account") beginning in FY24/25 and continuing on a yearly basis to fund mutually agreeable future training components/opportunities. It will cost \$51,150 to fund the base price of the simulator, \$16,000 to fund the warranty, and \$5900 to fund the requisite kits. The total cost of the project being \$73,050. The current balance of the Joint Account is \$26,104.90 which amount shall be retained in the account and put towards the acquisition of the new simulator.
3. **Schedule Governing Use:** Each Agency shall have access to the simulator for two months out of every calendar year pursuant to the currently existing Schedule. The Schedule may be revisited every May and any change to the schedule shall be agreed upon by a 2/3 vote of the Parties to this Agreement. The Parties will have the option to agree to a one-time change in rotation should any hardship be experienced by the departments.
4. **Dispute Resolution:** If any Agency damages the simulator, the repair costs will come out of the communal fund. However, if any Agency should damage the handgun recoil kits which are shared by specific departments, then it shall be the responsibility of that Agency to fund the repair.
5. **Termination:** Each Agency shall have the ability to terminate its participation in this Agreement upon 30 days' written notice to the Parties . The terminating Agency will be able to reclaim only the funds that they have contributed to the fund on a prorated basis. If any Agency falls delinquent in their payment to the fund, it will have 90 days to submit payment. If the Agency does not make the payment within 90 days, it will forfeit its use of the simulator until the payment is made. Should any Agency not pay their portion for two years, it will be removed from the Agreement and will be refunded any unused portion of their contribution.
6. **Removal:** An Agency may only be removed for cause. In order to remove an Agency, there must be a 2/3 vote of the Parties and upon removal, the Agency shall not be entitled to any unused funds contributed to the fund.

7. **Changes and Amendments:** Any mutually agreed upon changes shall be effective when incorporated in written amendments to this Agreement. The Party desiring the revision shall request amendments to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the mutual agreement in writing of all of the Parties to the Agreement. No verbal agreements or conversations prior to execution of this Agreement or any requested Amendment shall affect or modify any of the terms or conditions of this Agreement.
8. **Execution.** This Agreement may be executed in one or more counterparts, which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

VILLAGE OF VERNON HILLS

By 
Village President

Attest 
Village Clerk

VILLAGE OF MUNDELEIN

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF LIBERTYVILLE

By _____
Village President

Attest _____
Village Clerk

CITY OF LAKE FOREST

By _____
Mayor

Attest _____
City Clerk

VILLAGE OF LAKE ZURICH

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF GURNEE

By _____
Village President

Attest _____
Village Clerk

EXHIBIT A
QUOTE FROM TI TRAINING

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR THE PURPOSE OF A SHARED TRAINING SIMULATOR
BETWEEN THE VILLAGE OF VERNON HILLS
AND LOCAL LAW ENFORCEMENT PARTNERS**

This Agreement is entered into as of ____April 17th____, 2023 (the "Effective Date"), by and between the CITY OF VERNON HILLS, the VILLAGE OF MUNDELEIN, the VILLAGE OF LIBERTYVILLE, the CITY OF LAKE FOREST, the VILLAGE OF LAKE ZURICH, and the VILLAGE OF GURNEE (collectively referred to as "Party or Parties" and "Agency").

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the Parties here to enter into agreements among themselves and provides authority for intergovernmental cooperation; and

WHEREAS the Parties find it to be in the best interest of the Police Departments of the City of Vernon Hills, the Village of Mundelein, the Village of Libertyville, the City of Lake Forest, the Village of Lake Zurich, and the Village of Gurnee to share resources in order to improve the training available to each department's police officers; and

WHEREAS, the Parties for the past twenty years have shared the cost of a scenario based decision making simulator and are now seeking to memorialize this continued arrangement; and

WHEREAS, to train police officers in an effective and cost-efficient manner, the Parties desire to share the cost of purchasing a new portable scenario based decision making simulator manufactured by Ti Training LE LLC ; and,

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VILLAGE OF VERNON HILLS

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF MUNDELEIN

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF LIBERTYVILLE

By _____
Village President

Attest _____
Village Clerk

CITY OF LAKE FOREST

By _____
Mayor

Attest _____
City Clerk

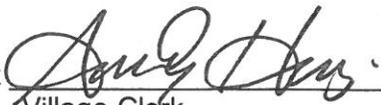
VILLAGE OF LAKE ZURICH

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF GURNEE

By 
Village Administrator

Attest 
Village Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR THE PURPOSE OF A SHARED TRAINING SIMULATOR
BETWEEN THE VILLAGE OF VERNON HILLS
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This Agreement is entered into as of ____April 17th____, 2023 (the “Effective Date”), by and between the VILLAGE OF VERNON HILLS, the VILLAGE OF MUNDELEIN, the VILLAGE OF LIBERTYVILLE, the CITY OF LAKE FOREST, the VILLAGE OF LAKE ZURICH, and the VILLAGE OF GURNEE (collectively referred to as “Party or Parties” and “Agency”).

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the Parties here to enter into agreements among themselves and provides authority for intergovernmental cooperation; and

WHEREAS the Parties find it to be in the best interest of the Police Departments of the Village of Vernon Hills, the Village of Mundelein, the Village of Libertyville, the City of Lake Forest, the Village of Lake Zurich, and the Village of Gurnee to share resources in order to improve the training available to each department’s police officers; and

WHEREAS, the Parties for the past twenty years have shared the cost of a scenario based decision making simulator and are now seeking to memorialize this continued arrangement; and

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VILLAGE OF VERNON HILLS

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF MUNDELEIN

By _____
Village President

Attest _____
Village Clerk

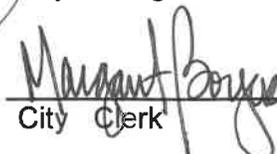
VILLAGE OF LIBERTYVILLE

By _____
Village President

Attest _____
Village Clerk

CITY OF LAKE FOREST

By  _____
City Manager

Attest  _____
City Clerk



VILLAGE OF LAKE ZURICH

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF GURNEE

By _____
Village President

Attest _____
Village Clerk

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FOR THE PURPOSE OF A SHARED TRAINING SIMULATOR
BETWEEN THE VILLAGE OF VERNON HILLS
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This Agreement is entered into as of May 1st, 2023 (the “Effective Date”), by and between the VILLAGE OF VERNON HILLS, the VILLAGE OF MUNDELEIN, the VILLAGE OF LIBERTYVILLE, the CITY OF LAKE FOREST, the VILLAGE OF LAKE ZURICH, and the VILLAGE OF GURNEE (collectively referred to as “Party or Parties” and “Agency”).

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By _____
Village President

Attest _____
Village Clerk

VILLAGE OF MUNDELEIN

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF LIBERTYVILLE

By _____
Village President

Attest _____
Village Clerk

CITY OF LAKE FOREST

By _____
Mayor

Attest _____
City Clerk

VILLAGE OF LAKE ZURICH

By *Jim Depton*
Village President

Attest *Kathleen Johnson*
Village Clerk

VILLAGE OF GURNEE

By _____
Village President

Attest _____
Village Clerk

EXHIBIT A
QUOTE FROM Ti TRAINING

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR THE PURPOSE OF A SHARED TRAINING SIMULATOR
BETWEEN THE VILLAGE OF VERNON HILLS
AND LOCAL LAW ENFORCEMENT PARTNERS**

This Agreement is entered into as of **May 08, 2023** (the "Effective Date"), by and between the VILLAGE OF VERNON HILLS, the VILLAGE OF MUNDELEIN, the VILLAGE OF LIBERTYVILLE, the CITY OF LAKE FOREST, the VILLAGE OF LAKE ZURICH, and the VILLAGE OF GURNEE (collectively referred to as "Party or Parties" and "Agency").

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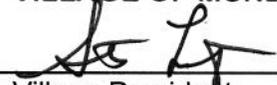
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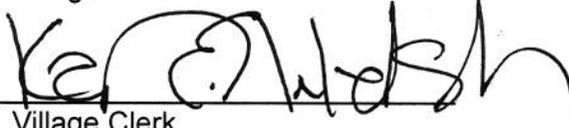
VILLAGE OF VERNON HILLS

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF MUNDELEIN

By  _____
Village President

Attest  _____
Village Clerk

VILLAGE OF LIBERTYVILLE

By _____
Village President

Attest _____
Village Clerk

CITY OF LAKE FOREST

By _____
Mayor

Attest _____
City Clerk

VILLAGE OF LAKE ZURICH

By _____
Village President

Attest _____
Village Clerk

VILLAGE OF GURNEE

By _____
Village President

Attest _____
Village Clerk

EXHIBIT A
QUOTE FROM TI TRAINING

Quote

Vernon Hills PD
 754 Lakeview Pkwy.
 Vernon Hills, IL 60061
 +1 (847) 3624449/482



4680 Table Mountain Drive
 Suite 150
 Golden, CO 80403
 (800) 634-1936
<http://TiTraining.com/>

Estimate No. 7430 Issued on Mon Mar 13, 2023

Qty	Name	Description	Rate	Amount	Tax
1	RECON Single Screen CORE System-	Portable RECON Single Screen CORE Portable Laptop system in Gator Case; 25' Cables; Portable speakers; 950+ interactive scenarios, graphic marksmanship & skill builders. 12' Rear Projection Portable Screen 2- Replica Dry Fire Blue Guns 1- Flashlight	\$42,000.00	\$42,000.00	NON
2	Recoil Kit for Handgun	Weapon not included. 1- Glock 17 Gen 5 1- S&W M&P 2.0 9mm	\$2,950.00	\$5,900.00	NON
1	Recoil Kit for Rifle	Dvorak drop-in air Recoil Kit for Rifle with 1 Co2 magazine.	\$3,000.00	\$3,000.00	NON
1	Taser 7 Laser Device	Inert Taser 7 Device with 2 mounted lasers	\$2,650.00	\$2,650.00	NON
1	OC Laser Canister		\$1,400.00	\$1,400.00	NON
1	Master Instructor Train Onsite	2 classes At Customer Location for 8 Trainees each (16 total) run consecutively	\$3,800.00	\$3,800.00	NON
1	Refill Nozzle for Recoil Kit	Off Large CO2 Tank (Tank not included)	\$450.00	\$450.00	NON
1	*Shipping		\$500.00	\$500.00	NON
1	*Discount	trade in value	\$-2,000.00	\$-2,000.00	NON
1	*Discount	Taser 7 discount	\$-650.00	\$-650.00	NON
				Tax	\$0.00

**Estimated Total
Deposit Due**

**\$57,050.00
\$0.00**

Signature:

Signature Date:

Thank you for considering Ti Training LE LLC.

If these items meet your approval, automatically approve this estimate now!

QUESTIONS? CONTACT US

Kila Otte
kila@titraining.com
3034143555

TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

NOTE:

This is not an invoice. Please contact Ti Training/Ti Outdoors if you approve this quote and wish to proceed with an order.