

AGREEMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND THE VILLAGE OF EAST HAZEL CREST FOR THE ENFORCEMENT OF THE ILLINOIS VEHICLE CODE DIRECTLY RELATED TO COMMERCIAL MOTOR VEHICLES

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the Village of Homewood, a municipality located in the Count of Cook, State of Illinois (hereinafter called "Homewood") and the Village of East Hazel Crest, a municipality located in the County of Cook, State of Illinois (hereinafter called "East Hazel Crest").

WITNESSETH:

WHEREAS, Homewood and East Hazel Crest are each units of local government in the County of Cook and State of Illinois, and are contiguous to one another have as their boundary, 175th Street, on Homewood's northern boundary and East Hazel Crest's southern boundary; and

WHEREAS, both Homewood and East Hazel Crest have heavy industrial traffic of truck tractors and trailers using their streets for commerce due to railroad terminals located within the boundaries of these municipalities and truck terminals located within the surrounding communities; and

WHEREAS, these truck trailers are often over the allowable weight for transit on the streets of Homewood and East Hazel Crest; and

WHEREAS, it is to the mutual advantage of Homewood and East Hazel Crest and to the residents of these municipalities to have this truck traffic policed to ensure overweight vehicles are not damaging the streets of the municipalities; and

WHEREAS, East Hazel Crest is better equipped with scales to determine the weight of tractor trailers; and

WHEREAS, under Article 7, Section 10 of the Constitution of the State of Illinois, units of local government are authorized to contract among themselves to obtain services and to exercise, combine or transfer any power or function in any manner not prohibited by law.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, agree as follows:

1. Homewood hereby grants East Hazel Crest police jurisdiction over the described parcel of property within the Village of Homewood for the sole purpose of enforcing the Illinois Vehicle Code on commercial vehicles within the jurisdiction of the Village of Homewood in the limited areas of
 - 175th Street from Halsted to Ashland
 - 175th St from Governors to Dixie Hwy
 - Halsted from 175th St to 183rd St
 - Ridge from Halsted to Dixie Hwy
 - Dixie Hwy from 175th St to Ridge Rd
 - Ashland Ave from 175th St to Ridge Road
2. This Agreement grants the officers of the East Hazel Crest Police Department the authority to enforce the Illinois Vehicle Code on commercial vehicles within the described area within the jurisdiction of the Village of Homewood with the following provisions:
 - a. All enforcement arrests will be processed by and set on the East Hazel Crest police court calls. All records of enforcement activity will be maintained by the Village of East Hazel Crest with a monthly summary report provided to the Village of Homewood.
 - b. All fines actually accessed by the court of jurisdiction shall be distributed to East Hazel Crest with 50% of the fines collected to be transferred to the Village of Homewood within 30 days of receipt by East Hazel Crest.

- c. Any expenses of appeals or charge backs (returns) on fines levied will be split 50% by both municipalities.
 - d. Officers assigned or approved to work the expanded commercial vehicle enforcement within the Village of Homewood, shall be approved by the East Hazel Crest Chief of Police and shall not supersede any duties within East Hazel Crest.
 - e. Both municipalities agree to assume liability for its own personnel assigned, as well as for vehicles and equipment used by their respective personnel when working; and each municipality assumes responsibility for its own members acting pursuant to this agreement.
- 3. All notices hereunder shall be sent by registered or certified mail to the Village of Homewood in care of the Chief of Police, 17950 Dixie Highway, Homewood, IL 60430 and the Village Manger, 2020 Chestnut, Homewood, IL 60430, and to East Hazel Crest in care of the Chief of Police, 17223 Throop, East Hazel Crest, Illinois 60429 and Village Administrator at 1904 W 174th St, East Hazel Crest, IL 60429.
 - 4. This Agreement is binding upon the parties hereto and their respective successors and assigns specifically including but not limited to, all future Boards of each Municipality executing this Agreement. This Agreement may be enforced in any Court of competent jurisdiction in Cook County, Illinois or in any other Court having jurisdiction of the parties or the subject matter of the Agreement. The Mayor or President and Clerks of the Municipalities executing this Agreement hereby warrant that they have been authorized by their respective Village Board to do so.
 - 5. This Agreement may be terminated by the mutual agreement of both municipality; or by either municipality by giving 30 days Notice of Written Termination to the other municipality.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written;

VILLAGE OF HOMEWOOD

Village President

Attest

Village Clerk

VILLAGE OF EAST HAZEL CREST

Village President

Attest

Village Clerk