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

RESOLUTION
NO. 2021-R-004

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING
USE OF DEPARTMENT RANGE FACILITIES BETWEEN THE VILLAGE OF TINLEY PARK
AND THE ILLINOIS STATE POLICE**

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

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

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USE OF DEPARTMENT RANGE FACILITIES BETWEEN THE VILLAGE OF TINLEY PARK
AND THE ILLINOIS STATE POLICE**

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Memorandum of Understanding (“MOU”) by and between the Village of Tinley Park and the Illinois State Police for use of Department Range Facilities, a true and correct copy of such MOU 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 MOU 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 Memorandum of Understanding be entered into and executed by said Village of Tinley Park, with said MOU 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 26th day of January, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

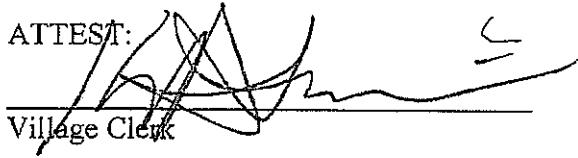
AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller

NAYS: None

ABSENT: None

APPROVED this 26th day of January, 2021, by the President of the Village of Tinley Park.

ATTEST:


Village Clerk

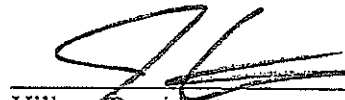

Village President

EXHIBIT 1
MEMORANDUM OF UNDERSTANDING

MEMORANDUM of UNDERSTANDING
Use of Departmental Range

The Illinois State Police, hereinafter referred to as the "Department," and the requesting outside agency, hereinafter referred to as the "Agency," hereby agree to the following conditions and provisions:

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to allow qualified personnel from outside law enforcement agencies to use Departmental range facilities.

II. TERM

This MOU shall commence from the date of signature of each of the parties and shall terminate on TBO.

III. Definitions

A. Qualified Personnel

1. Personnel who are authorized by their Agency to perform qualification/training shoots and are certified by the Illinois Law Enforcement Training and Standards Board (ILETSB).
2. Personnel of an ILETSB exempt Agency who are authorized and certified to perform qualification/training shoots by their Agency.
3. Certified range officers are Qualified personnel.

B. Certified range officer

1. A Department officer certified in the Department Firearms Instructor Course.
2. Officers certified by successful completion of an ILETSB Firearms Instructor Course or equivalent for ILETSB exempt Agencies.

IV. RESPONSIBILITIES OF THE PARTIES

A. Department's Responsibilities

1. The Department will have full and final authority over all personnel and related activities on the range.
2. Use of the Academy range is subject to authorization by the Department Academy Commander.
3. Use of District range facilities is subject to authorization by the respective District Commander.
4. The Department shall retain the authority to establish any rules or regulations regarding the use of its ranges.
5. The Department may, at its discretion, suspend or terminate the Agency's use of the range at any time if the Agency is violating any rules or regulations or the shoot is no longer considered safe.

B. Agency's Responsibilities

1. The Agency will furnish their own targets, ammunition and all other equipment relative to their use of the range.

Memorandum of Understanding
Use of Departmental Range

2. The Agency will conduct their own shoots.
3. The Agency must provide a certified range officer who will take charge and supervise the Agency's activities when using the Department range.
4. The Agency shall ensure that all Agency personnel will wear eye and ear protection while on the range.
5. The Agency must have the personnel and related activities approved by the Department. In addition, the Agency will check in and out with onsite Department personnel both prior to and following the use of a Departmental range facility.
6. Set-up and clean-up are the responsibility of the Agency.
7. The Agency will immediately report any and all injuries that occur on Departmental property to the Department.
8. The Agency agrees to comply with the following range rules and regulations as well as any additional Department range operations rules and regulations that are posted:
 - a. Do not load, unload, or handle your weapon unless you are on the firing line, no one else is down range from you and you have the permission of the instructor.
 - b. When on the firing line, all muzzles will be pointed safely down range at all times.
 - c. If you have a problem with your weapon that you cannot fix, keep your weapon pointed safely down range, raise your hand and wait for an instructor to come to you.
 - d. There will be a safety area where you can work on or clean your weapon. Weapons will only be assembled, disassembled, cleaned or otherwise worked on in the designated safety area. No ammunition will be permitted in the safety area.

IV. GENERAL PROVISIONS

- A. **Termination.** Either party may terminate this MOU with advance written notice to the other party of such termination.
- B. **Renewal.** Renewal of this MOU may be completed upon written agreement of the Agency and Department.
- C. **Modifications by Operation of Law.** This MOU is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this MOU. Any such required modification shall be incorporated into and become part of this MOU as if fully set forth herein. The Department shall timely notify the Agency of any pending implementation of or proposed amendment to such regulations of which it has notice.
- D. **Discretionary Modifications.** Any modifications to this MOU must be in writing and acceptable to both parties. Any suggested changes or addendums may be submitted in writing by either party at any time. Both parties agree to respond to the other party in writing within 30 days of a suggested change. Both parties must agree in writing to accept and enforce any changes to this MOU.

Memorandum of Understanding
Use of Departmental Range

- E. **Cancellation.** The Department has the sole authority to cancel an event if the Department determines that the event is prevented, rendered impossible or infeasible by any act, or regulation of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including illnesses such as Foot and Mouth Disease, interruption in delay of transportation services, war, act of God, emergencies or any other similar or dissimilar cause beyond its control. If an event is cancelled under this paragraph, it is understood and agreed that there shall be no claim for damages by either party to the contract, and that the parties' obligations under this MOU are deemed waived. If an event is cancelled under this paragraph, the Department will notify the Agency and return all monies paid to the Department under this MOU.
- F. **Force Majeure.** Should the respective Department range or a portion of the Department range be closed or the performance of this MOU by either party be prevented, rendered impossible or infeasible by any act, or regulation of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including animal illnesses, interruption in or delay of transportation services, war, Act of God, emergencies or any other similar or dissimilar cause beyond the control of either party, it is understood and agreed that there shall be no claim for damages by either party to the contract, and that the parties' obligations under this agreement are deemed waived.
- G. **Waiver of Liability.** The Agency and the person executing this application in his/her capacity as the responsible official representing the Agency, hereby accepts full responsibility for the conduct of any and all shoots and hereby releases the State of Illinois, the Department and its agents or employees from any liability or claim that may arise from any injury or other accident or incident involving any persons using these facilities with the Agency. The Agency and the person executing this application in his/her capacity further agrees to indemnify, release and hold harmless the State of Illinois, the Department and its agents or employees from the action of any third party resulting from the act, negligence or otherwise, of any member of the Agency.
- F. **Reimbursement.** The Agency and the person executing this application agree to reimburse the Department any expenditure that it incurs for any damage caused by the Agency, except damages caused by normal wear and tear.

V. **APPLICABLE STATUTES**

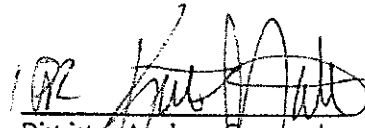
- A. **Agency's Responsibility.** All applicable Federal, State and local laws, rules and regulations governing the performance required by the Agency shall apply to this MOU and will be deemed to be included in this MOU the same as though written herein in full. The Agency is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring the Agency's compliance.

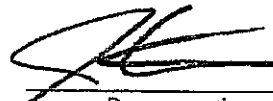
Memorandum of Understanding
Use of Departmental Range

VI. MISCELLANEOUS PROVISIONS

- A. **Governing Law.** This MOU shall be governed by and construed according to Illinois law.
- B. **Waivers.** A waiver of any condition of this MOU must be requested in writing. No waiver of any condition of this MOU may be effective unless in writing from and signed by the Director of the Department.
- C. **Severability Clause.** If any provision under this MOU or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this MOU, which can be given effect without the invalid provision or application.
- D. **Integration Clause.** This MOU, consisting of 4 pages, along with any attachments, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

Executed this 26th day of January, 2021.


ISP #5629
District or Academy Commander
Illinois State Police
Range Supervisor


Agency Representative
Jacob C. Vandenberg
~~Village President~~
Print Name/Title

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. 2021-R-004, "A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING USE OF DEPARTMENT RANGE FACILITIES BETWEEN THE VILLAGE OF TINLEY PARK AND THE ILLINOIS STATE POLICE", which was adopted by the President and Board of Trustees of the Village of Tinley Park on January 26, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 26th day of January, 2021.



VILLAGE CLERK



CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: 2021-R-004 MOU - Illinois State Police Firing Range

Exhibits Attached: Yes No

Contracting Party/Vendor: _____

Contract Contact Info: _____

Bid Opening Date (If applicable): _____

Mylar (Rcvd by Clerk's Office): Y / N - Date Sent for Recording: _____ Date Recorded: _____

Certificates of Insurance Received: Yes No

Contract Expiration: Date: _____

Signature of Contracting Party received: Yes Date: _____

Staff Review Date: _____ Approved Via: _____ By: _____

Attorney Review: Date: _____ Approved Via: _____ By: _____

Village Manager Review: Date: 1/22/2021 Approved Via: IN PERSON By: DN

Committee Review Date: 1/26/2021 Committee Type: COW

Committee Approval Date: 1/26/2021 Committee Type: COW

Village Board Meeting: Date: 1/26/2021

Village Board Approval: Date: 1/26/2021 Approved: X Denied: _____

Notes: