A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF ORLAND PARK FOR THE USE OF INDOOR PUBLIC SAFETY TRAINING CENTER

WHEREAS, the Village of Orland Park (the "Orland Park") owns, and the Orland Park Police Department (the "Department") operates an indoor public safety training center (the "Training Center") for critical police training such as firearms proficiency, rapid deployment, defensive tactics and use of force; and

WHEREAS, the Village of Tinley Park ("Tinley Park") desires to contract with the Orland Park to use the Training Center and its facilities and equipment for training purposes; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, the Department is authorized to contract or otherwise associate with units of local government and persons and in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, any power, privilege or authority that may be exercised or enjoyed by a public agency, may be exercised and enjoyed jointly with other public agencies, 5 ILCS 220/1 et seq.; and

WHEREAS, the Illinois Police Training Act, 50 ILCS 705/1, et seq., sets minimum requirements for police officer training and firearm qualification; and

WHEREAS, it is in Tinley Park's best interest to approve and enter into an intergovernmental agreement, in substantially the form attached hereto as Exhibit A (the "Intergovernmental Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois **THAT:**

<u>Section 1:</u> <u>Recitals.</u> The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Approval of Intergovernmental Agreement. The Intergovernmental Agreement is hereby approved in substantially the form attached hereto. The Village Mayor, Chief of Police, and Village Clerk are authorized and directed, on behalf of Tinley Park, to execute and attest to the Intergovernmental Agreement, in substantially the form attached hereto, and whatever other documents are necessary to effectuate the transactions contemplated by the Intergovernmental Agreement.

<u>Section 3:</u> <u>Effective Date.</u> This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 21st day of October, 2025

AYES: Brady, Brennan, Mahoney, Mueller, Shw, Sullivan

NAYS: None

APPROVED this 21st day of October, 2025

Michael W. Glotz, Mayor

ATTEST:

Nancy M.O'Connor, Village Clerk

Orland Park Police Training Center 10609 163rd Place, Orland Park, Illinois



USER AGREEMENT

This Agreement is entered into this <u>Als</u> day of <u>October</u> 2025 by and between the Village or Orland Park ("Village") and the Village of Tinley Park ("Agency"). In consideration of the mutual covenants contained herein, the Parties agree as follows:

This Public Safety Training Center User Agreement ("Agreement") is intended to provide the Agency with access to the Orland Park Police Training Center ("Facility") including the shooting range, simulator, ammunition storage, equipment and classroom for training purposes.

The Facility shall be operated in accordance with the Orland Park Police Department's Training Facility Standard Operating Procedures ("S.O.P.") attached as Exhibit A and incorporated herein. No one will be allowed to use, train or shoot on the Range until they have read and agreed by signature to abide by the S.O.P.

An Orland Park Police Department Certified Range Officer ("OPPD Range Officer") or a properly vetted and certified Agency Range Officer ("Agency Range Officer") shall be present at all times during the Agency's use of the Facility. The OPPD Range Officer or the Agency Range Officer shall orient Agency personnel using the Facility as to the S.O.P.: Safety Rules and Regulations; General Range information; Facilities and Equipment; and Rules of Conduct. The Agency shall inform all its employees of this information. The Agency Range Officer shall be certified by both the Illinois Law Enforcement Training Standards Board and the Orland Park Police Department and will be provided independent access to the Facility. The Orland Park Chief of Police, or designee, may revoke or suspend an Agency Range Officer's certification at any time as a result of unsafe behavior, damage to property, unsafe firearm or ammunition usage, intoxication, or failure to adhere to safety and procedural standards by the Agency Range Officer or agency personnel (including retirees) under his command.

The Agency shall provide its own weapons, ammunition, ear protection, eye protection, body armor, cleaning equipment, and targets. The Agency shall pay for and/or replace any property or equipment damaged while using the Facility. The Village will make available limited space where the Agency can store ammunition at the Facility. The Agency will be required to furnish, at its own cost, an ammunition storage cabinet, as approved by the Village. The Village is not responsible for any loss or damage of any items kept by the Agency in the ammunition storage cabinet.

The days and times of Facility operation and scheduling of training and related activities shall be determined by the Orland Park Chief of Police or designee. In case of an emergency, training can be halted by the Orland Park Chief of Police or designee.

Any questions, complaints or commendations related to services provided under this Agreement should be directed to the contact person designated by the Orland Park Chief of Police. If a dispute between the Parties as to the extent of service or performance pertaining to the operation of this Agreement arises, the Orland Park Chief of Police's determination shall be final.

BILLING AND PAYMENT

The Agency shall be billed monthly for the use of the Facility and shall deliver payment within 30 days of receipt. The following rates are in effect. By January 1^{st} of each year, the Agency will commit to one of the following tiers for the following 12-months.

Without Orland Park Range Officer

- Tier 1 \$375 per hour when purchasing 32-hour blocks of time per month.
- Tier 2 \$540 per hour when purchasing less than 32-hour blocks of time per month.

With Orland Park Range Officer

- Tier 3 \$475 per hour when purchasing 32-hour blocks of time per month.
- Tier 4 \$640 per hour when purchasing less than 32-hour blocks of time per month.

Blocks of time can roll over monthly but do not transfer at the end of the year. The billing rates cited above shall be adjusted annually based on the Consumer Price Index for All Urban Consumers for all items published by the United States Department of Labor ("CPI-U"). In consideration for allowing the Village to utilize its gun range previously, for the first six months of this agreement, the Agency will be allotted a 50% discount on the above tiered pricing.

INSURANCE AND INDEMNIFICATION

The Agency shall provide a Certificate of Insurance ("COI"), detailing the actual coverages in force and effect during the term of this Agreement. The COI shall be accompanied by a separate endorsement that designates as additional insured on a Primary & Non-Contributory basis the "Orland Park Police Department and its officers, agents, and employees; the Village of Orland Park and its officers, agents, and employees." The endorsement shall be signed by an officer of the Insurance Company issuing the policy or by an authorized representative agent of the Insurance Company. Intent to notify the Village is not acceptable or sufficient.

Insurance liability coverage limits are required as follows:

Commercial General Liabi	lity Limits
Each Occurrence General Aggrega	\$1,000,000 te \$2,000,000
Automobile Liability	Limits
Combined Single Bodily Injury (per Bodily Injury (per	accident) \$1,000,000
Workers' Comp (per statu Employers Liability	te) Limits
Policy Limit Each Employee	\$1,000,000 \$500,000

Acceptance of COI and required primary & non-contributory additional insured endorsements by the Village shall not limit or relieve the Agency of any duties and responsibilities assumed by the Agency. Acceptance of COIs not in compliance with all requirements stated in the provisions in this Agreement shall not result in any waiver of these requirements.

The COI and required primary & non-contributory additional insured endorsements shall be sent to the Village of Orland Park, 14700 Ravinia Avenue, Orland Park, IL 60462. The initial COI and required primary & non-contributory additional insured endorsements shall accompany this executed Agreement.

The Agency agrees to indemnify and hold harmless and defend the Orland Park Police Department and the Village of Orland Park, their officers, agents, and employees against all liability of any kind whatsoever resulting from the acts or conduct of the Agency, its agents, representatives or employees in the performance of this Agreement.

To the fullest extent permitted by laws and regulations, Agency agrees to protect, defend, reimburse, indemnify, save and hold the Village of Orland Park its officers, agents and employees and each of them, harmless from any and all claims, expenses, fines, costs, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever by reason of any damage to property, including loss of use; or any damage to the environment, including any environmental contamination; or any bodily injury, including death, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whatsoever, or any governmental agency, which may arise out of, in connection with, or because of the use or occupancy of the Facility, including but not limited to, the Facility, the exterior of the Facility and grounds, parking areas, pedestrian walkways, vehicular paths and grassy areas, by Agency or its range officer(s), instructor(s), officers, agents, employees, invitees or guests; or Agency's acts, omissions or operations hereunder; or Agency's performance, non-performance or purported performance of this Agreement; or such other acts or omissions of Agency's instructor(s), range officer(s), officers, employees, agents, subcontractors, guests, invitees, or anyone directly or indirectly employed by the Agency. Agency shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, reasonable attorney's fees, including attorney's fees on appeal, and costs to defend all claims or suits in the name of the Village, when applicable.

Agency agrees to defend all actions in the name of the Village provided, however, that the Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding. All costs and fees associated therewith shall be the responsibility of the Agency under this indemnification provision.

This Agreement shall become effective upon execution by both parties. The term of this Agreement shall be for a twelve (12) month period from the date of execution. The term of this Agreement shall extend for additional twelve (12) month periods unless either party provides thirty (30) days written notice to the other party prior to the expiration of the twelve (12) month term.

The laws of the State of Illinois will govern all legal proceedings arising out of this agreement and jurisdiction shall rest with the Circuit Court of Cook County.

All of the above terms and conditions establish the entire Ag	reement between the Parties. This Agreement may	be		
amended only by written agreement of the Parties.				
By: Agency (signature required)	Ву:	\		

Thomas Tilton

EXHIBIT A ORLAND PARK TRAINING CENTER STANDARD OPERATING PROCEDURES

The objective of the Orland Park Police Department Training Center is to develop law enforcement officers into safe and competent gun handlers. It is the officer's responsibility to conduct'themselves in a mature manner and use common sense in the safe handling procedures with all duty related weapons and or equipment. The following range rules and firearms safety standards will be adhered to by everyone engaged in firearms training while at the facility; an item not clearly understood should be brought to the attention of the Range Officer for further explanation. Infractions of, or disregard for, firearms safety will be dealt with promptly.

The Facility is available solely for use by law enforcement agencies and law enforcement officers currently employed by that agency.

I. SAFETY RULES AND REGULATIONS

- 1. Each time a weapon is picked up for any purpose, point the weapon in safe direction, open the action and make a VISUAL and PHYSICAL inspection to ensure it is unloaded. Consider every weapon as loaded until you have personally proven otherwise. Never turn in or accept a weapon unless the cylinder or action is open.
- 2. Do not leave a loaded weapon unattended.
- 3. When transporting unholstered weapons:
 - a. Semi-Automatic The magazine removed, slide locked to the rear, muzzle pointed down, and the strong hand holding it by the grip.
 - b. Revolver The cylinder will be in the open position with the strong hand holding it by the grip.
 - c. Shotgun The weapon will be carried in a port arms position, muzzle up, with the action open and the safety on.
 - d. Rifle The magazine will be removed, the bolt locked open with the safety on. The weapon will be carried in a port arms position, muzzle up.
- 4. Do not place your fingers within the trigger guard until you are pointing the weapon at the target. This is especially important when drawing the weapon from the holster.
- 5. Do not load a weapon until the command is given.
- 6. The muzzles of all weapons will be pointed downrange when not holstered, and at no time will point a weapon over the top of the targets.
- 7. Do not handle a weapon on the firing line while there is someone down range. Dry firing is allowed only on the firing line under the supervision of the Range Officer.
- 8. No conversations are allowed while on the firing line during a course of instruction or firing drill.
- 9. If you drop a weapon accidentally do not pick it up-let it lay, report it to a Range Officer who will immediately inspect the weapon to ensure that it can function.
- 10. The action of all weapons will be open when being carried to and from the firing line and while in the classroom (or the weapon will be holstered/cased).
- 11. Never bend over to retrieve dropped ammunition/magazines during loading or unloading procedures. You will be permitted to do so after the line has been declared safe. You will then be instructed when to pick up speed loaders, loading strips, magazines or other dropped equipment.
- 12. Holstered weapons will be secured in the holsters except while in the process of drawing a weapon. Do not smoke, eat, or drink on the firing line.
- 13. Do not remove any live ammunition from the range. All unfired rounds will be returned to the Range Officer after the day's firing has been completed, with the exception of that ammunition which has been issued for duty use.
- 14. Anytime you observe an unsafe act which endangers someone, you have the responsibility to call a "CEASE FIRE" and report the incident to Range Officer.
- 15. Any injury sustained during firearms training, regardless of how minor it may seem, will be reported to the Range Officer immediately to assure that proper paperwork regarding the injury is documented.
- 16. For your protection, it is MANDATORY that all students wear eye protection, ear protection, and body armor while engaged in live fire on the range.
- 17. When you are instructed to step up to the firing line remain there unless told to do otherwise.
- 18. Do not turn around on the firing line or look behind you.

* IT. GENERAL RANGE INFORMATION

WEAPONS

- 1. Prior to being used on the firing line, or for any exercise, all weapons will be inspected by the Range Officer.
- 2. All weapons are expected to be clean and in proper working condition prior to being used on the firing line or for any exercise.
- 3. All support equipment will be inspected and will be in proper working condition prior to being used on the firing line or for any exercise.
- 4. It is the responsibility of each individual to provide their own cleaning equipment for the purposes of cleaning their respective weapons at the completion of the training exercise.
- 5. It is the responsibility of each individual to provide proper clothing.

FACILITIES AND EQUIPMENT

- 1. All users and visitors are asked to park their vehicles in the designated parking lot.
- 2. All users and visitors must check in with the Range Officer and sign the daily range log. Observers are only allowed in designated areas must wear eye protection and ear protection.
- 3. Telephones are provided for official calls only.
- 4. First-Aid kits and AED are available at the range.
- 5. Restrooms are provided.
- 6. Eating and drinking are permitted in designated areas only. Push chairs under table when leaving classroom. Do not leave paper, trash or personal belongings on the tables when leaving classroom.
- 7. Range equipment is not to be abused. Any broken equipment should be reported to an instructor immediately.
- 8. Live ammunition/loaded weapons are not to be taken into the classroom. Clearing barrels are to be used to clear all weapons prior to entering the classroom and reporting to a range instructor.
- 9. Only factory loaded ammunition will be allowed during any training exercise for all makes, models and calibers of those weapons that are being utilized. Reloaded, outdated or old ammunition is prohibited.
- 10. All weapons that are currently being utilized by law enforcement agencies are allowed for use. Any exotic type weapons/calibers must be approved by the OPPD Range Officer, prior to being used at the training facility. All tear gas, O.C. gas, or smoke grenades must also be approved prior to being used at the training facility.
- 11. All weapons being utilized for any training exercise must be logged by make, model, serial number and caliber on the daily log in sheet.
- 12. All shooters are responsible for picking up brass after completing the training/firing exercise. Brass buckets will be provided on the range. Range clean up and cleanup of brass should only be done when directed to do so by the Range Officer. Outside agencies are responsible for removing their expended brass when they leave the range.

RULES OF CONDUCT

- 1. No use or possession of alcohol or drugs is permitted either on the site or prior to entry thereto.
- 2. No unsafe acts or horseplay are permitted at any time.
- 3. The driving of vehicles on the range will only be allowed at the direction of the Range Office.
- 4. No one is permitted on to the firing line without being instructed to do so by the Range Officer. Firing of weapons can occur only after the Range Officer declares the range "open" and "commence firing." The Range Officer must declare the range "closed" before entrance on to the firing line is permitted.
- The OPPD Range Officer and/or the Orland Park Chief of Police or designee reserves the right to deny immediate and future access for any individuals who violate the rules of conduct or are otherwise a threat to safety and security.

SCHEDULING RANGE DATES (Contracted Agencies)

- 1. Any agency that holds a current Intergovernmental Agreement for use of the Orland Park Training Center and wishes to reserve training dates must contact the Orland Park Chief of Police's designee.
- 2. Agencies wanting to schedule dates and times for training must reserve those dates two weeks in advance of the actual training.
- 3. Agencies will be billed at the end of the month for their use of the Training Center.