

MEMORANDUM OF UNDERSTANDING FOR RIGHT TO USE VISUAL IMAGE DATA

This Memorandum of Understanding ("MOU") is entered into by and between ORLAND, L.P., an Illinois limited partnership (hereinafter referred to as "ORLAND"), the VILLAGE OF ORLAND PARK (hereinafter referred to as "VILLAGE"), and the ORLAND JOINT EMERGENCY TELEPHONE SYSTEM BOARD (hereinafter referred to as "BOARD").

RECITALS

WHEREAS, ORLAND owns and operates the Orland Square shopping center located at 288 Orland Square in Orland Park, Illinois 60462; and

WHEREAS, ORLAND operates a system of closed circuit surveillance cameras utilized for its respective business purposes which is located on its respective property; and

WHEREAS, the VILLAGE desires, for the purpose of prosecuting its police powers for public safety, limited access to real-time visual image data collected by ORLAND'S respective surveillance camera system; and

WHEREAS, ORLAND agrees to share this visual image data for the limited purpose of assisting the VILLAGE in enhancing and maintaining public safety; and

WHEREAS, the VILLAGE, the BOARD and ORLAND (collectively, the "Parties") enter into this MOU setting forth the Parties' understanding of certain terms and conditions relating to access and use of the visual image data.

NOW THEREFORE, in consideration of the premises, mutual promises, and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I: DEFINITIONS

- 1.1 "Integration Specifications" means those specifications attached to and incorporated into this MOU as **Exhibit A**, which include the technical specifications necessary to permit the VILLAGE to access the Public Access VID from the Mall Surveillance Systems by connecting to the Orland Park Public Video Integration Center.
- 1.2 "Village Surveillance System" means the systems of surveillance cameras owned and controlled by VILLAGE which enable visual monitoring of the exterior public and non-public areas in the Village of Orland Park.
- 1.3 "Mall Surveillance System" means the systems of surveillance cameras owned and controlled by ORLAND which is located on its respective real property that enables visual monitoring of the public access areas of the shopping center.
- 1.4 "Premises" means the Orland Square shopping center located at 288 Orland Square in Orland Park, Illinois 60462.

1.5 "Public Access VID" means the real-time, visual image data collected by the Mall Surveillance System.

1.6 "Orland Park Public Video Integration Center" means that facility owned and operated by the VILLAGE and responsible for the operation of the Village Surveillance System. After integration, the Orland Park Public Video Integration Center will be the location where the VILLAGE will be able to view the Public Access VID from the Mall Surveillance System.

ARTICLE II: PURPOSE & SCOPE

2.1 Subject to the terms and conditions of this MOU, ORLAND hereby grants to the VILLAGE, its officers, representatives, agents and employees a limited right to access to the Public Access VID, at no charge, with the extent of coverage of such Public Access VID to be mutually agreed upon by ORLAND and the VILLAGE, for the Term of this MOU, and during any future extensions of this MOU, for the purposes specified herein (the "Village Rights"). The VILLAGE acknowledges and agrees that this grant shall be limited to authorized access of Public Access VID solely for public safety purposes.

2.2 VILLAGE may only access recorded data from the Mall Surveillance System upon prior written approval from ORLAND. Timing and scheduling of such access shall be reasonably determined by ORLAND, in its sole and absolute discretion, taking into account any disruption of its business operations, the requested duration and scope of such access, and other similar considerations. Recognizing the public safety purposes of this MOU, ORLAND shall not unreasonably withhold such approval. To the extent permissible by law, VILLAGE shall not publish, broadcast or disseminate in any manner, recorded data from the Mall Surveillance System without ORLAND'S express written consent and the removal of all tradenames and trademarks associated therewith.

III: ACCESS AND USE

3.1 VILLAGE access to the Public Access VID:

- A. ORLAND agrees to maintain recorded Public Access VID pursuant to its respective record retention policy, if any, during which time the VILLAGE may access the Public Access VID.
- B. Nothing contained herein shall be construed to prohibit, prevent or impair ORLAND'S rights to alter, modify, manage, expand, contract or terminate any of the Mall Surveillance System currently in place or in place in the future, at its sole discretion.
- C. ORLAND shall appoint and identify to the VILLAGE at least one (1) representative who has technical knowledge about the Mall Surveillance System and who will serve as its primary point of contact with respect to this MOU. ORLAND will also provide the VILLAGE with an emergency contact protocol and contact person.
- D. The VILLAGE agrees that it will only access the ORLAND internal and external cameras in the public right of way under exigent circumstances, including, but not limited to, active shooter situations, suspicious package situations, robbery situations and other situations implicating the safety of the public and mall customers.

IV: DIVISION OF COSTS & MAINTENANCE

- 4.1 ORLAND and VILLAGE shall each bear the cost of providing and maintaining the infrastructure and support for their respective surveillance systems.
- 4.2 The Parties shall jointly develop the Integration Specifications.
- 4.3 Expenditures by the VILLAGE will be contingent on necessary funding and subject to applicable budgetary processes and the availability of funds pursuant to applicable laws and regulations. Neither the State, nor the VILLAGE, nor any other governmental body is required to appropriate or otherwise allocate funds for such expenditures, and the Parties agree that this MOU shall terminate automatically and without further action of the Parties in case such funds are not available for such purposes.

V: DISCLAIMERS AND LIABILITIES

- 5.1 VILLAGE has no duty to access the Public Access VID nor to service or install any cameras on ORLAND'S behalf nor on the VILLAGE's behalf. The VILLAGE may opt to access the Public Access VID at such times as the VILLAGE wishes, in its sole discretion. ORLAND further acknowledge that the VILLAGE's intent with respect to the Village Rights is solely for public safety purposes. VILLAGE acknowledges that ORLAND retain sole ownership of, sole responsibility for and exclusive control over the Mall Surveillance System.
- 5.2 EXCEPT AS SPECIFICALLY SET FORTH OTHERWISE IN THIS MOU, THE VILLAGE AND ORLAND MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO EITHER THE VILLAGE SURVEILLANCE SYSTEM OR THE MALL SURVEILLANCE SYSTEM, INCLUDING WITHOUT LIMITATION, THOSE OF MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WITHOUT LIMITING THE FOREGOING ARE DISCLAIMED BY THE PARTIES.
- 5.3 This MOU is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and the obligations of the Parties are limited to those expressly set forth in this MOU. Each Party acknowledges that it is not a representative, employee, agent, or partner of any other Party.
- 5.4 Each party shall be responsible for the negligent acts or omissions of their agents and employees in the performance of their respective obligations under this MOU. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity is applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Illinois to be sued by third parties in any matter, whether arising out of this MOU or any other contract.
- 5.5 To the fullest extent permitted by law, no governmental agency providing funding for any or all of the costs of installation or maintenance of any of these systems shall be subject to liability on the basis of such funding.

VI: TERM

Subject to applicable law, the term of this MOU shall be for three (3) years from the date of the execution of the MOU, and will be extended for additional one-year term(s) unless terminated in writing at least thirty (30) days prior to the expiration of any individual term. Either party may terminate this MOU at any time and for any reason or no reason upon not less than thirty (30) days advance written notice.

VII: NO ASSIGNMENT

No Party may assign, subcontract, delegate, or otherwise transfer this MOU without the express written consent of the other Parties.

IX: NOTICES

Notices provided for in this MOU, except for emergency related notices, must be given in writing and may be delivered personally or by the United States mail service, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

FOR BOARD:

Orland Joint Emergency Telephone System Board
Attn: Richard Dalzell
15100 Ravinia Avenue
Orland Park, IL 60451

FOR VILLAGE:

The Village of Orland Park
Klein, Thorpe & Jenkins, Ltd.
Attn: Dennis G. Walsh and Anne M. Skrodzki
15010 Ravinia Avenue
Orland Park, IL 60452

FOR ORLAND:

Orland, L.P.
Attention: Legal Operations
225 West Washington St.
Indianapolis, IN 46204

Changes to these addresses must be in writing and delivered in accordance with the provisions of this Article. Notices delivered by mail are considered received three (3) days after mailing in accordance with this Article. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

X: MISCELLANEOUS

1. This MOU contains the sole and entire agreement between the Parties. The Parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this MOU or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the Parties

acknowledge that they have relied on their own judgment in entering into the same. The Parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

2. No waiver or modification of this MOU or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the Parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising, in any manner, out of this MOU, unless such waiver or modification is in writing and duly executed by the Parties.
- 3 This MOU shall be interpreted and construed in accordance with and governed by the laws of the state of Illinois. The Parties agree and accept that jurisdiction of any controversies or legal issues arising out of this MOU, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the courts having jurisdiction over Cook County, Illinois. The Parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Should the Parties be involved in legal action arising from, or related to, this MOU, the prevailing party will be entitled to recover its attorneys' fees and costs.

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IN WITNESS WHEREOF, this Memorandum of Understanding is entered into on the dates set forth below by the undersigned Parties.

ORLAND, L.P.

By: _____

Its: _____

Date: _____

ORLAND JOINT EMERGENCY TELEPHONE SYSTEM BOARD

By: _____

Its: _____

Date: _____

VILLAGE OF ORLAND PARK

By: _____

Its: _____

Date: _____