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

RESOLUTION
NO. 2022-R-094

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF TINLEY PARK AND THE VILLAGE OF ROMEOVILLE FOR FIRE ACADEMY**

MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2022-R-094

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE VILLAGE OF ROMEOVILLE FOR FIRE ACADEMY

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 Romeoville, a true and correct copy of such Intergovernmental 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 Intergovernmental Agreement be entered into by the Village of Tinley Park, and but for the provision of the inducements therein the property would not be developed as provided therein;

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.

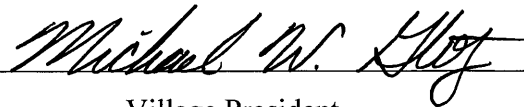
ADOPTED this 16th day of August, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: Galante

APPROVED this 16th day of August, 2022, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 16th day of August, 2022 by and between the Village of Romeoville, an Illinois Home Rule municipal corporation (hereinafter referred to as "Romeoville") and the Village of Tinley Park, an Illinois Home Rule municipal corporation (hereinafter referred to as "Tinley").

WITNESSETH:

WHEREAS, Romeoville is a home rule municipality organized and existing under the laws of the State of Illinois and under the provisions of the Illinois Constitution; and

WHEREAS, Romeoville, pursuant to the laws of the State of Illinois has organized and operates a fire department, through which it operates the Romeoville Fire Academy (hereinafter referred to as the "Academy") as a facility to provide for the training, education and professional development of firefighting personnel and prospective firefighting personnel; and

WHEREAS, Tinley is a home rule municipality organized and existing under the laws of the State of Illinois and under the provisions of the Illinois Constitution that operates a fire department with personnel that from time to time require training, education and professional development services related to professional firefighting and

WHEREAS, Tinley owns or has the full legal right to authorize the use of certain property having a common address of 7800 W. 183rd St. and legally described in Exhibit A hereto, a copy of which is attached hereto and incorporated by reference (such property being hereinafter referred to as the "Site"); and

WHEREAS, Romeoville desires to increase and expand the operations of the Academy so as to provide increased opportunities for the training, education and professional development of firefighting personnel and prospective firefighting personnel; and

WHEREAS, Tinley is willing to provide the use of the Site to Romeoville for the provision of increased opportunities for the training, education and professional development of firefighting personnel and prospective firefighting personnel, subject to the terms of this Agreement; and

WHEREAS, Romeoville is willing to accept the aforesaid use of the Site from Tinley in accordance with the terms of this Agreement for the purpose of providing increased opportunities for the training, education and professional development of firefighting personnel and prospective firefighting personnel; and

WHEREAS, under the provisions of Article VII, Section 10 of the Illinois Constitution, and the Intergovernmental Cooperation Act (5 ILCS 220/1, et. seq.), Tinley and Romeoville have the powers to enter into intergovernmental agreements in any manner and to any extent not otherwise prohibited by law.

NOW THEREFORE, IN CONSIDERATION of the intent of this Agreement and the mutual considerations set forth in the Agreement, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals shall be deemed to be incorporated into this Agreement as if fully set forth in this Section 1.

2. **Official Designations.** During the term of this Agreement, the Site, as used for the purposes contemplated herein, shall be known and referred to by the parties as the "Romeoville Fire Academy Tinley Campus" (hereinafter sometimes referred to as the "Campus"). The provision of training, education and professional development of firefighting personnel and prospective firefighting personnel by Romeoville and the Academy with the participation of Tinley, all in accordance with the terms of this Agreement, shall be known and

referred to by the parties as the "Romeoville-Tinley Training Alliance" (hereinafter sometimes referred to as the "Training Alliance").

3. **Scope of the Agreement.** The terms and provisions of this Agreement shall only apply to the operation of the Campus for purposes of the Training Alliance, and shall not apply to limit or restrict the activities of either party conducted at other locations or which are not solely related to the operation of the Training Alliance. Without otherwise limiting the foregoing, the parties acknowledge that Romeoville shall retain full power and authority to administer and operate the Academy, and to develop, offer and conduct Academy courses and programs at locations other than the Campus, and that nothing in this Agreement shall be deemed to limit such power and authority. With respect to Training Alliance activities conducted on the Campus, the parties acknowledge that Romeoville and Tinley shall maintain joint responsibility and authority for the management and establishment of policies with respect to training, education and professional development opportunities provided by the Academy at the Campus within the Training Alliance, the scheduling and coordination of the same, and, subject to the terms of this Agreement, share equally in the revenues generated thereby.

4. **Campus/Site Use.**

A. The parties acknowledge that the Campus/Site is and will remain an asset owned by Tinley, and as such shall remain available for Tinley's use for its own training purposes. The parties agree that they shall at all times during this Agreement work together in good faith to coordinate the scheduling of Training Alliance activities and Tinley's own internal training activities so as to avoid or minimize scheduling conflicts in the use of the Campus/Site or training assets located at the Campus/Site, and to mutually resolve any such scheduling conflicts that may arise in an amicable manner. The parties further acknowledge that Tinley allows other

agencies to use the Campus/Site for training purposes from time to time, but anticipate that the scheduling of such third party agency training activities at the Campus/Site shall be subject to all prior scheduled uses of the Campus/Site for Training Alliance and Tinley internal training purposes. Tinley further agrees that it shall provide reasonable prior notice to Romeoville of third party agency/entity use of the Site involving the provision of payment of fees/compensation to the training provider by the recipients of such training, and that it shall not permit any third party agency/entity use of the Site involving the provision of payment of fees/compensation to the training provider by the recipients of such training where such training consists of or includes training/coursework that is the equivalent or substantial equivalent of training/coursework provided by Romeoville through the Academy. Each party represents to the other that it shall use its own assets and equipment for the conduct of its activities at the Site (which assets and equipment shall be clearly identified as owned by the party owning the same), and that any use by a party to this Agreement (or any third party to this Agreement) of assets or equipment at the Site and owned by the other party shall be subject to the execution of a mutually acceptable written agreement concerning the use of such assets and equipment, responsibilities concerning wear and tear or damage to or destruction of the asserts and equipment, and appropriate compensation for all of the foregoing.

B. All Training Alliance classes and related activities will be conducted by the Academy at the Campus. Academy personnel shall coordinate Training Alliance course development and scheduling with Tinley personnel so as to maximize the use of the Campus and all available Training Assets for Training Alliance purposes.

C. Tinley owns and maintains a training room at its principal facility located outside of the Campus at Fire Station No. 46, 17355 S. 68th Court, Tinley Park, Illinois. While that

facility and training room shall not be deemed to be part of the Campus for purposes of this Agreement, Tinley acknowledges that the periodic use of this training room will be necessary for the successful and efficient conduct of classroom portions of Training Alliance activities, and shall work with Academy personnel to permit the use of the training room by the Academy for Training Alliance activities on a mutually satisfactory schedule that does not unduly impede or interfere with Tinley's internal training activities and Academy Training Alliance activities.

5. **Revenues and Expenses.**

A. All net revenues received by the Academy for the conduct of Training Alliance activities (i.e., student tuition and student fees) shall be retained by Romeoville. As used herein, "net revenues" derived from the conduct of Training Alliance activities shall mean the revenues remaining after the deduction of costs incurred by the Academy in connection with the conduct of such activities, including but not limited to instructor and staff payroll costs, consumable supplies costs, and other costs reasonably and necessarily incurred by the Academy in order to conduct Training Alliance activities.

B. Romeoville and Tinley acknowledge that the Academy director and the Tinley staff member charged with training responsibility may be mutual written agreement provide for the cooperative acquisition and use of consumable supplies or materials required by them for their respective training purposes.

6. **Academy Courses for Tinley Personnel.** During the term of this Agreement, Tinley shall be entitled to designate personnel to attend each class conducted by the Academy at the Campus and/or the Tinley internal training room, the number of which shall be determined by agreement between the Academy director and the Tinley staff member charged with training responsibility. Tinley personnel attending Academy classes at the Campus and/or the Tinley

internal training room shall generally be subject to all otherwise applicable terms and conditions generally required by the Academy for student enrollment, provided, however, that the Academy director shall retain the discretion (but shall not be obligated) to waive or reduce tuition and administrative fees with respect to Tinley personnel attendance in Academy classes.

7. **Site Operation and Maintenance Costs.** Tinley, as the owner and operator of the Campus/Site, shall be responsible for taking all actions necessary to the operation and maintenance of the Campus/Site, and for paying all costs and expenses associated therewith. Romeoville's financial responsibilities to Tinley under this Agreement shall be limited to revenue sharing and cooperative purchases as set forth in Section 5 of this Agreement and providing tuition-free course spaces for Tinley personnel in accordance with Section 6 of this Agreement.

8. **Conduct of Training Alliance Courses.** Academy personnel shall conduct all Training Alliance courses and programs at the Campus and/or at the Tinley internal training room in accordance with all applicable rules, regulations, course and program delivery methods, policies and curricula established from time to time by the Academy, provided, however, that at all times when using the Campus, or any other real or personal property owned by Tinley in connection therewith, such Academy personnel (and students) shall at all times be subject to the applicable rules, regulations, ordinances and policies of Tinley. The Academy shall extend opportunities to qualified Tinley personnel to participate as instructors in the provision of Training Alliance courses and programs at the Campus and/or the Tinley internal training room, as such opportunities become available from time to time, either as part-time employees of Romeoville/Academy, or as independent contractors, if eligible for such classification under applicable IRS regulations. All Tinley personnel serving as Academy instructors, whether as part-time employees of Romeoville/Academy, or as independent contractors, shall be subject to

and comply with all applicable rules, regulations, course and program delivery methods, policies and curricula established from time to time by the Academy.

9. **Maintenance; Storage.** During the ordinary course of the Academy conduct of Training Alliance courses and programs, Academy personnel shall clean and restore the Campus, the Tinley training room and any other facilities used for such courses and programs to the same condition as they were in prior to the usage, except for reasonable wear and tear. The parties acknowledge that equipment and supplies used by the Academy for its training activities which by their nature are not subject to damage or deterioration due to exposure to the elements or which are not likely targets of theft or vandalism may be left on site at the Campus for convenience, but that the parties shall work cooperatively to provide for the storage of all Academy equipment and supplies which may be adversely affected by exposure to the elements, or which are more likely targets of theft or vandalism.

10. **Insurance.** Each party, at its own expense, agrees to provide and maintain during at all times during the term of this Agreement, or any renewal or extension of this Agreement, insurance with the coverages and limits set forth in the respective insurance certificates of the parties included within Exhibit B, a copy of which is attached hereto and incorporated herein by reference, and to cause the other party to be named as an additional insured under such party's insurance coverages by written endorsement. Without otherwise limiting the foregoing, the parties acknowledge that their respective worker's compensation insurance coverages are and shall only be available to their respective employees during such times as such employees shall be performing duties for their respective employers and acting within the scope of such duties.

11. **Indemnification.** Tinley and Romeoville (including the Academy) each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's

officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's officers, officials, volunteers, employees, attorneys, representatives and agents may become obligated by reason of any accident injury or death of persons or loss of or damage to property (collectively, "Claims") arising indirectly or directly in connection with or under, or as a result of this Agreement caused solely by virtue of any negligent or grossly negligent act or omission of the negligent party and/or its officers, officials, volunteers, employees, attorneys, representatives, and/or agents. The insurance company, self-insurance pool or similar entity of the party providing the indemnification shall be allowed to raise on behalf of the parties any and all defenses statutory and/or common law to such Claim which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq. Romeoville and Tinley, on behalf of themselves and their respective officers, officials, volunteers, employees, attorneys, representatives, and agents, hereby waive, release and forever discharge any and all existing or future Claims that any of them may have against the other than now or may in the future exist, which Claims arise from, relate to, or are connected with this Agreement, except Claims relating to the breach of this Agreement.

12. **Amendments to this Agreement.** This Agreement may be amended only by a written amendment approved by the boards of Tinley and Romeoville, provided, however, that the preceding clause shall not limit the ability of the Academy director and the Tinley staff member charged with training responsibility to enter into certain written agreements as specified in Sections 5 and 6 of this Agreement.

13. **Term and Termination.** This Agreement shall remain in effect for a term of one year from and after the date on which it has been fully executed by the parties, and shall thereafter automatically renew for subsequent additional five year terms, provided, however, that at any time after the initial one year term, either party may sooner terminate this Agreement for convenience upon the provision of one hundred and eighty (180) days prior notice. However, if the municipal government administration of either party, or the Academy director, should change during any term of this Agreement, either party may terminate this Agreement upon the provision of thirty (30) days prior notice.

14. **Miscellaneous.**

A. **Successors and Assigns.** The covenants, terms, conditions, provisions and undertakings of this Agreement shall extend to and shall be binding upon the successors and assigns of the parties hereto as if they are in every case named and expressed and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

B. **Good Faith.** The parties at all times during the Term of this Agreement shall act and deal in good faith with each other consistent with the relationship of the parties under this Agreement. Romeoville and Tinley shall at all times and in all respects use their respective best efforts to fulfill the objects and purposes of this Agreement. The parties shall execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and request for such instrument shall be made.

C. **Severability.** If any provisions of this Agreement shall be declared illegal, invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. In lieu

of such illegal, invalid or unenforceable provision they shall be automatically added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable. The rights and remedies in this Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said reservations and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

D. Construction. This Agreement has been negotiated at arm's length between the parties hereto who are equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in the Agreement against the party that has drafted it is not to be construed against the party and is therefore not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.

E. No Waiver. No waiver by either party of any breach of any term, covenant or agreement hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or agreement. No covenant, term or agreement of this Agreement shall be deemed waived by either party unless waived in writing.

F. No Partnership or Joint Venture. The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create a partnership or joint venture between the parties. No agent, servant or employee of a party shall under any circumstance by implication be deemed an agent, servant or employee of another party.

G. No Assignment. No party shall assign this Agreement without the prior written approval of the other party.

H. No Real Property Rights. Nothing herein shall be construed to grant or transfer any legal or equitable real property rights whatsoever.

I. Enforcement. It is agreed that the parties hereto may in law or in equity, by suit, action, mandamus or any other proceeding, including specific performance, enforce or compel the performance of this Agreement, provided, however, the parties agree that the rights of the parties shall not include the right to recover a judgment for monetary damages against either party or any elected or appointed official thereof for any breach of any of the terms of this Agreement.

J. Exhibits. Exhibits attached to this Agreement are, by this reference incorporated into and made a part of this Agreement.

K. Notices. No notice, approval, consent or other communication authorized or required by this Agreement shall be effective unless the same shall be in writing ("Notice"). Notice shall be effective (i) upon receipt if it is hand-delivered, with signed receipt of delivery obtained, (ii) seventy-two (72) hours after it is sent postage prepaid by United States registered or certified mail, return receipt requested, or (iii) twenty-four (24) hours after it is deposited with a national courier for overnight delivery, directed or addressed in each case set forth above to the other party at its address set forth below, or to a different address later designated by either party.

If to Village:

Assistant Chief/Academy Director Mike Pemble
18 Montrose Drive
Romeoville, Illinois 60446

With a copy to:

Rich Vogel
Tracy, Johnson & Wilson
2801 Black Road, 2d Floor
Joliet, Illinois 60435

If to Tinley:

Fire Chief Steve Klotz
17355 68th Ct.
Tinley Park, IL 60477

With a copy to:

Peter M. Murphy
Peterson, Johnson & Murray Chicago LLC.
200 W. Adams St, Suite 2125
Chicago, Illinois 60606

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the
duly authorized officials of the respective parties.

Village of Tinley Park

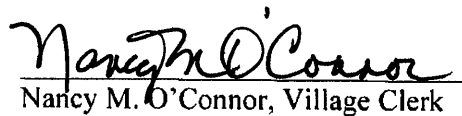
BY:


Mayor Michael W. Glotz

Date August 30, 2022

ATTEST:

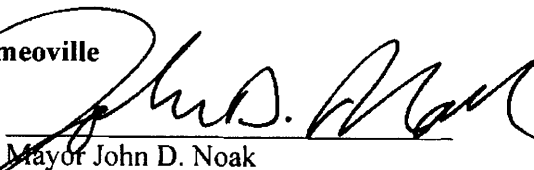
BY:


Nancy M. O'Connor, Village Clerk

Date August 30, 2022

Village of Romeoville

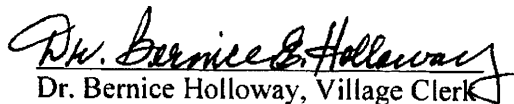
BY:


Mayor John D. Noak

Date _____

ATTEST:

BY:


Dr. Bernice Holloway, Village Clerk

Date August 22, 2022

Village of Romeoville

File Number: RES22-3425

Passed Date: 8/17/2022

A Resolution Authorizing an Intergovernmental Agreement (Village of Tinley Park-Romeoville Fire Academy Tinley Campus)

WHEREAS, the Corporate Authorities of the Village of Romeoville have determined that it is in the best interests of the Village to enter into an intergovernmental agreement with the Village of Tinley Park to establish terms and conditions for the cooperative use of certain property which the Village of Tinley Park owns or has the right to use and authorize to be used in connection with the conduct of training and educational programs by the Romeoville Fire Academy, operated by the Romeoville Fire Department; and

WHEREAS, the parties are authorized to enter into this agreement in the exercise of their powers of intergovernmental cooperation as authorized by Article 7, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROMEOVILLE, WILL COUNTY, ILLINOIS:

SECTION ONE. The foregoing Recitals are hereby incorporated into this resolution as if fully set forth in this Section 1.

SECTION TWO. The Village President and Clerk are hereby authorized to execute and attest to the execution of an intergovernmental agreement with the Village of Tinley Park in substantially the form attached hereto as Exhibit A, subject to final staff review and approval of the exhibits to the agreement.

SECTION THREE. That the various provisions of this Resolution are to be considered severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

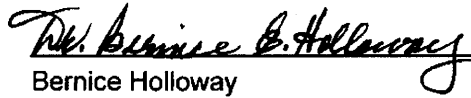
SECTION FOUR. All prior Resolutions and Resolutions, or parts thereof in conflict or inconsistent with this Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency.

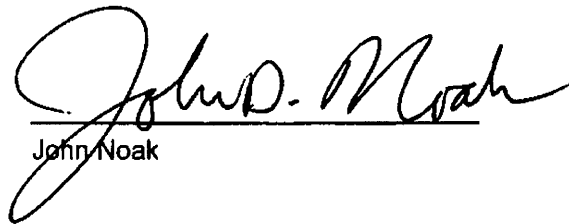
SECTION FIVE. This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

At a meeting of the Village Board on 8/17/2022, a motion was made by Brian A. Clancy Sr., seconded by Dave Richards, that this Resolution be Approved. The motion passed.

Aye: 6 Trustee Chavez, Trustee Palmiter, Trustee Griffin, Trustee Richards,
Trustee Clancy, and Trustee Aguirre

Non-voting: 1 Mayor Noak


Bernice Holloway


John Noak

ATTEST: 
Bernice Holloway

Date 8/22/2022

RES22-3425

Date: 8/17/22

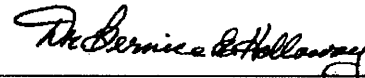
A Resolution Authorizing an Intergovernmental Agreement

Published in Book and Pamphlet Form

This 26th Day of August, 2022

By the Corporate Authority of the

Village of Romeoville



Village Clerk

2022-R-094

EXHIBIT A

Common Address and Legal Description

EXHIBIT A

Legal Description 7400 W. 183rd Street

The Tinley Park Fire Training Tower facility, addressed as 7800 183rd Street, is part of the following described property:

A 35.4 acre (more or less) tract of land described as: that part of the West $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 36, Township 36 North, Range 12, East of the Third Principal Meridian, lying South of the center line of the North branch of the Flossmoor Road drainage ditch (excepting from the above described tract of land the west 50 feet and the south 50 feet to be retained for highway purpose). Also: that part of the South 46 acres of the East $\frac{1}{2}$ of the South West $\frac{1}{4}$ of Section 36, Township 36 North, Range 12 East of the Third Principal Meridian, lying South and West of the center line of the North branch of the Flossmoor Road drainage ditch (excepting from the above described tract of land to South 50 feet to be retained for highway purposes).

2022-R-094

EXHIBIT B

Insurance Certificates

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-094, “**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE VILLAGE OF ROMEOVILLE FOR FIRE ACADEMY,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 16, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16th day of August, 2022.

VILLAGE CLERK