

NOTICE - VILLAGE OF TINLEY PARK
MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, February 18, 2025, beginning at 5:45 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON FEBRUARY 4, 2025.
4. DISCUSS AN OAK PARK AVENUE SIGN GRANT FOR STILL RIDE BIKE SHOP, 6741 SOUTH STREET.
5. DISCUSS A LEASING AGREEMENT WITH MGT IMPACT SOLUTIONS, LLC FOR A NETWORK AND SECURITY ADMINISTRATOR.
6. DISCUSS THE 2025 NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATION (NIMEC) GROUP BID.
7. DISCUSS THE RENEWAL OF THE JOINT TASK FORCE AGREEMENT WITH THE SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT).
8. DISCUSS A CONTRACT WITH BEAR CONSTRUCTION FOR ROOF REPLACEMENT AT POST 2, 18301 RIDGELAND AVENUE.
9. DISCUSS A CONTRACT WITH AQUAMIST PLUMBING AND LAWN SPRINKLING CO., INC FOR IRRIGATION MAINTENANCE.
10. DISCUSS A CONTRACT WITH TRUGREEN LIMITED PARTNERSHIP FOR LAWN TREATMENTS.
11. DISCUSS A CONTRACT WITH ELECTRIC ONE FOR EMERGENCY OPERATIONS CENTER (EOC) - PURCHASE AND INSTALLATION OF CRESTRON EQUIPMENT.
12. DISCUSS AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WILL COUNTY FOR TRAFFIC SIGNALS AT THE INTERSECTION OF 191ST STREET AND THE EASTERN ENTRANCE TO BROOKSIDE MARKETPLACE.
13. DISCUSS AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH WILL COUNTY FOR TRAFFIC SIGNALS AT THE INTERSECTION OF 191ST STREET AND PANDUIT DRIVE.
14. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
February 4, 2025 – 5:45 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 5:53 p.m. the regular meeting of the Committee of the Whole was called to order.

Item #2 - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present: W. Brennan, President Pro Tem
 N. O'Connor, Village Clerk
 W. Brady, Village Trustee
 D. Mahoney, Village Trustee
 M. Mueller, Village Trustee
 K. Shaw, Village Trustee
 C. Sullivan, Village Trustee
 M. Glotz, Village President

Members Absent: None

Staff Present: P. Carr, Village Manager
 H. Lipman, Assistant Village Manager/Interim Assistant Finance Director
 T. Tilton, Interim Police Chief
 S. Klotz, Fire Chief
 J. Enberg, Planning Manager
 J. Urbanski, Public Works Director
 D. Framke, Marketing Director
 L. Galovich, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD JANUARY 21, 2025 – Motion was made by Trustee Shaw, seconded by Trustee Sullivan to approve the minutes of the Committee of the Whole meeting held on January 21, 2025. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #4 – DISCUSS A CLASS AV-1 LIQUOR LICENSE FOR DURBIN'S, HARMONY SQUARE, 17327 OAK PARK AVENUE – The petitioner submitted a request to the Mayor's Office for a Class AV-1 liquor license for a proposed establishment at 17327 Oak Park Avenue. Durbin's, which currently operates an express location at 18260 Oak Park Avenue, aims to serve the community in Harmony Square.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Brady to recommend a Class AV-1 liquor license for Durbin's, Harmony Square, 17327 Oak Park Avenue be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #5 – DISCUSS MEMBERSHIP RENEWAL FOR SOUTH SUBURBAN MAYORS AND MANAGERS ASSOCIATION (SMMMA) – The membership renewal for the South Suburban Mayors and Managers Association (SSMMA) is \$30,416.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend membership renewal for South Suburban Mayors and Managers Association (SMMMA) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #6 – DISCUSS AGREEMENT WITH CITY ESCAPE GARDEN & DESIGN, LLC FOR CODE VIOLATION ABATEMENT – LAWN MAINTENANCE – A Request for Proposal (RFP) for lawn maintenance, debris disposal, and addressing property violations related to neglected properties was advertised and four proposals were received on September 3, 2024. Staff recommended awarding a contract through December 31, 2027, to City Escape Garden & Design, LLC. \$34,995.50 of funding is available in the Fiscal Year 2025 budget with an anticipated Fiscal Year 2026 budget of \$100,000.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend agreement with City Escape Garden & Design, LLC for Code Violation Abatement – Lawn Maintenance be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #7 – DISCUSS CONTRACT WITH JETCO, LTD FOR POST 11 ELEVATED TOWER REHABILITATION – Staff recommended awarding a contract to Jetco, LTD, in the amount of \$1,357,883 for rehabilitation of the Post 11 water tower at 17805 Cloverview Drive. The following bids were received at the public bid opening held on January 23, 2025:

Contractor	Location	Bid
Jetco, LTD.	Wauconda, IL	\$1,357,883
Era Valdivia	Chicago, IL	\$1,479,678
Tecorp, INC.	Joliet, IL	\$2,437,100
Neumann Painting	Merrillan, WI	\$ 2,458,100

Funding is available for use in the Fiscal Year 2025 budget through the procured bond and is approximately \$885,000 under the budgeted amount.

President Pro Tem Brennan asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend a contract with Jetco, LTD for Post 11 Elevated Tower Rehabilitation be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the motion carried.

Item #8 – RECEIVE COMMENTS FROM THE PUBLIC –

President Pro Tem Brennan asked if there were any comments from the public. There were none.

Motion was made by Trustee Sullivan, seconded by Trustee Mahoney, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Pro Tem Brennan declared the meeting adjourned at 5:59 p.m.



Interoffice Memo

Date: February 18, 2025

To: Board of Trustees and Village President

CC: Daniel Ritter, Community Development Director

From: Carolyn Mitera, Marketing & Economic Development Specialist

Subject: Still Ride Bike Shop – Sign Grant

Background

Josh Klein (Applicant) is the owner of Still Ride Bike Shop, a bicycle shop located at 6741 South Street (PIN 28-30-411-017-0000). Still Ride Bike Shop anticipates opening in Spring. The Applicant plans to install new exterior signage to help advertise the location to pedestrians and vehicles. The proposed exterior signage includes a halo illuminated front wall sign.



Request

The Applicant is requesting funds under the Sign Grant Program to promote and advertise the business. The intent of the Sign Grant Program is to provide an incentive for business owners to introduce creative and attractive signs that will complement the downtown. The program provides a matching grant of 50%, with a maximum reimbursement of \$5,000 per tax paying business. One site can use up to \$70,000 in matching grants between the different types of grants every three years.

The proposed wall sign is a 35 square foot aluminum sign that features reverse channel letters and with white LED halo illumination and front lighted logo with white acrylic and vinyl graphic. The wall sign will be mounted into the face brick/stone using 3/8" top-con screws and angle brackets. The Applicant has chosen to utilize Effective Signs, for the sign design and installation. The Applicant submitted proposals for the grant requested as required. The proposal amount is as follows:

Scope of Work	Effective Signs
Wall sign design and installation	\$7,720.00 total cost estimate

Staff Recommendation – C.O.W.

Move the item to the Village Board meeting later this evening.

Staff Recommendation – Village Board

Staff is seeking a motion for approval of a matching Sign Grant not to exceed \$3,860.00 for Josh Klein (Applicant), owner of Still Ride Bike Shop, located at 6741 South Street.



Interoffice Memo

Date: February 10, 2025

To: Patrick Carr, Village Manager

From: Angela Arrigo, HR Director

cc: Anthony Ardolino, IT Director

Subject: MGT Leasing Agreement – Network & Security Administrator

Over the last couple of years, we have attempted to recruit for the new position of Network & Security Administrator. Despite two active recruitments, we have been challenged with finding qualified candidates and this position continues to remain vacant. With the continued need to fill this specialized role with a qualified candidate, we have recently explored a leasing agreement with MGT who offers specialized technology and advisory solutions for education, government, and critical infrastructure.

A highly qualified Network & Security candidate has been identified and selected for a 12-month leasing arrangement. With the 12-month placement, the option to convert to a permanent hire would be available with no direct hire placement fees incurred at the end of the 12-month period.

We currently have an engagement with MGT for professional, leasing, and consulting services, however, the additional of the 12-month assignment spanning over two fiscal years requires additional approval. The anticipated 12-month engagement has a total estimated cost of approximately \$166,400 plus on call. The funding for this leasing arrangement is available based on anticipated FY26 budgeted funds for the vacant Network & Security Administrator position. We are requesting authorization of up to a maximum of \$170,000 over the next 12 months for the Network & Security Administrator leasing agreement.



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC ("MGT")**, and the **Village of Tinley Park, IL** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). Exhibit A identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. Exhibit A may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with applicable federal and state law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense

incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached Exhibit B. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client

would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3

FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on Exhibit A, as amended; plus
- (b) Any employee benefits MGT paid to the Assigned Employee as identified on Exhibit B (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4

INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5

DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances.

SECTION 6

NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7

DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party

prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8

MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court. Venue and



jurisdiction for any action under this Agreement is Cook County. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Ambica kaul
647-894-4297 - akaul@mgt.us

If to Client:

Village of Tinley Park
16250 S Oak Park Ave
Tinley Park, IL 60477
Attn: Angela Arrigo
708-444-5090 – aarrigo@tinleypark.org

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTIVE DATE: 24 February 2025

CLIENT

By _____
Name: _____
Title: _____



EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Christopher Leveston

POSITION/ASSIGNMENT: Network & Security Administrator

POSITION TERM: 12 months (2080 Hours) Contract to Hire terms (Contract Can be extended monthly post that as per client needs.) Either party may terminate the agreement at any time by providing thirty days advance written notice.

BASE COMPENSATION: Client will be billed for actual hours worked at \$80/HR (Regular hours). Specific work schedule will be determined between the Client and the Assigned Employee. Client shall report hours of work via a timesheet before the close of business on Monday after the prior work week. Office hours are Monday – Friday 8:00AM to 5:00PM, subject to change. The overtime rate for any work in excess of 40 hours/week will be \$120/hour. Compensation assumes assigned employee will receive pay for holidays on the same schedule client provides for administrative employees and will be solely at the discretion of the client. Any Holiday period client observes, is billable by MGT as Regular Hours to the client. Client will be invoiced on a bi-weekly basis.

PAID TIME OFF: MGT Employee assigned to the client, is eligible for paid leave via the Illinois Paid Leave for all Workers Act. Employee must follow procedures set forth by MGT for requesting paid leave and coordinate time off with the client. Paid leave will be administered according to state law. Employee shall not be compensated for any unused leave time nor shall employee be allowed to carry over unused leave time to a subsequent term.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

MGT IMPACT SOLUTIONS, LLC

CLIENT :

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



EXHIBIT B
Summary of Benefits



Interoffice Memo

Date: February 10, 2025

To: Committee of the Whole

Cc: Pat Carr, Village Manager,
Hannah Lipman, Assistant Village Manager/Interim Finance Director

From: Anne Mitchell, Management Analyst

Subject: Electrical Aggregation Program

As you are aware, the Village participates in a consortium with over 170 other municipalities known as the Northern Illinois Municipal Electric Collaborative (NIMEC) to drive down pricing for residential and municipal electricity.

While we currently do not have an active residential electric aggregation program, NIMEC also goes out to bid for electricity pricing relating to municipal uses (pumping stations and street lighting accounts) on behalf of the entire consortium. With over 170 communities that participate in NIMEC's consortium, aggregating the collective volume and bidding together achieves savings that would otherwise not be available if the accounts were bid individually.

The Village has five (5) accounts for various pumping station that benefit from the collective bid. These accounts are not included in our electric aggregation program and instead bid separately because of the high level of electric consumption used to operate.

NIMEC will be holding a group bid for pumping station accounts on March 4th, 2025. As with our previous electrical agreements, the window of opportunity for the Village to sign agreements and take advantage of the lowest bidder is typically limited to less than 48 hours. As such, the Village will need to authorize the Village Manager to sign a third-party agreement upon completion of the competitive bidding process. This will aid in assuring that the Village will continue to be afforded the best possible electrical rates.

Account	Service Address
Village of Tinley Park	164 th & Harlem (Post 7)
Village of Tinley Park	16296 So. 84 th (Post 6)
Village of Tinley Park	18301 S. Ridgeland Ave (Post 2)
Village of Tinley Park	6640 W. 167 th Street
Village of Tinley Park	171 st Street & 80 th Ave (Post 5)



Interoffice Memo

Date: February 11, 2025

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager

From: Thomas Tilton, Police Chief

Subject: South Suburban Emergency Response Team (SSERT) Joint Task Force Agreement Renewal

Presented to the Committee of the Whole and Village Board for discussion and action.

Description:

This Joint Task Force Agreement acknowledges that Participating Municipalities and their law enforcement agencies face limitations in jurisdiction. To enhance law enforcement efforts, the municipalities agree to pool resources and jointly exercise their authority, ensuring better protection for their citizens. The joint agreement renews Tinley Park Police Department participation with SSERT.

Staff Direction Request:

1. Approve the attached agreement with SSERT
2. Direct staff as necessary

Attachments:

1. South Suburban Emergency Response Team (SSERT) Joint Task Force Agreement
(Reviewed and approved by our legal counsel)

SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT)
JOINT TASK FORCE AGREEMENT

The undersigned Participating Municipalities agree, pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

SECTION 1 PURPOSE

This Joint Task Force Agreement is made in recognition of the fact that the Participating Municipalities and their law enforcement agencies or departments are charged with the duty of enforcing the law and protecting their citizens from criminal and illegal activity and that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime and illegal activity within their communities. The Participating Municipalities recognize the most effective means of accomplishing their law enforcement duties is through the pooling of resources and joint exercise of their authority. Each of the Participating Municipalities enter into this Joint Task Force Agreement to provide their citizens with effective law enforcement against those who engage in criminal or illegal activity.

SECTION 2 PARTICIPATING MUNICIPALITIES

The Participating Municipalities to this Joint Task Force Agreement are: Burbank, Calumet City, Chicago Heights, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Hazel Crest, Hometown, Homewood, Lansing, Lynwood, Markham, Matteson, Metra, Midlothian, Oak Forest, Orland Hills, Orland Park, Park Forest, Posen, Richton Park, Riverdale, Sauk Village, South Holland, Steger, Summit, Thornton, Tinley Park.

New municipalities and/or local government agencies may join SSERT pursuant to SECTION 9 below.

SECTION 3 DEFINITIONS

For the purpose of this Joint Task Force Agreement, the following terms are defined as follows:

A. Critical Incidents: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency, including but not limited to Armed/Suicidal Subjects, Barricaded Subjects, Hostage Situations, Sniper Situations, High-Risk Apprehension, High-Risk Warrant Service, Dignitary Protection, Civil Disturbances, Disaster Assistance, Terrorist Incidents, and Special Assignments.

B. Joint Task Force Agreement: This intergovernmental agreement shall take effect and supersede the original SSERT Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

C. Joint Task Force Assignments: A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency at the direction of SSERT.

D. Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

E. Law Enforcement Aid: Law Enforcement Services provided by SSERT to a Stricken Agency during and/or in response to a Critical Incident pursuant to this Agreement.

F. Original SSERT Memorandum of Understanding (MOU): That Memorandum of Understanding pursuant to which SSERT and the Participating Municipalities or Agencies operate and are governed, which shall be in effect until this Agreement goes into effect and supersedes the Original Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

G. Participating Municipality: A municipality with a law enforcement agency or department dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in SSERT pursuant to the terms of this Agreement.

H. Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Municipality is primarily responsible for performing Law Enforcement Services.

I. SSERT Bylaws: The bylaws establishing the SSERT Executive Board and rules by which the SSERT Executive Board shall operate as adopted on November 18, 2014, and any amendment thereafter.

J. SSERT Commander/Coordinator: Commander or Coordinator shall be appointed by the SSERT President pursuant to the SSERT Bylaws, with the advice and consent of the SSERT Executive Board. The SSERT Commander/Coordinator shall be responsible to carry out the directive of the SSERT Executive Board and to follow the rules, policies and procedures promulgated by the SSERT Executive Board. The SSERT Executive Board, at its discretion, may also create assistant commanders, coordinators and/or leaders to assist the SSERT Commander/Coordinator in completing his/her duties and obligations.

K. SSERT Executive Board: The Executive Board of Officers of SSERT, the governing board of SSERT, established pursuant to Article IV of the SSERT Bylaws.

L. SSERT Policies and Procedures: The rules and guidelines that are promulgated, maintained, and periodically updated by the SSERT Executive Board. The SSERT Policies and Procedures shall govern the day-to-day operations of SSERT.

M. South Suburban Emergency Response Team ("SSERT"): An organization of south suburban law enforcement agencies participating in the original SSERT Memorandum of Understanding and this Agreement.

N. Stricken Agency: The Participating Municipality that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

O. Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Municipality primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

SECTION 4 AID AGREEMENT

A. Establishment of SSERT Team. Each Participating Municipality, at the discretion of the SSERT Executive Board, must assign sworn law enforcement officers to the SSERT Team.

- (i) The officers assigned to the SSERT Team remain employees of their respective Participating Municipalities. SSERT is not responsible for any salary, benefits, overtime or other compensation to officers assigned to the SSERT Team.
- (ii) The number of officers, rank, and other prerequisites for assignment to the SSERT Team shall be established by the SSERT Executive Board or designee of the Board.

B. Critical Incident Response. Whenever the Critical Incident occurs or is reasonably expected to occur, the senior officer present of the Stricken Agency, or his/her designee, may request law enforcement aid from SSERT. Once received, the SSERT Commander/Coordinator will review the request and:

- (i) Immediately determine whether the SSERT Team will assist.
- (ii) Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
- (iii) Dispatch immediately the SSERT Team and equipment required to assist the Stricken Agency in accordance with the SSERT Policies and Procedures.

C. SSERT's rendering of aid to a Stricken Agency under the terms of this Joint Task Force Agreement shall not be mandatory. In the event that SSERT cannot or will not render aid, it is the responsibility of the SSERT Commander/Coordinator to immediately notify the Stricken Agency of the circumstances that prevent SSERT from providing aid in response to the Critical Incident.

D. The senior officer present of the Stricken Agency, or his/her designee, shall assume full responsibility and command for operations at the scene, with the advice and cooperation of the SSERT Commander/Coordinator. The senior officer present of the Stricken Agency, or his or her designee, will assign SSERT personnel and equipment to positions when and where he/she deems necessary.

E. Requests for aid under this Joint Task Force Agreement will be initiated only in the event of a Critical Incident in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

F. SSERT Team members will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Critical Incident and its response is resolved to the

point which permits the Stricken Agency to satisfactorily handle it with its own resources as determined by the senior officer present of the Stricken Agency or his/her designee.

G. All Law Enforcement Services performed under this Joint Task Force Agreement shall be rendered without reimbursement of any party from the other(s). However, SSERT reserves the right to seek reimbursement for unusual or burdensome costs incurred in the performance of Law Enforcement Aid to the Stricken Agency. Any such reimbursement request shall be determined by the SSERT Executive Board. The Stricken Agency may present objections to the SSERT Executive Board, but the decision of the SSERT Executive Board on such reimbursement shall be final.

SECTION 5 INDEMNIFICATION

A. Each Participating Municipality assumes the responsibility for members of its police force acting pursuant to this Joint Task Force Agreement, both as to indemnification of said members of the Participating Municipality's police force as provided for by the Illinois Municipal Code, 65 ILCS 5/1-4-6, or any other Statute of the State of Illinois or law or bylaw of the Participating Municipality, as the case may be, and as to personal benefits to said members of the Participating Municipality's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Municipality when those members of its police force are acting solely within the Participating Municipality's Primary Law Enforcement Jurisdiction.

B. Defense and Indemnification of SSERT.

- (i) Defense. In the event that SSERT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of SSERT in such lawsuit, claim or action.
- (ii) Indemnification. To the extent permitted by law, the indemnification of SSERT from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against SSERT shall be shared equally between each Participating Municipality that assisted the Stricken Agency pursuant to SECTION 4.

SECTION 6 INSURANCE

A. Insurance Requirements. Each Participating Municipality under the terms of this Joint Task Force Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Law Enforcement Aid pursuant to this Joint Task Force Agreement as follows:

- (i) Commercial General Liability (including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum

General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (ii) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (iii) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

B. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

SECTION 7 SSERT GOVERNANCE

A. The commanding officers of the Participating Municipalities shall maintain the SSERT Executive Board, and maintain the SSERT Policies and Procedures for giving and receiving Law Enforcement Aid under this Joint Task Force Agreement. The SSERT Policies and Procedures shall be reviewed and updated at regular intervals.

B. Each Participating Municipality agrees to pay dues or fees, as determined by the SSERT Executive Board in its sole and absolute discretion, in exchange for the Participating Municipality's participation in SSERT. Payments of such dues or fees, if any, are due at the commencement of participation in SSERT and thereafter upon request from the SSERT Executive Board.

SECTION 8 TERMINATION

A. Any Participating Municipality may withdraw from participation in SSERT and this Joint Task Force Agreement by notifying the SSERT Executive Board in writing whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of the written notice.

B. Any Participating Municipality that fails to meet its obligations in accordance with this Joint Task Force Agreement or with the SSERT Bylaws may have its participation in SSERT terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws.

C. Any Participating Municipality found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to SSERT, may have its participation in SSERT suspended or terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws. Before any Participating Municipality may be suspended or terminated from participation in SSERT, the Participating Municipality will be notified and shall have an opportunity to appear before the SSERT Executive Board.

D. Any terminated Participating Municipality, whether by voluntarily termination or termination by the SSERT Executive Board, shall be responsible for its prorated share of SSERT's liabilities at termination.

SECTION 9 ADOPTION AND EFFECT OF ADOPTION

A. This Joint Task Force Agreement shall be in full force and in effect (“Effective Date”) only upon the date of the last of the following events to occur:

- (i) the passage and approval of an ordinance or resolution approving participation in SSERT and this Joint Task Force Agreement, in the manner provided by law, by the corporate authorities of the undersigned Participating Municipality (“Approval”);
- (ii) the execution of this Joint Task Force Agreement by the head of the corporate authorities and the commanding officer of the undersigned Participating Municipality’s law enforcement agency/department (“Execution”);
- (iii) the Approval of participation in SSERT and this Joint Task Force Agreement, by the corporate authorities of at least a majority of the Participating Municipalities; and
- (iv) the Execution of this Joint Task Force Agreement by the heads of the corporate authorities and the commanding officers of their law enforcement agencies/departments of at least a majority of the Participating Municipalities.

B. If this Joint Task Force Agreement is brought into full force and effect pursuant to this SECTION 9(A) of this Joint Task Force Agreement, then on the Effective Date:

- (i) the undersigned Participating Municipality shall remain a Participating Municipality in SSERT;
- (ii) the Original SSERT Memorandum of Understanding shall be terminated; and
- (iii) this Joint Task Force Agreement and the provisions contained herein shall supersede and control over the Original SSERT Memorandum of Understanding and any provision contained therein.

C. The participation in SSERT of any Participating Municipality that fails to complete the Approval and Execution of this Joint Task Force Agreement in accordance with this SECTION 9(A) on or before the Effective Date will be terminated as of the day after the Effective Date. Any Participating Municipality who has its participation in SSERT terminated may seek participation in SSERT again at any time in accordance with the procedures set forth in SECTION 9(D) below of this Joint Task Force Agreement.

D. If the undersigned law enforcement agency is not a Participating Municipality on the Effective Date, it may join SSERT and this Joint Task Force Agreement by Adoption and Execution in accordance with the procedures in SECTION 9(A(i)) and (A(ii)) above and approval by the SSERT Executive Board of the New Participating Municipality as a Participating Municipality in SSERT pursuant to the SSERT Bylaws.

E. If this Joint Task Force Agreement is brought into full force and effect pursuant to this Section of this Joint Task Force Agreement, then as for each new Participating Municipality:

- (i) this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in SSERT; and
- (ii) any previous agreement related to SSERT shall be superseded by this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein.

SECTION 10 GENERAL PROVISIONS

A. Non-Waiver of Immunities. No Participating Municipality to this Joint Task Force Agreement or their law enforcement agencies, while performing under the terms of this Joint Task Force Agreement, shall be deemed to waive any governmental immunity or defense to which the Participating Municipality and their officials and employees would otherwise be entitled under statute or common law.

B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Municipality under this Joint Task Force Agreement shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. Application of Law and Venue. This Joint Task Force Agreement shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Joint Task Force Agreement or the construction or interpretation of this Joint Task Force Agreement shall be in a state court in the County of Cook, Illinois.

D. Authority. The corporate authorities of each Participating Municipality certify that they are authorized on behalf of that Participating Municipality to enter into this Joint Task Force Agreement.

IN WITNESS WHEREOF, this Joint Task Force Agreement has been duly executed by the following parties:

(seal)

Name of Law Enforcement Agency

Head of Corporate Authorities

Commanding Officer of Law Enforcement Agency

ATTEST:

Clerk

Date



Interoffice Memo

Date: February 12, 2025
To: John Urbanski, Public Works Director
From: Jimmy Quinn, Facilities Superintendent
Subject: Post 2 (18301 Ridgeland Avenue) Roof Replacement – Job Order Contract (JOC)

Presented at the Committee of the Whole and Village Board meeting for consideration and possible action.

Description: We are requesting authorization to replace the roof at Post 2 utilizing the JOC procurement method. Bear Construction is the awarded general contractor that will perform the work under an existing cooperative contract through The Interlocal Purchasing System (TIPS) cooperative contract.

Background: The existing roof is original to the building that was built in 1998. This existing roof is a combination of a shingled roof and a membrane roof. Both styles of roofing are starting to fail and have reached their end of lifespans.

Budget/Finance: Funding was budgeted and approved for the FY25 Capital Projects.

<u>Contractor:</u>	<u>Location:</u>
Bear Construction	Rolling Meadows, IL
Budget available:	\$101,000.00
Contract amount:	<u>\$91,345.94</u>
Difference (under budget):	\$9,654.06

Staff Direction Request:

1. Approve the JOC Contract for the Post 2 roof replacement with Bear Construction in the amount of \$91,345.94.
2. Direct staff as necessary.



Interoffice Memo

Date: January 30, 2025
To: John Urbanski, Public Works Director
From: Kelly Mulqueeny, Street & Fleet Superintendent
Subject: Service Contract Award - Renewal Irrigation Maintenance (Year 3 of 3)

Presented at the Committee of the Whole and Village Board meetings for consideration and possible action:

Scope of Work: This service contract is based on a per year agreement with the option for two additional renewals that provide start up, winterization, and repair services to our irrigation systems at 3 (three) Streets Department locations and 4 (four) Facilities Department locations that includes a total of 190 zones:

- LaGrange Road
- Harlem Avenue
- 171st Medians
- Fire Station #4
- Oak Park Ave. Metra Station
- Village Hall
- Police Station

Description:

Public Works is recommending that we approve a contract with Aquamist Plumbing & Lawn Sprinkling Co. Inc. for irrigation services on our 7 locations throughout Tinley Park (see above). The contract has the option of 2 (two) -1 (one) year renewals. This would be the 3rd (third) and final year out of the possible 3 (three) year contract.

Budget / Finance: Funding is budgeted in the FY26 Budget.

Budget Available	\$39,545
Year 3 of 3 contract	<u>\$39,545</u>
Difference under budget	\$ 0

Staff Direction Request:

1. Approve the service contract for the FY26 Contract with Aquamist Plumbing and Lawn Sprinkling Co., Inc. of Frankfort, IL in the amount of \$39,545.
2. Direct Staff as necessary.



Interoffice Memo

Date: January 31, 2025
To: John Urbanski, Public Works Director
From: Kelly Mulqueeney, Street Superintendent
Subject: Lawn Treatments - 2025 Service Contract Renewal (Year 2 of 3)

Presented at the Committee of the Whole and Village Board Meetings for consideration and possible action.

Scope of Work: This service contract is a renewal for a qualified contractor to provide lawn treatments to the Villages 234 acres of lawn areas throughout Tinley Park. The scope varies by location.

Description: Public Works is recommending that we approve the renewal contract for lawn treatments at various locations in Tinley Park. The contract has the option of two (2) – one (1) year renewals. This would be the first (1st) renewal.

Budget / Finance: Funding in the amount of \$45,000 is requested in the FY26 Budget; Road and Bridge.

Budget Available	\$45,000
Bid Amount	<u>\$41,589</u>
Difference (Under Budget)	\$3,411

Staff Direction Request:

1. Approve the service contract for FY26 lawn treatments for TruGreen Limited Partnership in the amount of \$41,589.
2. Direct Staff as necessary.

(EOC) **Interoffice
Memo**

Date: February 11, 2025
To: John Urbanski, Public Works Director
From: Jimmy Quinn, Facilities Superintendent
Subject: Emergency Operations Center (EOC) Purchase and Installation of Crestron Equipment

Presented for Committee of the Whole and Village Board for consideration and possible action.

Description:

Public Works is requesting authorization to purchase and install the Crestron Equipment that is part of the Emergency Operations Center remodel. This equipment will be used for Audio/Visual applications such as video conferencing, digital content distribution, and multiple management technologies that operate under one umbrella. There is a limited amount of contractors and manufacturers that provide and install this type of equipment. Electric One from Crestwood, Illinois was the low bidder.

Background: The Emergency Operations Center is currently being remodeled in the lower level of the Public Safety Building. This enhanced equipment will allow the management team to use multiple complex technologies that are needed during critical situations and events that arise. These upgrades are required to stay in compliance with industry standards.

<u>Contractor:</u>	<u>Location:</u>	<u>Proposal:</u>
Electric One	Crestwood, IL	\$80,150.00
Clear Loss Prevention	Chicago, IL	\$92,975.50
Applied Communications Group	Schaumburg, IL	\$119,227.55

Budget / Finance: Funding is budgeted and available in the approved FY25 Budget for the EOC Capital Remodel Project.

Contract Amount: \$80,150.00

Staff Direction Request:

1. Approve an Agreement with Electric One of Crestwood, Illinois in the amount of \$80,150.00 for the Emergency Operations Center purchase and installation of the Crestron equipment.
2. Direct Staff as necessary.



Interoffice Memo

Date: February 10, 2025

To: Pat Carr – Village Manager
Hannah Lipman – Assistant Village Manager
John Urbanski – Public Works Director

From: Colby C. Zemaitis, PE, CFM – Assistant Public Works Director

Subject: Intergovernmental Agreement for Traffic Signals - 191st Street and the Eastern Entrance to Brookside Marketplace

Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: The Traffic Engineer from the Will County Department of Traffic (DOT) recently contacted the Village Public Works Department in regards to the expiration date of the current Intergovernmental Agreement (IGA) between the Village of Tinley Park and the County of Will for the traffic signals located at 191st Street and Brookside Marketplace. The current agreement was set to expire on October 21, 2024; thus a new agreement is required.

The agreement identifies routine maintenance of any improvements in accordance with their standard contract and invoice the Village on a semi-annual basis at a cost starting at \$170.55 per month. Should maintenance contract costs increase, the County shall provide the Village a thirty (30) day written notice.

The Village shall be responsible for all energy costs required by the improvements and be invoiced on a semi-annual basis. Energy costs shall be the same price paid by the County under their energy cost contract at that time. Again, if an increase occurs in the contract, the County shall provide the Village a thirty (30) day written notice. The Village shall be responsible for all future Emergency Vehicle Pre-emption (EVP) costs.

Staff Direction Request:

1. Approve the Intergovernmental Agreement for the Maintenance and Energy of Traffic Signals at the Intersection of 191st Street (CH 84) and the Eastern Entrance to Brookside Marketplace, in the County of Will.
2. Direct Staff as necessary.

Attachments:

1. Intergovernmental Agreement at 191st Street and the Eastern Entrance to Brookside Marketplace

**INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND
ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF 191ST STREET
(CH 84) AND THE EASTERN ENTRANCE TO BROOKSIDE MARKETPLACE,
IN THE COUNTY OF WILL**

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

WHEREAS, the Village of Tinley Park is a Municipal Corporation and situated partially in Will County, (hereinafter referred to as “TINLEY PARK”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, The Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY and TINLEY PARK, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of maintaining an improved, signalized intersection at 191st Street (County Highway 84) and the eastern entrance to Brookside Marketplace, which once brought forth the construction of intersection improvements consisting of the traffic signal, emergency vehicle preemption, and other appurtenances (hereinafter referred to as “IMPROVEMENT”); and

WHEREAS, TINLEY PARK remains desirous of maintaining the existing emergency vehicle preemption system installed at the intersection of 191st Street (County Highway 84) and the eastern entrance to Brookside Marketplace, as part of the IMPROVEMENT; and

WHEREAS, the previous intergovernmental agreement governing the maintenance of the IMPROVEMENT was set to expire on October 21, 2024, necessitating action to establish a new intergovernmental agreement between the COUNTY and TINLEY PARK governing said maintenance of the IMPROVEMENT; and

WHEREAS, 191st Street (County Highway 84) is under the jurisdiction of the COUNTY; and

WHEREAS, the eastern entrance into Brookside Marketplace (identified in the previous pertinent agreement as the Eastern Access Drive), is a privately-maintained roadway owned by DT Brookside, LLC, and is situated within TINLEY PARK;

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and TINLEY PARK (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize the need for a new agreement and that such a need arose from the previous agreement pertaining to this IMPROVEMENT expiring on October 21, 2024.
2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY’S standard maintenance contract and shall invoice TINLEY PARK for said routine maintenance costs on a semiannual basis. Routine maintenance shall initially be invoiced to TINLEY PARK at a total rate of \$170.55 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days’ written notice of the increase to TINLEY PARK.
3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other “Act of God” and shall invoice TINLEY PARK for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
4. TINLEY PARK shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice TINLEY PARK on a semiannual basis. Energy costs invoiced to TINLEY PARK shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days’ written notice of the increase to TINLEY PARK.
5. TINLEY PARK shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed or to be installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of 191st Street.

7. The relevant eastern entrance to Brookside Marketplace will remain under the private ownership of DT Brookside, LLC.
8. If the State of Illinois adopts any amendment, addition, deletion or other change to the "Illinois Supplement to the Manual on Uniform Traffic Control Devices", TINLEY PARK, at its sole expense, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.
9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
10. This document shall be the final embodiment of the Agreement by and between the COUNTY and TINLEY PARK. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and TINLEY PARK.
11. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
13. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
14. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, IL 60433

Will County State's Attorney
Attention: Civil Division
57 N. Ottawa Street, 5th Floor
Joliet, Illinois 60432

If to TINLEY PARK:

Village of Tinley Park
Director of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Municipal Attorney
Attn: Tiffany Nelson-Jaworski
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60804

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

15. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

Dated at Joliet, Illinois this ____ day of _____, 202__.

WILL COUNTY

ATTEST

Will County Executive

Will County Clerk
(Seal)

Dated at Tinley Park, Illinois, this ____ day of _____, 202__.

VILLAGE OF TINLEY PARK

ATTEST

Mayor

Village Clerk



Interoffice Memo

Date: February 10, 2025

To: Pat Carr – Village Manager
Hannah Lipman – Assistant Village Manager
John Urbanski – Public Works Director

From: Colby C. Zemaitis, PE, CFM – Assistant Public Works Director

Subject: Intergovernmental Agreement for Traffic Signals - 191st Street and Panduit Drive

Prepared for Committee of the Whole and Village Board Meeting for consideration and possible action.

Description: The Traffic Engineer from the Will County Department of Traffic (DOT) recently contacted the Village Public Works Department in regards to the expiration date of the current Intergovernmental Agreement (IGA) between the Village of Tinley Park and the County of Will for the traffic signals located at 191st Street and Panduit Drive. The current agreement has a sunset clause of October 24, 2024; thus a new agreement is required.

The agreement identifies proposed upgrade requirements regarding installation, maintenance, and operation of the communications network between all signals connected to the County's highway system. It identifies that the County shall be responsible for the routine maintenance of any improvements in accordance with their standard contract and invoice the Village on a semi-annual basis at a cost starting at \$170.55 per month. Should maintenance contract costs increase, the County shall provide the Village a thirty (30) day written notice.

The Village shall be responsible for all energy costs required by the improvements and be invoiced on a semi-annual basis. Energy costs shall be the same price paid by the County under their energy cost contract at that time. Again, if an increase occurs in the contract, the County shall provide the Village a thirty (30) day written notice. The Village shall be responsible for all future Emergency Vehicle Pre-emption (EVP) costs.

Staff Direction Request:

1. Approve the Intergovernmental Agreement Between the Village of Tinley Park and the County of Will for Maintenance and Energy of Traffic Signals at the Intersection of 191st Street (CH 84) and Panduit Drive in the County of Will, County Board District #4.
2. Direct Staff as necessary.

Attachments:

1. Intergovernmental Agreement at 191st Street and Panduit Drive

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
TINLEY PARK AND THE COUNTY OF WILL FOR MAINTENANCE AND
ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF 191ST STREET
(CH 84) & PANDUIT DRIVE IN THE COUNTY OF WILL,
COUNTY BOARD DISTRICT #4**

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

WHEREAS, the Village of Tinley Park is a Municipal Corporation and situated in Will County, (hereinafter referred to as “TINLEY PARK”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, The Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY, and TINLEY PARK, in order to facilitate the mobility of traffic and the safety of the motoring public, are desirous of maintaining an improved, signalized intersection at 191st Street (County Highway 84) and Panduit Drive, which once brought forth the construction of intersection improvements consisting of the traffic signal and other appurtenances (hereinafter referred to as the “IMPROVEMENT”); and

WHEREAS, both the COUNTY, and TINLEY PARK, in order to facilitate the mobility of traffic and the safety of the motoring public, hold an additional desire for proposed upgrades to the IMPROVEMENT enabling ITS capabilities, in that the same will be of lasting benefit to County residents and permanent in nature; and

WHEREAS, the proposed upgrades enabling ITS capabilities require the installation, maintenance, and operation of a communications network between all signals constructed along the COUNTY’s highway system, resulting in a need to establish a new agreement designating one common entity, the COUNTY, as that responsible for maintenance and operation of all signals constructed along the COUNTY’s highway system; and

WHEREAS, County Highway 84 (191st Street) is under the jurisdiction of the COUNTY; and

WHEREAS, the relevant portion of Panduit Drive at this intersection is under the jurisdiction of TINLEY PARK;

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY, and TINLEY PARK (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize the need for a new agreement and that such a need arose from the COUNTY’s new responsibility of building and maintaining a communications network linking all signals on highways under the COUNTY’s jurisdiction, including the IMPROVEMENT.
2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY’s standard maintenance contract and shall invoice TINLEY PARK for all of said routine maintenance costs on a semiannual basis. Routine maintenance costs shall initially be invoiced to TINLEY PARK at a rate of \$170.55 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contract(s) increase, the COUNTY shall provide 30 days’ written notice of the increase to TINLEY PARK.
3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other “Act of God” and shall invoice TINLEY PARK for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
4. TINLEY PARK shall be responsible for all of the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice TINLEY PARK on a semiannual basis. Energy costs invoiced to TINLEY PARK shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contract(s) increase, the COUNTY shall provide 30 days’ written notice of the increase to TINLEY PARK.
5. TINLEY PARK shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed or to be installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of 191st Street.

7. TINLEY PARK shall retain jurisdiction of Panduit Drive.
8. If the COUNTY is faced with a need to adopt any amendment, addition, deletion, or other change to state-issued and federally issued doctrine governing the construction and operation of traffic signals, requiring a resultant modification to signal equipment, TINLEY PARK shall be held financially responsible for alterations to the IMPROVEMENT to bring it into conformance with current standards, and the COUNTY shall be responsible for executing said alterations to the IMPROVEMENT. The COUNTY shall invoice TINLEY PARK for the full cost of said alterations to the IMPROVEMENT. Relevant updates to such doctrine governing the construction and operation of traffic signals include updates to the Manual on Uniform Traffic Control Devices; the Illinois Supplement to the Manual on Uniform Traffic Control Devices; statewide IDOT standards and specifications; and IDOT District 1 standards and specifications.
9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
10. This document shall nullify and replace any previous intergovernmental agreement governing the signal at the intersection of 191st Street (County Highway 84) and Panduit Drive.
11. This document shall be the final embodiment of the Agreement by and between the COUNTY and TINLEY PARK. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and TINLEY PARK.
12. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
13. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
14. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
15. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, IL 60433

Will County State's Attorney
Attention: Civil Division
57 N. Ottawa Street
Joliet, Illinois 60432

If to the Village of Tinley Park:

Village of Tinley Park
Director of Public Works
7980 W. 183rd Street
Tinley Park, IL 60477

Municipal Attorney
Attn: Tiffany Nelson-Jaworski
Del Galdo Law Group, LLC
1441 S. Harlem Avenue
Berwyn, IL 60804

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

16. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

Dated at Joliet, Illinois this ____ day of _____, 2025.

WILL COUNTY

ATTEST

Will County Executive

Will County Clerk
(Seal)

Dated at Tinley Park, Illinois, this ____ day of _____, 2025.

VILLAGE OF TINLEY PARK

ATTEST

Mayor

Village Clerk

PUBLIC COMMENT

ADJOURNMENT