
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2023-R-032

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL
DISTRICT 210 AND THE VILLAGE OF TINLEY PARK**

**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. 2023-R-032

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT 210 AND THE VILLAGE OF TINLEY PARK

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with Lincoln-Way Community High School District 210, 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 21st day of March, 2023, 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 21st day of March, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION
OF LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT 210 AND THE VILLAGE OF
TINLEY PARK**

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL
DISTRICT 210 AND THE VILLAGE OF TINLEY PARK**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on the 16 day of MARCH, 2023, by and between the Board of Education of Lincoln-Way Community High School District 210 ("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 the former Lincoln-Way North High School within the Village's planning district; 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 transceiver site system within Lincoln-Way North High School, to improve Police, Fire and Public Safety communications in the area, 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 Board may terminate this Agreement for convenience at any time upon thirty (30) days written notice to the Village. 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 transceiver systems and all related equipment from Lincoln Way North High School. If the Village does not remove the transceiver system 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 transceiver system and all related equipment and return it to the Village along with a statement of cost and request for compensation for the removal.

3. **Installation:** The Village shall own the equipment and the Parties shall mutually agree upon the location of the equipment within Lincoln-Way North High School.

4. **Maintenance and Repairs:** After the installation of the equipment the Village shall be responsible, at its sole expense, for conducting repairs and maintenance work to ensure the transceiver system remains in good working condition and for maintaining the equipment in accordance with any applicable manufacturer specifications.

5. **Access to Conduct Maintenance and Repairs:** The Board shall provide the Village, or its employees or agents, with reasonable access to the equipment 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 Superintendent, or his/her designee, in advance of its need to access the equipment. Because the equipment will be located within a functioning 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 equipment, 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. **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.

7. **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.

8. 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

9. 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

To the Board: Lincoln-Way Community High School District 210
 1801 E. Lincoln Highway
 New Lenox, IL 60451
 Attn: Assistant Superintendent for Business Services

10. 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.

11. 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.

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

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

14. 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.

15. 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.

16. 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: Michael W. Lyle
Its: Village President
Date: 3/24/2023

ATTEST:

By: Nancy M. O'Connor
Its: Village Clerk
Date: 3/24/2023

**BOARD OF EDUCATION OF
Lincoln-Way Community High School
District 210**

By: [Signature]
Its: President
Date: 3-16-2023

ATTEST:

By: [Signature]
Its: Secretary
Date: 3-16-2023

SCOPE OF EQUIPMENT IMPLEMENTATION

- A. Install antennas, feedlines and microwave dish on existing communications tower
- B. Remove existing antennas and lines no longer utilized by the District
- C. Install transceiver equipment rack and equipment in the 2nd floor mechanical room adjacent to the tower
- D. Perform structural analysis study to ensure tower loading compliance to national standards.
- E. Create a plan and process with Lincoln-Way Community High School District 210 "Board" and School representatives for access to install equipment and to perform future maintenance.

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. 2023-R-032, “**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT 210 AND THE VILLAGE OF TINLEY PARK,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 21, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 21st day of March, 2023.



VILLAGE CLERK