
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2018-R-039

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230 TO INSTALL AND OPERATE A BI-DIRECTIONAL AMPLIFIER (“BDA”)

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
Board of Trustees

RESOLUTION NO. 2018-R-039

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WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with The Board of Education of Consolidated High School District No. 230, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

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 "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 Agreement.

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

ADOPTED this 19th day of June, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz

NAYS: None

ABSENT: None **ABSTAIN:** Curran

APPROVED this 19th day of June, 2018, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-039, "A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230 TO INSTALL AND OPERATE A BI-DIRECTIONAL AMPLIFIER ("BDA")," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 19, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____ 2018.



KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

THE BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230 AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT NO.
230 AND THE VILLAGE OF TINLEY PARK**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on the 19th day of June, 2018, by and between the Board of Education of Consolidated High School District No. 230 (“Board”) and the Village of Tinley Park (“Village”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Village is a municipality, organized and existing under the laws of the State of Illinois; and

WHEREAS, the Board is a body politic and corporate, organized and existing under the laws of the State of Illinois, which operates Victor J. Andrew High School (“Andrew High School”) within the Village’s jurisdiction; and

WHEREAS, both the Board and the Village are authorized and empowered to contract with one another pursuant to the provisions of the Constitution of the State of Illinois of 1970, Article VII, Section 10, and Section 3 of the *Intergovernmental Cooperation Act* (5 ILCS 220/3); and

WHEREAS, the Board and the Village agree that it is in the best interests of their respective constituents to install and operate a bi-directional amplifier (“BDA”) within Andrew High School, to improve communications in the event of an emergency, pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals**: The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Term and Termination**: This Agreement shall commence on the date of the last party to sign this Agreement and shall continue in effect until terminated as provided herein. The Parties may terminate this Agreement for convenience at any time upon thirty (30) days written notice to the the other party. In addition, this Agreement may be terminated by mutual written agreement of the Parties. Upon termination of this Agreement, for any reason, if requested by the Board, the Village shall, at its sole cost, remove the BDA and all related equipment from Andrew High School. If the Village does not remove the BDA and all related equipment within forty-five (45) days of receipt of a request from the Board, then the Board may, at its option, remove the BDA and all related equipment and - return to the Village.

3. **Installation**: The Village shall enter into an agreement with OnSite Communications USA, Inc. to purchase all of the equipment and services (except as otherwise

provided herein), for the installation of a bi-directional amplifier (“BDA”) in Andrew High School, as described on the quotation, which is attached hereto as Exhibit A, and on other terms and conditions that are mutually agreeable to the Parties. The Village shall own the BDA and all equipment purchased from OnSite Communications USA, Inc. The Parties shall mutually agree upon the location of the BDA within Andrew High School. Notwithstanding the foregoing, employees of the Board shall physically install all cabling, antennas, and equipment necessary for the BDA to become operational. Each party shall be responsible for one-half (1/2) of the cost of the BDA and installation thereof. The Board shall receive a credit of Six Thousand Dollars (\$6,000), to account for the installation work to be conducted by Board employees. At the Village’s option, the Board shall either reimburse the Village or pay Onsite Communications USA, Inc. directly for the Board’s portion of the cost, upon receipt of an invoice.

4. **Maintenance and Repairs:** After the installation of the BDA, the Village shall be responsible, at its sole expense, for conducting repairs and maintenance work to ensure the BDA remains in good working condition and for maintaining the BDA in accordance with any applicable manufacturer specifications. In the event the Village fails to maintain or repair the BDA and such failure continues for a period in excess of five (5) days following notice of such failure from the Board (or in case of emergency, a shorter notice period as may be required under the circumstances), then the Board shall be permitted, but not required, to take necessary and appropriate actions to cure such failure (including, without limitation, performance of the applicable repair), in which event, the Village shall reimburse the Board for the reasonable costs and expenses actually incurred in connection with such repair or maintenance.

5. **Access to Conduct Maintenance and Repairs:** The Board shall provide the Village, or its employees or agents, with reasonable access to the BDA for the purposes of conducting maintenance or repair activities in accordance with Paragraph 4 of this Agreement; provided, however, that the Village must notify the Principal of Andrew High School, or his/her designee, in advance of its need to access the BDA. Because the BDA will be located within a functioning high school, the Village will make a good faith effort to schedule routine maintenance and repairs outside of school hours. In the event that the Village engages a third party to conduct maintenance or repairs of the BDA, the Board reserves the right to require that any individuals who will be on Board property during school hours submit to a criminal background check, at the Village’s expense. The Village acknowledges that, if any such person is found to have been convicted of any offenses restricting his or her presence on school property under state or federal law, he/she shall be prohibited from performing any services hereunder.

6. **Removal of the BDA by the Village:** The Village may not remove, relocate, or disable the BDA without the prior written consent of the Board, except as provided in Paragraph 2.

7. **Mutual Indemnification:** The Board shall indemnify, defend, and hold the Village and its officers, agents, and employees (“Village Indemnitees”) harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney’s fees arising out of, proximately caused by or incurred by reason of any negligent acts or omissions of the Board and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act* (745 ILCS 10/1 *et seq.*), or otherwise provided by law.

The Village shall indemnify, defend and hold the Board, its individual Board members, agents, and employees (“Board Indemnitees”) harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys’ fees arising out of, proximately caused by or incurred by reason of any negligent acts or omissions of the Village and its agents, contractors, invitees, or employees related to this Agreement, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.)*, or otherwise provided by law.

8. Insurance: Each party shall keep in force at all times during the term of this Agreement, (i) commercial general liability insurance, on an occurrence basis, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, (ii) worker’s compensation insurance in the statutory amounts and employer’s liability insurance with limits of at least \$500,000 each accident for bodily injury by accident and each employee for bodily injury by disease; (iii) umbrella or excess insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the aggregate with the umbrella or excess insurance following the form of the underlying insurance in all respects; and (iv) commercial automobile liability insurance with limits of no less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage, on all vehicles owned or operated. Within seven (7) days of the last Party’s execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. With the sole exception of the worker’s compensation insurance, each party shall name the other party’s Indemnitees (as defined in Paragraph 7) as additional insureds on all insurance required hereunder on a primary and noncontributory basis.

9. Compliance with Laws: The Parties shall comply with all federal, state, county and municipal laws, rules and regulations that apply to the performance of each party’s respective obligations under this Agreement, including, but not limited to, the Illinois *Prevailing Wage Act* and the Illinois *Public Construction Bond Act*. To the extent a party under this Agreement is required to obtain payment and performance bonds pursuant to the *Public Construction Bond Act* for work being performed on the BDA, such party shall cause the other party hereto to be named as a co-obligee on such bonds.

10. Notices: Any notices and communications required to be given under this Agreement shall be in writing and, except as otherwise expressly provided, shall be either (i) mailed by registered or certified mail, return receipt requested, postage prepaid, (ii) sent by a nationally recognized overnight delivery service, or (iii) personally delivered by hand against receipt therefor to the Parties at the address set forth below, or such other address as any party may designate to the others by notice hereunder. All such notices shall be deemed to have been received on the date of personal delivery, or, if sent by overnight delivery service or mailed, on date of deposit with such service.

To the Village: Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, IL 60477
Attn: Village Manager

With a copy to: Peterson, Johnson & Murray- Chicago, LLC
200 W. Adams, Suite 2125
Chicago, Illinois 60606
Attn: Patrick G. Connelly

To the Board: Consolidated High School District No. 230
15100 S. 94th Avenue
Orland Park, Illinois 60462
Attn: Assistant Superintendent for Business Services

With a copy to: Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
3030 Salt Creek Lane, Suite 202
Arlington Heights, IL 60005
Attn: Kerry B. Pipal

11. Complete Understanding: This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

12. Third Party Beneficiaries: This Agreement is solely between the Board and the Village. No other party, including any third party, either express or implied, may rely upon the terms and conditions hereof whatsoever.

13. Binding Effect: This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives.

14. Assignment: Neither party may assign this Agreement without the prior written consent of the other party, which may be withheld in its sole discretion.

15. Governing Law: This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules.


16. Authority to Execute: Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.


17. Waiver: The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

SIGNATURE PAGE FOLLOWS

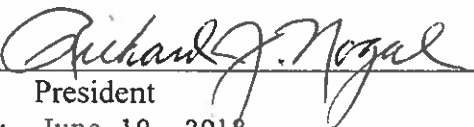
IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement as of the day first above written.

VILLAGE OF TINLEY PARK

By: 
Its: Village President
Date: June 19, 2018

ATTEST:
By: 
Its: Village Clerk
Date: June 19, 2018

**BOARD OF EDUCATION OF
CONSOLIDATED HIGH SCHOOL
DISTRICT NO. 230**

By: 
Its: President
Date: June 19, 2018


ATTEST:
By: 
Its: Secretary
Date: June 19, 2018

EXHIBIT A - QUOTATION

Onsite Communications USA, Inc.

8008 W. 171st Street
Tinley Park, IL 60477
Phone: (708) 429-0234 . Fax: (708) 429-9566

QUOTATION

March 16, 2018

Customer Information:

Village Of Tinley Park . 16250 S. Oak Park Avenue . Tinley Park, IL 60477
Attn: John Urbanski / Max Machuta. Phone: 708.444.5000 Fax 708.444.5299
jurbanski@tinleypark.org mmachuta@aol.com

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Comprod # 17BDA2028 Transmit/Receive Multicoupler BDA	\$ 26,150.00	\$ 26,150.00
10	Comprod # 871-70-LM 870 LM Series Vhf Exposed Dipoles (138-174Mhz indoor antenna)	\$ 340.00	\$ 3,400.00
1	Comprod # 250-70 Wideband Yagi Vhf Yagi 138-174Mhz Full Band 7db	\$ 1,050.00	\$ 1,050.00
4	Comprod # 50-13-03-05 Directional Coupler 3db Internal Load, 138-174Mhz	\$ 345.00	\$ 1,380.00
5	Comprod # 50-13-48-05 Directional Coupler 4.8db Internal Load, 138-174Mhz	\$ 345.00	\$ 1,725.00
1	Polyphaser Lightning Protector # IS-50NX-C2	\$ 70.00	\$ 70.00
2000	Times Microwave ½" LMR Foam Dielectric Cable	\$ 1.55	\$ 3,100.00
36	Times Microwave # EZ-600-NMH-X N-Male	\$ 14.50	\$ 522.00
1	Labor (Terminate Cabling, Install Antennas, Tune In Amp, 3 Tech's 8 hours per day 8am to 4pm)	\$ 3,000.00	\$ 3,000.00
			Total \$ 40,397.00

Note:

Quote Good for 30 Days!
School district maintenance department will be running cable chases throughout building.
Shipping and Handling will be additional to the cost of total equipment. If we cannot get a scissor lift to be used from the high school it will be additional. Also if we have to work after hours labor rate will need to be adjusted.

Richard T. Maloney, Sales & Service Representative
richmaloney@onsite2way.com
Mobile 708.259.2958

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