

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 October 4, 2022, beginning at 6:00 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 SEPTEMBER 20, 2022.
4. CONSIDER CONTRACT WITH EPR SYSTEMS USA, INC. FOR A FIRE RECORD MANAGEMENT SYSTEM (RMS).
5. CONSIDER A CLASS A LIQUOR LICENSE FOR HOLIDAY INN TINLEY PARK, 18320 NORTH CREEK DRIVE.
6. CONSIDER A GRANT OF INDEFEASIBLE RIGHT OF USE (IRU) FOR FIBER OPTIC CABLE & FIBER OPTIC CONDUIT.
7. CONSIDER A CONTRACT WITH SHARLEN ELECTRIC COMPANY FOR A FIBER OPTIC NETWORK AT LIFT STATION POST 20 – 183RD STREET AND LAGRANGE ROAD.
8. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
September 20, 2022 – 6:00 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 6:00 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: M. Mueller, President Pro Tem
N. O'Connor, Village Clerk
W. Brady, Village Trustee
W. Brennan, Village Trustee (arrived at 6:01 p.m.)
D. Galante, Village Trustee
D. Mahoney, Village Trustee
C. Sullivan, Village Trustee
M. Glotz, Village President

Members Absent:

Staff Present: P. Carr, Village Manager
H. Lipman, Assistant Village Manager
T. Poulos, Police Commander
S. Klotz, Fire Chief
D. Ritter, Interim Community Development Director
J. Urbanski, Public Works Director
P. O'Grady, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON SEPTEMBER 6, 2022– Motion was made by Trustee Brady, seconded by Trustee Sullivan to approve the minutes of the Committee of the Whole meeting held on September 6, 2022. President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #4 – CONSIDER AN AGREEMENT WITH PRO EM NATIONAL EVENT SERVICES FOR THE HOLIDAY MARKET TENT – The Marketing Department is seeking approval to contract with Pro EM National Event Services for the installation and takedown of the 82' x 131' tent. The \$36,485.40 price includes a \$5,681.40 increase over last year's cost. Pro EM is the same vendor that was used last year, and their quote came in \$15,697.30 lower than the next responsible bidder. This expense is included in the FY23 budget.

At the request of the Marketing Commissioners, Photos with Santa will be moved from the train station to the far east end of the tent.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Mahoney to recommend an agreement with

Pro EM National Event Services for the holiday market tent be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #5 – CONSIDER AN OAK PARK SIGN GRANT FOR WYMAN & CO PICTURE FRAMING & ART GALLERY, 17324 OAK PARK AVENUE – Kathie Wyman (Applicant), the owner of Wyman & Co, is requesting funds under the Sign Grant Program which intends 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.

The Applicant has chosen to utilize Effective Signs for design and installation of the proposed 15-square-foot aluminum flat wall sign. One proposal was submitted for the grant requested, as required from Effective Signs for \$1985. Funds for the Sign Grant are not to exceed \$992.50.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend an Oak Park Sign Grant for Wyman & Co Picture Framing & Art Gallery, 17324 Oak Park Avenue be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #6 – CONSIDER A CLASS B LIQUOR LICENSE FOR CD LIQUORS, 8005 183RD STREET, UNITS F-G-H – Due to a past administrative or technical error, CD Liquors, 8005 183rd St., Units F-G-H, was mistakenly issued a Class A (Bar) Village of Tinley Park liquor license. A reclassification of CD Liquors' license to Class B (Liquor Store) is needed to remedy this error.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mahoney, seconded by Trustee Brennan to recommend a Class B liquor license for CD Liquors, 8005 183rd Street, Units F-G-H be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #7 – CONSIDER UPGRADE OF i3 ng9-1-1 FOR ALL PUBLIC SAFETY ANSWERING POINTS (PSAP) FOR THE 911 DISPATCH CENTERS – The State of Illinois adopted the move to i3 NG9-1-1 for all PSAPs (Public Safety Answering Points) – (Dispatch Centers) in the State.

The 911 Communications center is awaiting the approval of grant funding in the amount of \$107,938.69. The disparity of funds is because the State will not approve funding to update the 4 position backup center.

The lowest proposal was from Municipal Services Consulting (MSC) for \$145,223.76.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Sullivan to recommend the upgrade of i3 ng9-1-1 for all public safety answering points (PSAP) for the 911 dispatch centers be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #8 – CONSIDER A RESOLUTION IN SUPPORT OF THE VILLAGE OF TINLEY PARK’S APPLICATION FOR THE ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) GRANT FOR THE 80TH AVENUE TRAFFIC SIGNAL IMPROVEMENTS AT TIMBER DRIVE – Annually the Illinois Department of Transportation (IDOT) will release the availability of funding through the Illinois Transportation Enhancement Project (ITEP) Grant. With this funding come requirements to be met before application. One requirement is Village Board approval of a Resolution stating that if 80% funding of the proposed project is approved, the Village will commit the remaining 20%.

As read in Resolution-R-108, the grant award would cover 80% of preliminary engineering, design, and construction costs for the project with 20% to be paid for with local funds. As currently estimated, 20% committal would equal roughly \$390,000, plus any additional amount as required for the Village of Tinley Park’s share of the project costs.

President Pro Tem Mueller noted this allowed for the long-term option of adding sidewalks on 80th Avenue improving the walkability of the area.

President Glotz asked if this grant is in lieu of the funding Senator Hastings allocated in a State Bill but was not received. Mr. Urbanski replied yes.

Motion was made by Trustee Brady, seconded by Trustee Brennan to recommend a Resolution in support of the Village of Tinley Park’s application for the Illinois Transportation Enhancement Program (ITEP) grant for the 80th Avenue Traffic Signal Improvements at Timber Drive be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #9 – CONSIDER A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH ROBINSON ENGINEERING LTD. FOR THE KIMBERLY HEIGHTS – PHASE 1 DRAINAGE IMPROVEMENTS – Robinson Engineering Ltd. (REL) has prepared the Master Drainage Improvement Plan for the Kimberly Heights Subdivision. The next step is to prepare engineering plans and specifications for the initial phase of construction which has been discussed with staff. It was agreed to be located in the northwest section of the development which improves nearly all of the drainage issues in the northwest area of Kimberly Heights. This will be located on James Street from Ridgeland Avenue to Leslie Ann Drive and Mark Lane from James Street to Jody Lane.

The estimated construction cost is approximately \$475,000 and funding in the amount of \$1,500,000 was allocated to this project in the FY23 Budget.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend a professional engineering services agreement with Robinson Engineering Ltd. for the Kimberly Heights – Phase 1 Drainage Improvements be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #10 – CONSIDER A CONTRACT WITH RC WEGMAN FOR THE TINLEY PARK DATA CENTER RELOCATION AT THE PUBLIC SAFETY BUILDING – This project will consist of approximately 1090 SF of Interior renovations for the addition of a new upgraded Data Center in the Public

Safety Building. The project also includes a reworking of the existing telephone and data systems along with extensive additions of new telephone/data infrastructure.

This construction contract was advertised in accordance with state bidding laws and the project was separated into five (5) bid packages, General Trades, Plumbing, Fire Protection, HVAC, and Electrical.

Two (2) of the firms provided a turnkey bid for all bid packages. After reviewing the individual bids, it was determined that the best solution would be to select the turnkey method. All the bids were received and read publicly on September 7th, 2022

Bid Package	RC Wegman	Krause Construction	Fitzgerald Electric	Construction Solutions	Construction Inc.
General Trades	\$122,589	\$99,087		\$148,723	\$145,000
Plumbing	\$6,950			\$7,000	
Fire Protection	\$72,163			\$52,000	
HVAC	\$84,500			\$80,000	
Electrical	\$238,698		\$420,900	\$325,000	\$284,000
Alternate #1	\$19,000	\$14,185	\$5,000	\$21,700	\$20,000
Total w/ Alternate	\$543,900	\$113,272	\$425,900	\$634,423	\$449,000

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Brady to recommend a contract with RC Wegman for the Tinley Park Data Center Relocation at the public safety building be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #11 – CONSIDER A CONTRACT WITH CRYDER ENTERPRISES FOR THE STREETLIGHT POLE PAINTING PROJECT ON OAK PARK AVENUE – This construction contract was advertised in accordance with state bidding laws and five (5) bids were received and read publicly on August 25th, 2022, at 10:01 AM by the Deputy Clerk with the Facilities Superintendent and Christopher B. Burke Engineering present and received as follows:

Contractor	Location	As Read & Calculated Bid
Lankford Construction	Tinley Park, IL	\$9,135
Vertison Velocity	Chicago, IL	\$11,871
Cryder Enterprises	Minooka, IL	\$12,850
Tecorp, Inc.	Joliet, IL	\$42,240
Era-Valdivoa	Chicago, IL	\$43,800

Funding is available in the approved FY23 Capital Projects Budget.

Budget Available	\$40,000
Lowest Responsible Bidder	<u>\$12,850</u>
Difference (Under Budget)	\$27,150

Lankford Construction was not aware of the \$5,000 contingency allowance and didn't reflect this in their bid price therefore they requested that their bid not be considered for award.

Vertison Velocity was unresponsive when asked to provide past work experience.

Cryder Enterprises is the recommended contractor for this project.

Due to the available budget versus the number of streetlight poles needing to be repainted and the lowest responsible bid, management is requesting Board approval to increase the schedule of work to 36 streetlight poles for this phase at an overall cost of \$30,600.

President Pro Tem Mueller asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Sullivan to recommend a contract with Cryder Enterprises for the Streetlight Pole Painting Project on Oak Park Avenue be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the motion carried.

Item #7 – RECEIVE COMMENTS FROM THE PUBLIC –

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

Motion was made by Trustee Brennan, seconded by Trustee Mahoney, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan. Nays: None. Absent: None. President Pro Tem Mueller declared the meeting adjourned at 6:18 p.m.



Interoffice Memo

Date: September 27, 2022

To: Village Board

Cc: Patrick Carr, Hannah Lipman

From: Anthony Ardolino

Subject: Professional Service Agreement – EPR Fire Records Management System

Presented for October 4th, 2022 Committee of the Whole meeting discussion and action:

Description: Approve the software as a service (SaaS) agreement of Fire Records Management System for five year subscription and installation services.

Background: The Fire Department is required to track and maintain information in a Records Management System (RMS) related to fire incidents, investigations, and inspections. The current software which stores this information is nearing end of life, at which time the software will no longer be supported by the vendor.

An RFP for a new Fire RMS was released in July 2022 soliciting pricing for a five (5) year term. Five vendors and proposals were received. Submissions were reviewed by VoTP Fire and IT staff and evaluated on total cost, software functionality and vendor experience. Two proposals were selected for further evaluation through vendor demonstrations and Q&A. As part of the investigation of the proposals the two finalists were asked to provide best and final pricing of their proposed solution.

The EPR Fireworks Fire RMS proposal was determined to provide the most cost effective and robust functionality at a five year cost of \$62,462.00. This cost includes installation services, data migration and software maintenance.

Budget/Finance: Funding is budgeted and available in the approved FY23 budget via capital funds allocated for the Fire Records Management System project.

Staff Direction Request: Enter into agreement with EPR for a five (5) year term to provide their Fire Records Management Software as a Service solution with the cost of \$62,457.00.

Attachments:

1. Best and final price offering from EPR
2. Agreement for SaaS Fire RMS solution from EPR

PROPOSAL SHEET

Note: The Proposer must complete all portions of the Proposal Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating and is not delinquent in any taxes to the Illinois Department of Revenue.

It is understood that the Village reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Proposing Company Name: EPR Systems USA Inc.

FIRE RECORDS MANAGEMENT SYSTEM (RMS)		
Required Items		
Year one (1) cost		\$ 10,827.00
Year two (2) cost		\$ 11,151.81
Year three (3) cost		\$ 11,486.36
Installation, service, project management, and any other misc. costs		\$ 4,980.00
Total Cost for required items (sum total of the four lines above)		\$ 38,445.17
Optional Items		
Year four (4) cost		\$ 11,830.95
Year five (5) cost		\$ 12,185.88
Total Cost for required AND optional items		\$ 62,462
Proposed solution type (mark one):	Hosted <input checked="" type="checkbox"/>	On-Prem <input type="checkbox"/>

INDEMNIFICATION: The bidder hereby agrees to protect, defend, indemnify, and save harmless the Village against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein,

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2022, by and between The Village of Tinley Park (hereinafter referred to as “Customer” or “Village of Tinley Park”) and EPR Systems USA, Inc., a Florida corporation, (hereinafter referred to as "EPR" or "Vendor").

WHEREAS, EPR is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution; and

WHEREAS, CUSTOMER is engaged in providing emergency and rescue services and desires to utilize such Software to support the management of its fire and rescue operations; and

WHEREAS, EPR and CUSTOMER believe it is in their mutual interest and desire to enter into an agreement whereby CUSTOMER would use EPR's Software pursuant to the terms and conditions hereinafter provided.

The above recitals are hereby incorporated and made a part of this Agreement as if fully recited hereby.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Section 1 - Purchase

CUSTOMER shall subscribe to, and EPR shall provide the subscription items described by Attachment A, attached hereto, and made a part hereof.

Section 2 – Terms

2.1 This Agreement shall be subject to the terms and conditions contained herein and as provided by Attachment A and Exhibit B, attached hereto and made a part hereof. The total cost to CUSTOMER for the initial term of this Agreement From October 2022 to October 2027 is \$62,457.00 for subscription services which includes data migration, system set up and training, outlined in Attachment A.

2.2 The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue for the period of Five years; Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 30 days prior to the applicable renewal date.

Section 3 – Definitions

3.1 In this Agreement, unless the context otherwise requires:

- a) “Acceptance” means the acceptance of the Deliverables in accordance with Section entitled Inspection of the Deliverables of this Agreement.
- b) “Confidential Information” means those confidential, scientific, technical, financial, business and other information, manufacturing, marketing, sales and distribution data, scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans and drawings recognized as exempt or immune from disclosure pursuant to applicable federal or Illinois law;
- c) “Contract Price” means the amounts referred to or expressed in this Agreement, and specifically in the payment schedule attached as Attachment “A” to this Agreement, to be payable by CUSTOMER to EPR for the Deliverables.
- d) “EPR FireWorks” means the computer software, converted data, system interfaces, databases and documentation that are to be supplied by EPR and implemented by CUSTOMER, including the Deliverables to be provided by EPR to CUSTOMER all as contemplated hereunder, as the same may be upgraded, enhanced, or otherwise modified or adapted from time to time.
- e) “Deliverables” means the whole of the services including, without limitation, system set-up, data conversion, training, maintenance, and software programs required to be done, furnished or performed by EPR in accordance with the terms of this Agreement.
- f) “SaaS” means software-as-a-service that EPR hosts (directly or indirectly) for Customer’s use on a periodic subscription basis.
- g) “Improvements” means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the licensed computer programs and documentation, including, without limitation:
 - (i) Improvements and upgrades to improve software efficiency and maintainability.
 - (ii) Improvements and upgrades to improve operational integrity and efficiency.
 - (iii) functional improvements or changes which support legislated, regulatory or other lawful requirements.
 - (iv) changes or modifications to correct errors; and

- (v) Additional licensed computer programs to otherwise update the licensed computer programs.
- h) “Live Production” means use of EPR FireWorks system in the regular business operation of CUSTOMER, which shall be twenty-four (24) hours per day, seven (7) days per week.
- i) “Maintenance Access Period”, unless otherwise specified in the Agreement, means an uninterrupted time period of hours each day beginning Sunday from 2:00 AM – 2 PM, and weekdays Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST, during which EPR shall have personnel available to receive/respond to email and/or telephone support for maintenance services including remote connect in accordance with this Agreement; Support
- j) “Response Time” means the period of time beginning with a *bona fide* attempt to reach EPR by telephone, or other oral means, or email written means has been made by CUSTOMER during a Maintenance Access Period, and ending with the response of EPR;
- k) “Time to Repair” means that portion of the time that EPR FireWorks system cannot be used because of error, defect, deficiency, failure, problem or non-conformance to functional specifications, starting from the response of EPR and ending with the turnover of the Deliverables to CUSTOMER in proper working order.

“Unapproved Modifications” means modifications to the licensed computer programs not approved by EPR but made by CUSTOMER or on its behalf by someone other than EPR.

Section 4 – Representations

4.1 EPR represents and warrants, and it is a condition of this Agreement, that:

- (a) EPR is a corporation duly organized and existing in good standing under the laws of Florida and registered to carry on business as may be contemplated hereunder.
- (b) EPR has the ability and authority to enter into this Agreement, and the execution and performance of this Agreement or any part of this Agreement by EPR has been duly authorized by all requisite corporate action.
- (c) The execution and performance of this Agreement or any part of this Agreement by EPR does not and will not violate any contract or other obligation of EPR, and EPR knows of no circumstances which would prevent EPR's performance of this Agreement or any part thereof.
- (d) EPR is competent to perform its obligations hereunder, and has sufficient manpower; resources, skills, experience, and all such other materials as may be required to meet its obligations on or before the required date(s).
- (e) EPR has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverable in a diligent, professional

and timely manner; and

- (f) The representations and warranties made by EPR herein, including the recitals and all schedules hereto (in particular, in EPR's Proposal), are reasonable and correct, and may be relied upon by CUSTOMER and shall continue to be reasonable and correct, and may be relied upon by CUSTOMER throughout the performance of this Agreement.

Section 5 – Grant of Subscription

5.1 Grant of Subscription: SaaS. For SaaS, during the term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

Section 6 - Data

6.1 Ownership of Data. As between EPR and Customer, all Customer Data shall be owned by Customer.

Section 7 – Trademarks and Proprietary Notices

EPR expressly reserves all rights to its own trade names, logos, trademarks, other identifying symbols and all of its proprietary rights in its product packaging or labeling of any licensed computer programs. CUSTOMER shall not acquire any right, title or interest in or to any such trade name, logo, trade-mark, or other identifying symbols of EPR.

7.1 Notwithstanding anything to the contrary provided for herein, CUSTOMER shall retain exclusive ownership of all CUSTOMER generated and/or supplied data. In no event shall such CUSTOMER's related data or information be used by EPR without the prior written consent of the CUSTOMER.

Section 8 – Payment

8.1 CUSTOMER shall pay EPR in accordance with the Payment Schedule described in Attachment "A" to this Agreement within thirty (30) days of receipt of invoice. All fees are inclusive of all freight, shipping and applicable taxes.

8.2 CUSTOMER shall notify EPR, within Fifteen (15) days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced shall be postponed until EPR remedies the inadequacy to the satisfaction of CUSTOMER, at no additional cost to CUSTOMER. Payment will be made by CUSTOMER within thirty (30) days of receipt of invoice issued by EPR.

Section 9 – Confidentiality

- (a) EPR shall be bound by an obligation of strict confidence to CUSTOMER in respect of any confidential information disclosed by or on behalf of CUSTOMER to EPR or developed by EPR for CUSTOMER. EPR shall not:

- (b) Disclose, either directly or indirectly, any such confidential information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and
- (c) Use any such confidential information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of CUSTOMER and on terms and conditions satisfactory to CUSTOMER in its sole discretion.
- (d) Notwithstanding anything to the contrary herein, CUSTOMER's good faith compliance with the provisions of the Illinois Freedom of Information Act shall not be construed as and shall not constitute a breach of this Agreement.

Section 10 - Law/Venue

10.1 This Agreement is subject to and governed by the laws of the State of Illinois. EPR hereby consents to the jurisdiction of the State of Illinois for the enforcement of any rights, the resolution of any disputes and/or for the purposes of any lawsuit brought pursuant to this Agreement or the subject matter hereof; and EPR agrees that service by first class U.S. mail to EPR Systems USA, Inc., 1016 Lasalle Street, Jacksonville, FL 32207 shall constitute effective service.

Section 11 – Notice

11.1 Unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder must be given in writing and delivered by postage-paid mail, personally, by prepaid courier with a copy delivered by electronic means, addressed to the appropriate party as follows:

Customer address:
Village of Tinley Park
16250 S. Oak Park Ave
Tinley Park, IL 60477

VENDOR address:

EPR Systems USA Inc.
1016 Lasalle Street
Jacksonville, FL 32207
jjacobson@eprsys.com

11.2 All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth above. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail with a copy by e-mail, five days after proper deposit in a mailbox.

12. No Modification

There shall be no modification of this Agreement, except in writing and executed with the same formalities as the original.

13. **Interest.** EPR hereby waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest to which it may otherwise be entitled pursuant to law, including, but not limited to, pursuant to the Local Government

Prompt Payment Act as amended. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

14. **Severability**. The terms of this Agreement shall be severable. In the event any of the terms or the provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

15. **Compliance with Law**. Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement, EPR shall comply with all applicable federal, state, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, EPR hereby certifies, represents, and warrants to the CUSTOMER that all of EPR's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legally authorized to work in the United States. EPR shall also, at its expense, secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. CUSTOMER shall have the right to audit any records in the possession or control of EPR to determine EPR's compliance with the provisions of this section. In the event CUSTOMER proceeds with such an audit, EPR shall make available to CUSTOMER EPR's relevant records at no cost CUSTOMER. CUSTOMER shall pay any and all costs associated with any such audit.

16. **Execution**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

17. **Conflict**. In the event of any conflict between the terms and provisions of this purchase Agreement and Attachments A and Exhibit B hereto, the terms and provisions of this purchase Agreement shall supersede and control.

18. **Limitation of Damages**. In no event shall CUSTOMER be liable for any monetary damages in excess of the purchase price contemplated by this Agreement. In no event shall CUSTOMER be liable for any consequential, special or punitive damages, or any damages resulting from loss of profit.

19. **Transfer of Title/Risk**. Transfer of title, and risk of loss shall pass to CUSTOMER upon delivery of any goods. All transportation and delivery shall be at EPR's sole expense.

20. **Indemnification**. To the fullest extent permitted by law, EPR agrees to and shall indemnify, defend and hold harmless CUSTOMER, its officers, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of EPR or EPR's officers, employees, agents or subcontractors in the performance

of this Agreement, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against CUSTOMER, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of CUSTOMER's choosing.

21. **Relationship Between the Parties.** This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

22. **Waiver.** Neither party hereto shall be responsible for any consequential, indirect, punitive or incidental damages for any reason whatsoever. Any delay or failure to enforce any rights by either party arising out of or pursuant to this Agreement shall not constitute, and shall not be construed as, a waiver of any such rights.

23. **Limitation of Actions.** EPR shall not be entitled to, and hereby waives, any and all rights that it might have to file suit or bring any cause of action or claim for damages against CUSTOMER and/or its affiliates, officers, employees, agents, attorneys, boards and commissions of any nature whatsoever and in whatsoever forum after two (2) years from the date of this Agreement.

24. **No Other Agreements.** This Agreement is the only agreement between the parties hereto regarding the subject matter hereof. There are no other agreements, either oral, written or implied, between the parties hereto regarding the subject matter hereof. This Agreement may only be altered or modified by written instrument signed by both parties.

25. **Appropriation of Funds.** The obligations of CUSTOMER under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract.

If, for any fiscal year the term of the Contract, sufficient funds for the discharge of the CUSTOMER's obligations under this Agreement are not appropriated and authorized, then this Agreement shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to CUSTOMER for damages, penalties, or other charges on account of such termination.

The person signing this Agreement certifies that s/he has been authorized by CUSTOMER to commit CUSTOMER contractually and has been authorized to execute this Agreement on its behalf.

This Agreement shall be construed so as not to be classified as "debt" or "evidence of debt" under Illinois law.

The person signing this Agreement on behalf of EPR certifies that s/he has been authorized by EPR to commit EPR contractually and has been authorized to execute this Agreement on its behalf.

26. **HIPPA Compliance.** The Business Associate Agreement between EPR and the CUSTOMER, attached hereto as Exhibit B, is made part of this Agreement.

27. **System Backup.** The parties agree and acknowledge that all EPR FireWorks system data shall be housed in the secure Amazon Web Services cloud environment, with security, back up and disaster recovery built in.

27.1 **Local Data Backup.** EPR shall provide CUSTOMER with an MS SQL database for local backup purposes on a schedule to be agreed upon, but not more than once a week at no cost.

28. **Data Conversion.** CUSTOMER agrees to provide EPR with a copy of CUSTOMER's database for data conversion purposes, and EPR agrees to destroy such data upon completion of the conversion.

The Village of Tinley Park

EPR Systems USA:

Name _____

Name: _____

Title Date

Title Date



ATTACHMENT A”

Description	Included	2022 -2027
Fire Bundle (NFIRS, Inspection, Properties, Preplan, Hydrants, Investigation)	<input checked="" type="checkbox"/>	\$ 41,788
Inventory, Maintenance, Work Order	<input checked="" type="checkbox"/>	\$ 5,096
CAD Interface	<input checked="" type="checkbox"/>	\$ 10,593
Data Migration and Conversion - One Time	<input checked="" type="checkbox"/>	\$ 3,000
Web Training 4 Sessions	<input checked="" type="checkbox"/>	\$ 1,980
Annual Cost	<input checked="" type="checkbox"/>	\$ 62,457

Terms & Conditions: All fees will be invoiced upon active work on the software platform with net 30-day terms.

Any add on modules will be amended to this contract & invoiced on a prorated basis.

EXHIBIT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and EPR Systems ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside EPR's Software over the public Internet; and

21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to EPR's Software.

22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic, or facsimile.



Interoffice Memo

Date: October 4, 2022
To: Village Board of Trustees
From: Kristin Thirion
Subject: Holiday Inn Tinley Park –Class A Liquor License Request

Upon completion of construction at 18320 North Creek Drive, the new Holiday Inn Tinley Park will feature 108 guest rooms, an approximately 1500-square-foot meeting space for small events, a full bar, and a bistro-concept restaurant. The applicant is seeking a Class A (Bar) liquor license.



Interoffice Memo

Date: September 28, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

From: Arlan Schattke, PE – Village Engineer

Subject: Grant of Indefeasible Right of Use (IRU) for Fiber Optic Cable and Fiber Optic Conduit

Presented for Committee of the Whole/Village Board Meeting consideration and possible action:

Description: The Village has been presented an IRU from the Cook County on behalf of the Cook County Bureau of Technology for utilization and installation of fiber optic network equipment at various locations across the Village. Per the agreement, the Village will provide the County rights to colocate fiber optic cable within already installed Village owned conduit. In return, the County will install conduit and fiber optic cable for exclusive rights use by the Village. The installed conduit and fiber optic cable will connect Fire Station #48 (9191 175th Street) onto the Village's existing fiber network.

There will be no cost to the Village pertaining to this IRU.

Staff Direction Request:

1. Approve IRU between the Village and Cook County and direct to Village Board for approval.
2. Direct Staff as necessary.

Attachments:

1. Grant of Indefeasible Right of Use with Cook County

**AGREEMENT FOR GRANT OF IRU FOR FIBER
& FIBER OPTIC CONDUIT**

This Agreement for Grant of **Indefeasible Right of Use** (IRU) for Fiber Optic Cable and Conduit is executed as of the ____ day of _____, 2022 by **Cook County** (County), a public body corporate of the State of Illinois and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, on behalf of the Cook County Bureau of Technology, and the **Village of Tinley Park** (Tinley Park), a body politic and corporate of the State of Illinois.

WHEREAS lack of reliable high-speed internet access is a barrier to economic development, educational advancement, and healthcare access. According to the United States Census, Cook County residents comprise over 43% of all Illinois residents who lack access to reliable high-speed internet. The communities in Cook County that lack access are those that have been historically disenfranchised; and

WHEREAS on January 16, 2020, the Cook County Board of Commissioners adopted a Resolution titled “Creating Digital Equity in Cook County” to address barriers to connectivity for unserved and underserved communities in Cook County; and

WHEREAS Governor Pritzker launched Connect Illinois which is a \$420M initiative to expand access to reliable high-speed internet across the State. In 2020, Cook County received a Connect Illinois Broadband Grant Program award of \$1,876,580.48 for expansion of broadband infrastructure in underserved areas of Cook County; and

WHEREAS Cook County has committed additional funds for expansion of broadband infrastructure in underserved areas of Cook County; and

WHEREAS Cook County, through the Office of the President and Bureau of Technology, seeks to install additional broadband fiber in the Cook County Southland to provide greater access and internet speed to residents, businesses, and institutions; and

WHEREAS the current Cook County Connect Illinois Broadband Grant Program Project will expand the broadband fiber footprint in Chicago Southland communities through publicly owned, shared fiber. The implementation will focus on fiber paths that will provide distribution and host last mile service platforms addressing those communities with the greatest need, municipalities with no fiber assets to support economic stimulus, and key regional education campus facilities with limited connectivity to online resources. The communities that will benefit from this project have some of the lowest rates of internet connectivity in the State of Illinois; and

WHEREAS there is significant community support for the proposed Cook County Connect Illinois Broadband Project from municipalities and stakeholders in the Chicago Southland communities; and

WHEREAS Cook County desires to complete the fiber build into the Village of Tinley Park to service community anchor institutions and other municipal entities; and

WHEREAS Cook County and the Village of Tinley Park have agreed to a utilization of fiber assets for mutual benefit and enter into this agreement to memorialize the shared use of current conduit and fiber optic cable and installation of new conduit and fiber optic cable.

1. DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth below or where they are defined in the text of the Agreement.

Associated Property. “Associated Property” means the Required Rights, Cable Accessories, and Structures.

Cable. “Cable” means fiber optic cable along the Route(s) identified in Exhibit A, having fiber optic filaments contained in any suitable jacketing or sheath.

Conduit. “Conduit” means fiber optic conduit.

Cable Accessories. “Cable Accessories” means the attachment and suspension hardware, and other components necessary either for the placement or protection of the Cable either underground or overhead or for the continuity of the fiber filaments within the Structures.

Equipment. “Equipment” means the power equipment, electronic and optronic equipment including, without limitation, repeaters, junctions, patch panels, alarm monitoring equipment and other equipment necessary to provide a network of fiber optic transmission capacity and located on the Customer Side of the Demarcation Point. The word “equipment,” when not capitalized, refers to equipment of any type.

Fiber. “Fiber” means the fiber optic filament contained in the Cable.

IRU. “IRU” means an indefeasible right of use permitting each Party to have exclusive use of the other Party’s Fibers and or Conduit and non-exclusive use of the Associated Property throughout the Term as indicated herein.

Julie locates. “Julie locates” means Illinois Joint Utility Locating Information for Excavators service.

Required Right. “Required Right” means any agreement, conveyance, easement, license, franchise, or permit obtained by County from a government entity or other Third Party governing the terms under which County may access and use public rights-of-way, private property, Structures, and other property for County to use, install, construct, and maintain Cable, Cable

Accessories, and Structures. If the interest held by County in the Fibers is an IRU from a Third Party, that IRU shall be treated as a Required Right.

Route. “Route” means the path or paths on which the Conduit and Cable is located, as identified in Exhibit A.

Structures. “Structures” means towers, poles, conduit, manholes, hand holes, splice cases, and associated civil works on or in which the Cable is located.

Third Party. “Third Party” means any party, person or entity that is not a signatory to this Agreement or an affiliate of a signatory and any party, person, or entity that is not a successor or permitted assignee of the signatories hereto.

2. INCORPORATION OF RECITALS AND EXHIBITS

The above recitals and attached exhibits are incorporated into this Agreement as if fully set forth herein.

3. GRANT OF IRU

Tinley Park hereby grants to County an IRU in the use of Conduit through which to pull Cable as identified in Exhibit A-1, together with an IRU in common with others to use so much of the Associated Property as is reasonably required for the beneficial use of the County’s Cable contained therein.

In exchange County grants to Tinley Park an IRU in the use of conduit and fibers as identified in Exhibit A-2, together with an IRU in common with others to use so much of the Associated Property as is reasonably required for the beneficial use of the County’s Cable contained therein.

The foregoing IRU to use the Conduit and Fibers and Associated Property is subject to the terms, conditions and restrictions set forth in this Agreement.

4. TERM

This Agreement shall continue in full force and effect for the useful life of the Fiber and Conduit or thirty (30) years, whichever is greater, or until such time as both Parties shall agree in writing to a release from the rights and obligations hereby conferred.

5. PREMISES; CONSIDERATION

In consideration of this Grant of IRU, Tinley Park shall provide the County with right of use and access to the Conduit as indicated in Exhibits A-1. County shall provide Tinley Park with right of use to Conduit and Fiber as indicated in Exhibit A-2. County shall fund the installation of Conduit and Fiber as indicated in Exhibits A-1 and A-2. County will pay all Julie locates on the new Conduit as identified in Green on Exhibit A-2. Tinley Park will pay for all Julie locates on the conduit that is existing Tinley Park conduit. The Parties will share pro-rata the costs of any future relocation or maintenance on the conduit identified in green on Exhibit A-2.

6. CONDITIONS OF FIBER USE

The Parties may use the conduit and fiber optic cables for any purpose so long as the use is technologically compatible with the overall use of the County system for communications services, does not interfere with the use of the fibers by County or any Third Party, and each Party exercises its rights in the Conduit, Fiber, hand holes, and Associated Property in compliance with all applicable Federal, State, and local laws, regulations, and codes.

7. OWNERSHIP AND TAXES

A. Title. Tinley Park shall retain title in its previously installed conduit. County shall retain title to any new Structures, Cable, Cable Accessories, Fiber, and Associated Property installed or constructed under this Agreement.

B. Required Rights. Each Party shall comply with the terms and conditions of the Required Rights and neither Party shall take any action, or fail to take a required action, that would constitute a breach of a Required Right.

C. Income Taxes. Each Party agrees that it will be solely responsible for any tax obligations arising from its use of the Fiber.

8. REPRESENTATIONS AND WARRANTIES

A. Common Representations. Each Party represents and warrants that it has full authority to enter and perform this Agreement and that this Agreement does not conflict with any other document or agreement to which it is a party or is bound and is fully enforceable in accordance with its terms.

B. No Express or Implied Warranties or Other Representations. Except as set forth in this IRU Agreement, neither Party makes any warranties or representations, express or implied, about its respective performance or conduct, including but not limited to, the performance of the network and use of the Fiber for any specific purpose.

9. DEFAULT AND REMEDIES

A. Default. A Party shall be in default under this Agreement if the Party fails to perform, in any material respect, any of its obligations as set forth in this Agreement, and such failure is not excused by any provision of this Agreement and continues unremedied for a period of thirty (30) days following written notice from the non-breaching Party, provided that if the breach by its nature cannot be cured within thirty (30) days and the breaching Party within that time has commenced to cure, there shall be no default so long as the Party thereafter diligently continues such cure to completion.

B. Remedies. Upon the occurrence of a default, the non-breaching Party shall have the right, subject to the express limitations contained in this Agreement, to pursue any and all legal or equitable remedies it may have against the Party in default including, without limitation, the right to seek injunctive relief to prevent the Party in default from continuing to default its obligations under this Agreement and the right to declare a termination of this Agreement.

10. COVENANT NOT TO SUE

Excluding any action to enforce the terms of this Agreement, each Party hereby covenants and agrees that it shall not sue, institute, cause to be instituted, or permit to be instituted on its behalf, or by or on behalf of its past, present, or future officials, aldermen, commissioners, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, State, or Federal agency, court or other tribunal, against the other, its officers, aldermen, commissioners, employees, attorneys, agents or assigns, arising out of, from, or otherwise relating, directly or indirectly, to this Agreement.

11. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM A PARTY'S PERFORMANCE OR FAILURE TO PERFORM ANY TERM OR PROVISION OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS MADE UNDER THEORIES OF CONTRACT OR THEORIES OF TORT, INCLUDING STRICT LIABILITY.

12. INDEMNIFICATION

Neither Party shall indemnify or hold harmless the employees or contractors of the other Party under this Agreement.

13. INSURANCE

Cook County, its officials, employees, and agents are to be covered as additional insureds on the Village's Commercial General Liability insurance with respect to liability arising out of work or operations performed by or on behalf of the Orland Park, including materials, parts, or equipment furnished in connection with such work or operations. All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of Cook County.

Any insurance or self-insurance maintained by County shall be excess of Tinley Park's and any of its subcontractors' insurance and shall not contribute to it. No limitation to indemnity applies to liability arising from workers' compensation and employers' liability or the sole negligence, active negligence, or willful acts of Tinley Park and its subcontractors. Tinley Park further agrees to bear without limitation all direct damages arising from or resulting from breach of, default in, or failure to perform, any of the representations, warranties, or covenants given or made by Tinley Park in this Agreement.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Tinley Park's responsibility for payment of damages resulting from its operations under this Agreement, and Cook County maintains the right to modify, delete, alter or change these

requirements upon consultation with Tinley Park and a mutually executed amendment to this Agreement.

13. ASSIGNMENT

A. Assignment. This Agreement may not be assigned by either Party except by the express mutual written consent. Any assignment of this Agreement shall be valid if the assignee agrees in writing to be bound by this Agreement and perform all obligations of the assignor.

B. Agreement Binding; Assignees. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment shall release the assignor from liability under this Agreement.

C. Transfer Less than an Assignment. The County may without the consent of Tinley Park lease, grant an IRU, or otherwise transfer an interest in less than an assignment of this Agreement in all or any portion of the Fibers, Conduit, or other Associated Property provided that such interest shall be subject to all the terms and conditions of this Agreement, and County shall remain the sole point of contact with transferee regarding the Fibers. This includes any transfer of rights for purposes of managing fiber-use on behalf of the County.

14. MISCELLANEOUS TERMS

A. Force Majeure. Neither Party shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond a Party's reasonable control, provided that the event is not caused by that Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war or terrorism, fires, lightning, tornados, floods, epidemics, earthquakes, and riots.

B. No Joint Venture. This Agreement shall not be construed in such a way that either the County or Tinley Park constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. Neither Party shall have the authority to enter into any agreement or assume any liability on behalf of the other Party, nor bind or commit the other Party in any manner, except as expressly provided herein.

C. Notice. Any notice required to be given pursuant to this Agreement shall be in writing and addressed as set forth below. Notice shall be deemed duly given if personally delivered, deposited in the United States mail either registered or certified, or upon receipt of email. Notice given as provided herein does not waive service of summons or process.

Contact Person for County:

Doug Coupland

Director of Telecommunications

118 N. Clark St.

Chicago, Illinois 60602

douga.coupland@cookcountyil.gov

Contact Person for Tinley Park:
Village Manager
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5000
pcarr@tinleypark.org.

With Carbon Copy to:
Public Works Director
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5500
jurbanski@tinleypark.org

D. Governing Law and Forum. This Agreement shall be interpreted under, and governed by, Federal and State of Illinois law, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be brought in a court of competent jurisdiction located within Cook County, Illinois.

E. Entire Agreement. This Agreement and its exhibits constitute the entire agreement of the County and Tinley Park with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Tinley Park and the County with respect to the subject matter hereof. The headings of articles, paragraphs, and sections in this Agreement are included for convenience only and shall not be considered by either Party in construing the meaning of this Agreement.

F. Approval Required and Binding Effect. This Agreement between the County and Tinley Park shall not become effective unless appropriately authorized under applicable law. This Agreement constitutes a legal, valid, and binding agreement, enforceable against the County and Tinley Park in accordance with its terms.

G. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless explicitly memorialized in writing and signed by the Party that is claimed to have waived or consented. Such waiver or consent shall not be construed to apply to any subsequent waiver or breach.

H. Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or that by their nature or terms would be reasonably understood to be intended to survive and continue in force and effect after expiration or termination of this Agreement shall remain in force and effect after such expiration or termination.

I. Governmental Immunity. Notwithstanding anything to the contrary set forth in this Agreement, neither the County nor Tinley Park waive any rights or defenses of governmental immunity with respect to any matters arising out of this Agreement or performance hereunder.

J. Interpretation. For purpose of construing this Agreement, unless the context otherwise requires, words in the singular shall be deemed to include words in the plural, and vice versa, and a reference to the County includes the County's officers, commissioners, employees, attorneys, agents, and assigns, and reference to Tinley Park includes its officers, members, employees, attorneys, agents, and assigns.

K. Modification. This Agreement may not be altered, modified, or amended except by mutually signed written agreement.

L. Additional Actions and Documents. Each Party agrees to take all required actions to execute, acknowledge, deliver, and file any additional documents and instruments necessary to effectuate this Agreement. Further, each Party agrees to exercise best efforts to obtain any necessary consents to fully realize the purpose, terms, and conditions of this Agreement.

M. Construction. The headings of articles and sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The headings do not define or affect the meaning, construction, or scope of any of the provisions of this Agreement. This Agreement has been negotiated by the Parties at arm's length and each Party has been represented by legal counsel. The Parties agree that any legal or equitable principles suggesting interpretation of this Agreement against the drafter do not apply.

N. Counterparts. This Agreement may be signed in counterparts with the same effect as if all signatures appeared in one instrument. A facsimile or digital transmission of a signature shall be deemed an original signature. Upon request, a Party providing a digital signature shall deliver an original counterpart to the other Party.

O. Severability. If any provision of this Agreement or the application thereof is invalid or unenforceable, the remaining provisions of this Agreement shall remain enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

Cook County

By: _____

Name: _____

Title: _____

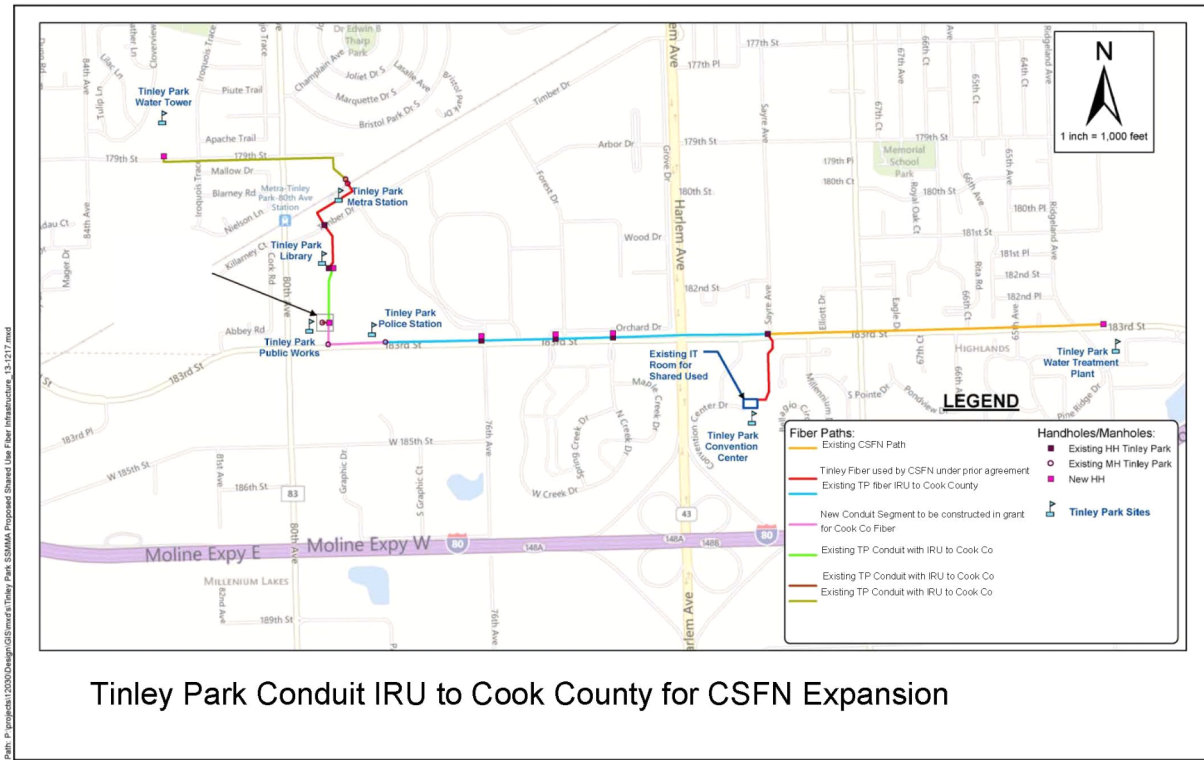
Village of Tinley Park, Illinois

By: _____

Name: _____

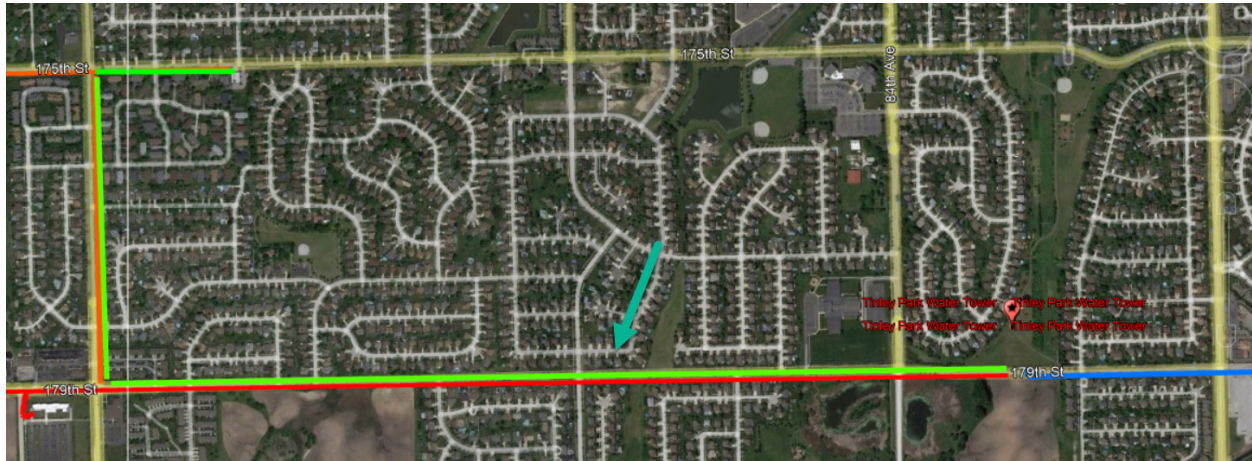
Title: _____

EXHIBIT A-1



County shall be provided an IRU to pull fiber through the existing Tinley Park Conduit identified in Blue, Green, Red, Yellow and to install necessary hand holds as shall be described in final construction prints that shall be attached hereto upon as built completion.

EXHIBIT A-2



Green represents new Conduit and fiber for use by Tinley Park to be installed by County.
(Fiber will be pulled through existing Tinley Park conduit at the water tower location.)



Interoffice Memo

Date: September 28, 2022

To: Pat Carr – Village Manager
Hannah Lipman – Asst. Village Manager
John Urbanski, Public Works Director

From: Arlan Schattke, PE – Village Engineer

Subject: Post 20 Lift Station Fiber Optic Network - 183rd Street and LaGrange Road Contract Award

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

Description: This work consists of connecting Lift Station Post 20 (183rd St. & LaGrange Rd.) onto the Village fiber optic network by utilizing infrastructure being installed for Fire Station #48 as part of Cook County's Chicago Southland Fiber Network Expansion Project. The fiber optic cable for Lift Station Post 20 will be collocated within the conduit for Fire Station #48 and installed concurrently. Having the Chicago Southland Fiber Network Expansion Project Contractor, Sharlen Electric, install the Post 20 fiber optic cable concurrently avoids significant cost increases, time delays, and logistical obstacles. Although the Village is not competitively bidding the work, Sharlen Electric was awarded the contract for the base bid per the Cook County bidding requirements.

Budget / Finance: Funding is budgeted for in the FY23 Capital Budget (26-00-000-75707).

Total Budget Available:	\$2,500,000.00
Current Lift Station Post 20 Contract Amount:	\$2,035,239.60
Proposal Amount:	\$106,868.48
Contingency Amount (15%):	\$16,030.27
Difference Under Budget:	\$341,861.65

Staff Direction Request:

1. Approve sole source contract with Sharlen Electric Co. in the amount of \$106,868.48 plus \$16,030.27 contingency amount (15%). Total contract amount not to exceed \$122,898.75
2. Direct Staff as necessary.

**PUBLIC
COMMENT**

ADJOURNMENT