

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is executed on the date last written below, by and between the VILLAGE OF ORLAND PARK (the "Village") and the BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT 230 ("the District", and collectively with the Board, the "Parties").

RECITALS

A. The Village is an Illinois home rule municipal corporation;

B. The District is a School District created under the laws of the State of Illinois, and the Parties are authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970, by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and by their respective enabling statutes, to enter into and perform this Agreement.

C. The Parties have agreed to cooperate with each other in making provisions for the installation, operation and maintenance of an outdoor weather warning siren ("Siren"). A description and picture of the Siren are attached hereto as Exhibit A.

D. The District owns a school building known as Carl Sandburg High School, which is located at 13300 S. LaGrange Road, in Orland Park, Illinois (the "School").

E. The Village has requested, and the District has approved, the Village's installation, operation and maintenance of the Siren at a location generally described as near the SW corner of the property just East of the detention area. The exact location of the Siren will be agreed upon by the Parties. ("Siren Location").

NOW THEREFORE, in consideration of these recitals and the terms and conditions of this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement.

2. **Installation and Operation of Siren.** The District hereby grants the Village authorization to install, operate, repair and maintain the Siren at the Siren Location. The District shall give the Village access to the Siren Location during this initial installation and from time to time as reasonably necessary to perform this Agreement. The Village shall operate the Siren to emit emergency weather warnings, in accordance with all applicable federal, state and local laws, and in a manner that does not interfere with the District's school and athletic activities, except as is necessary in the event of an emergency weather condition or event. The Village may modify, supplement, upgrade, and/or replace the Siren as the Village deems necessary throughout the Term. The Village shall be at all times responsible for the installation, repair, maintenance and operation of the Siren under this Agreement at no cost to the District. Upon termination of this Agreement, the Village shall disconnect and remove the Siren from the Siren Location. The Village shall give the District's Superintendent 72 hours prior written

notice before any work is performed on the Siren and shall allow the District's Superintendent or his/her designee the opportunity to be present when said work is being performed. The Village shall promptly repair any damage to the District's property caused by the installation, repair, maintenance, or operation of the equipment by the Village, its agents, employees and invitees. In the event of a lightning strike or Act of God, the Village shall be responsible for the costs of the repair/replacement of its equipment.

3. **Term and Termination.** The term of this Agreement shall commence on the date each Party has signed this Agreement and the signed counterparts have been exchanged and shall remain in effect for twenty-five (25) years. (the "Term"). Either Party may terminate this Agreement at any time, for any reason in the terminating Party's sole discretion, upon one hundred and eighty (180) days prior written notice to the other Party. Furthermore, if either party breaches the terms of this Agreement and fails to cure said breach within thirty (30) days of receipt of a written notice of breach, then this Agreement shall terminate immediately thereafter. .

4. **Indemnity.** Each Party shall indemnify, defend, and hold harmless the other Party from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses, including reasonable attorney's fees and court costs, which are incurred by the other Party, but only to the extent arising from the indemnifying Party's negligent or intentional act or omission, or from the indemnifying Party's breach of this Agreement. The obligations contained in this Section shall not apply to the extent the indemnifying Party has tort immunity for the underlying claim.

5. **No Third Party Beneficiary.** This Agreement is not intended to confer any right upon any third party who is not a Party to this Agreement.

6. **No Assignment or Delegation.** Each Party represents and warrants that it has not and will not assign any rights or delegate any duties arising from this Agreement.

7. **Advice of Counsel and Understanding of Agreement.** The Parties each understand their right to discuss all aspects of this Agreement with their legal counsel, and have done so if desired. The Parties acknowledge that they have carefully read and fully understand all provisions of this Agreement.

8. **Choice of Law.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Venue for any dispute arising under this Agreement shall be in Cook County, Illinois.

9. **Binding Effect and Interpretation.** The Parties intend this Agreement to be legally binding. This Agreement shall bind and inure to the benefit of the Parties and their legal representatives, successors and assigns. The provisions of this Agreement are severable and no provision shall be affected by the invalidity of any other provision. This Agreement has been jointly drafted by the Parties, and in the event any court determines any provision of this Agreement to be ambiguous, the ambiguity shall not be construed against either Party.

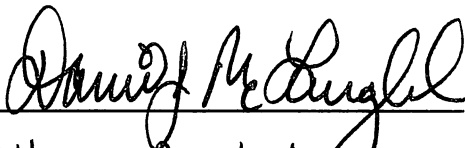
10. **Execution in Counterparts.** This Agreement may be executed in counterparts. When both counterparts have been executed by both Parties and exchanged with the other Party, electronically or in hardcopy, this Agreement shall be deemed fully-executed and binding as if both Parties had signed and exchanged the same originals.

11. **Integration.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements between the Parties, both oral and written, concerning any subject matter referenced in this Agreement. This Agreement may only be modified or cancelled by a subsequent writing executed by both Parties.

12. **Authority to Execute.** Each of the undersigned signatories represents in his/her individual capacity that he/she has actual authority to execute this Agreement on behalf of the Party represented.

Executed on the date last written below, by and between:

VILLAGE OF ORLAND PARK

By: 
Title: Village President
Date: _____

**THE BOARD OF EDUCATION
CONSOLIDATED HIGH SCHOOL
DISTRICT 230**

By: 
Title: President
Date: _____

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