

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, **KRISTIN A. THIRION**, the duly appointed and qualified Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2017-R-034

**A RESOLUTION AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
AND THE MOKENA FIRE PROTECTION DISTRICT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 20th day of June, 2017, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 20th day of June, 2017.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: **Yunker, Pannitto, Berg, Brady, Glotz, Mangin**

NAYS: **None**

ABSENT: **None**

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this day of , 2017.

Kristin A. Thirion
Village Clerk

RESOLUTION NO. 2017-R-034

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BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
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FOR FLEET MAINTENANCE AND REPAIR SERVICES**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Village of Mokena, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.


ADOPTED this 20th day of June, 2017, by the Corporate Authorities of the Village of Tinley Park on
a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Mangin

NAYS: None

ABSENT: None

APPROVED this 20th day of June, 2017, by the President of the Village of Tinley Park.



Jacob C. Vandenberg
Village President

ATTEST:



Kristin A. Thirion
Village Clerk

EXHIBIT 1

**AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE TINLEY PARK FIRE DEPARTMENT
AND THE MOKENA FIRE PROTECTION DISTRICT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOKENA FIRE PROTECTION DISTRICT AND
THE TINLEY PARK FIRE DEPARTMENT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is entered into this 20th day of June, 2017, by and between the Tinley Park Fire Department, an Illinois Municipal Corporation, (hereinafter referred to as "Tinley Park") and the Mokena Fire Protection District, an Illinois Municipal Corporation, (hereinafter referred to as "Mokena").

WHEREAS, Tinley Park desires to obtain Fleet Maintenance and repair for Tinley Park's vehicles and equipment from Mokena; and

WHEREAS, Mokena desires to provide said maintenance and repair services to Tinley Park; and

WHEREAS, it is in the best interests of both Mokena and Tinley Park to enter into this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2: Service Provided by Mokena

- a) Mokena will provide Maintenance and repair for Tinley Park Fleet Vehicles and Equipment. It is mutually understood that Mokena is not the sole provider of Services for Tinley Park.
- b) The standard general labor rate agreed to is set forth at \$95.00/ hour unless specific services are identified through menu pricing and included in this document. A minimum charge of \$23.75 / quarter hour will be charged for all unscheduled labor.
- c) The General Apparatus Maintenance Program will be per the attached "Mokena Fire Protection District Apparatus Maintenance Program" dated 3/13/17 marked as Exhibit A. Prices will be determined based upon the 2017 price sheet which is attached as Exhibit B.
- d) Unscheduled and Emergency Repairs, Daytime. Mokena makes no guarantee that emergency daytime services can be provided. Mokena does NOT have "Full-time Personnel" in place. Mokena recognizes the sensitive nature of the assets of Tinley Park and the importance of their services to our local communities. Mokena is committed to providing equally outstanding services to all of its customers. Mokena reserves the right

to prioritize, and or reprioritize, its daily workloads as situations dictate. In addition Mokena reserves the right to engage the services of private contractors to meet its obligations in keeping all fleet assets operational in a timely manner. Any service work extending beyond the normal work day and requiring overtime are performed at 1.25 times the general shop labor rate. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park. These services are performed at the standard general labor rate.

- e) **Unscheduled and Emergency Repairs, Afterhours.** Mokena makes no guarantee that emergency after hour's services can be provided. Mokena does NOT have "On Call Personnel" in place to accommodate after hours services. Fleet personnel are permitted to respond on a case by case situation, but are not mandated to do so. Services provided in this nature are at 1.25 times the general labor rate, a minimum of two hours per call out will be billed. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park.

Section 3: Waiver; Release; Indemnity

Tinley Park hereby waives, releases and holds harmless Mokena, its elected and appointed officers, officials, attorneys, and employees from, and agrees that Mokena shall not be liable for, any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of the Services pursuant to this Agreement, except only in the event of a willful and wanton conduct on the part of Mokena as determined by a court of law making a specific finding of fact.

Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement.

Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Section 4: Insurance

Each party shall maintain insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken in this Agreement.

Section 5: Term

The term of this Agreement shall be for a period of one (1) year from the date of execution and may be renewed by either party for consecutive additional one (1) year terms upon written notice by either party received sixty (60) days prior to the expiration of the then current term.

However, either party shall have the right to terminate this Agreement upon 15 days written notice delivered by certified mail or in person to the other party.

Tinley Park shall be responsible for payment to Mokena for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, prorated basis, based upon the terms cited in this Agreement.

Section 6: No Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

Section 7: Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

Mokena shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Mokena and Tinley Park.

Section 9: Default

If a Party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching Party files suit as a result thereof, the non-breaching Party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.

Section 10: Governing Law.

The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 11: Severability.

The purpose of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

Section 12: Construction.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

Section 13: Notices.

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Mokena:

Chief Howard Stephens
Mokena Fire Protection District
19853 Wolf Road
Mokena, IL 60448

To Tinley Park:

Fire Chief
Tinley Park Fire Department
6825 W. 173rd Place
Tinley Park, IL 60477

Section 14: Authorized Representatives


The officers of Tinley Park executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of Tinley Park. The officers of Mokena hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Mokena.

Section 15: Entire Agreement

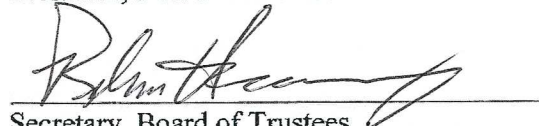
It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**MOKENA FIRE PROTECTION
DISTRICT**



President, Board of Trustees

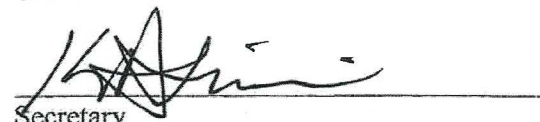


Secretary, Board of Trustees

VILLAGE OF TINLEY PARK



President



Secretary

EXHIBIT A

Mokena Fire Protection District Apparatus Maintenance Program 3-13-17

- Emergency Vehicle Technician (EVT) mechanics are full-time firefighters with the District.
- The MFPD maintenance coordinator will schedule an appointment for apparatus maintenance with a department representative for a time that is convenient for both agencies.
- Basic Preventive Maintenance includes: engine oil and filter change, fuel filter change, chassis and driveline lubrication, set tire pressures, top off all fluids, and apparatus inspection.
- Apparatus inspection process is based on NFPA 1911 Standard for Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus.
- For basic prevention maintenance, an ambulance will be in shop for approximately 2- 3 hours, while an engine or truck will be approximately 4 -5 hours.
- Optional in-depth brake and front-end inspection conducted by Chandler Services. Chandler Services pulls tires and checks brakes & seals and provide written documentation on brake wear. This can be schedule to be done at same day as preventive maintenance.
- Maintenance is scheduled during mechanics off duty time. When performing maintenance, mechanics do not leave for calls or other duties.
- If a major mechanical issue was discovered during preventive maintenance, the department designee would be contacted and informed of the problem.
- Maintenance records such as fluid and filter type for each apparatus would be kept. The invoice issued would include all work completed, fluids and parts used including a copy of the inspection report.

EXHIBIT B

2017 SERVICE PRICE SHEET

Quick Lube	Ambulance	Engine/ Squad	Truck
Estimated Costs			
Fuel filter	\$ 48.00	\$ 21.00	\$ 21.00
Oil filter	\$ 40.00	\$ 48.25	\$ 48.25
Oil	\$ 96.25	\$ 137.50	\$ 137.50
Chassis & Driveline Lubrication	\$ 5.00	\$ 5.00	\$ 5.00
Shop Supplies (5% labor, cap)	\$ 9.00	\$ 14.25	\$ 19.00
Estimated Labor (\$95/ hour) +/- time dependant on situation found	\$ 190.00	\$ 285.00	\$ 380.00
Total Cost	\$ 388.75	\$ 511.00	\$ 610.75

Optional Services Below Billed at a time and material cost

Pump Oil

\$350 and up \$350 and up

** price dependent on quart capacity

Transmission

Transmission Filter & Check Service

Transmission Drain, Filter & Check Service

Brakes & Front End

Brake/Front End Inspection

Additional Services

Air Filters

Breathers

Wipers

Batteries