

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) effective as of _____, 2023 is made and entered into by and between the VILLAGE OF ORLAND PARK, an Illinois home rule Municipal Corporation (“Orland Park”) and the VILLAGE OF ORLAND HILLS, Municipal Corporation (“Orland Hills”), (each a “Party” and, collectively, the “Parties.”)

Statement of Facts

- A. For security purposes, Orland Park will install a surveillance camera on an Orland Hills light pole (Pole Number 5R3) located at the southeast corner of 9300 159th Street in Orland Hills.
- B. The Parties desire to enter into this Agreement to clearly set forth and memorialize the responsibilities of each Party to operate and maintain the camera and light pole as well as the sharing of camera footage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the preceding Statement of Facts is accurate and incorporated into this Agreement for all purposes, and further agree as follows:

Section 1: Camera System Maintenance

Orland Park shall, at its expense, install, care for and maintain the surveillance camera system so that, to the extent practicable, the camera system shall be fully operational at all times.

Such care and maintenance shall include repairs and/or replacement of camera system components when necessary to keep the camera system operational.

Section 2: Light Pole Maintenance

Orland Hills shall, at its expense, care for and maintain the Orland Hills light pole supporting the surveillance camera system so that, to the extent practicable, the light pole shall be fully operational at all times. Such care and maintenance shall include repairs and/or replacement of the light pole, and its components when necessary to keep the camera system operational.

Section 3: Sharing Video Footage

Orland Park shall, upon Orland Hills' request through its Police Department, promptly share with Orland Hills the raw video footage from the surveillance camera system.

Section 4: Binding Upon Successors

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

Section 5: Termination

This agreement may be terminated by either Party in its sole discretion upon giving the other Party written notice not less than sixty (60) days prior to the date of termination.

Section 6: Mutual Indemnification –

Both parties shall indemnify, defend, protect, and hold harmless, each other party and its officials, officers, employees, successors and assigns, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, including payment of attorney's fees, to the extent occurring from or arising out of the negligent or intentional acts of the other party or its respective officials, officers, employees, successors and assigns in the performance of this Agreement.

Section 7: Notice

Any notices, requests or communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand; (ii) mailed by United States certified mail, return receipt requested, posted prepaid, or (iii) sent by facsimile, with the original being sent by one of the other permitted means or by regular United States mail, and addressed to each Party at the applicable address set forth herein:

Orland Park

Village of Orland Park
14700 S. Ravinia Avenue

Orland Park, Illinois 60462
Attn: George Koczwara, Village Manager
Telephone: (708) 403-6151

With copies to:

Orland Park Police Department

15100 S. Ravinia Avenue
Orland Park, Illinois 60462
Attn: Chief Eric Rossi
Telephone: (708) 349-4111
Facsimile: (708) 349-8622

Orland Hills:

Village of Orland Hills
16033 S. 94th Avenue
Orland Hills, Illinois 60487
Attn: Brian O'Neill
Telephone: (708)349-6666

With copies to:

Orland Hills Police Department
16039 S. 94th Avenue
Orland Hills, Illinois 60487
Attn: Chief Michael Blaha
Phone: (708) 349-4434
Facsimile: (708) 349-8318

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding (Agreement) to be executed by their duly authorized officers effective as of the date set forth above.

ORLAND PARK:

ORLAND HILLS:

VILLAGE OF ORLAND PARK,

VILLAGE OF ORLAND HILLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____