

Contracts and Agreements Cover Page

Year: 2009

Legistar File ID #: 2009-0093

Multi Year:

Amount: \$10.00

Contract Type: Intergovernmental Agreement

Contractor's Name: Orland Fire Protection District

Contractor AKA:

Start Date: 2-16-09

End Date: n/a

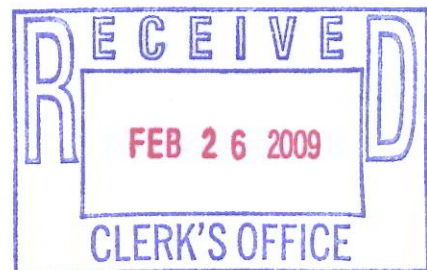
Renewal Date: n/a

Department: Village Manager

Department Contact:

Contract Description: IGA between VOP and OFPD to place an antennae on top of our water tower at 14605 88th Avenue

Notes:



THIS DOCUMENT PREPARED BY:
E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Chicago, Illinois 60462-5353

For Recorder's Use Only

ELEVATED TANK #4
RADIO INSTALLATION INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated the 16th day of February, 2009, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (the "VILLAGE") and THE ORLAND FIRE PROTECTION DISTRICT, Cook County, Illinois (the "DISTRICT").

WITNESSETH:

WHEREAS, the parties hereto are units of Local Government and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, Chapter 5, Illinois Compiled Statutes, Act 220, Section 1, et seq. entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, the VILLAGE is the owner of certain real estate located at approximately 14605 88th Avenue, Orland Park, Illinois, (PIN: 27-11-100-016-0000) including an elevated water storage tank (#4) (the "TOWER"); and

WHEREAS, the DISTRICT desires to install antennas and radio equipment on top of and inside the TOWER for purposes of communication and desires to enter the TOWER for construction and maintenance related activities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration paid by the DISTRICT to the VILLAGE, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. PERMITTED USE. The TOWER may be used by the DISTRICT for the purpose of transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related equipment and/or cabinets, antennas, microwave dishes and related activities, and no other purpose whatsoever.

2. INTERFERENCE. DISTRICT shall not use the TOWER in any way, which interferes with the use of the TOWER by the VILLAGE, or lessees or licensees of the VILLAGE, with rights in the TOWER prior in time to DISTRICT'S (subject to DISTRICT'S rights under this Agreement, including without limitation, non-interference). DISTRICT'S radio communication activities on the TOWER shall not in any way interfere with the VILLAGE'S public services and public safety radio transmissions and communications. Similarly, except for normal repairs, maintenance and improvements to be performed by the VILLAGE as well as other work on or improvements to the tower the Village deems necessary and appropriate, the VILLAGE, its lessees, licensees, employees, invitees or agents shall use reasonable care to avoid

use of, any portion of the TOWER in any way which interferes with the operations of the DISTRICT.

3. IMPROVEMENTS; UTILITIES; ACCESS.

(a) Upon prior review and written approval of the VILLAGE,

- (i) DISTRICT shall have the right, at its expense, to erect and maintain on the TOWER, improvements and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment and/or cabinets and related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be and remain under the sole control of the DISTRICT. DISTRICT shall have the right upon review and written approval of the VILLAGE to replace or enhance the Antenna Facilities at any time during the term of this Agreement. DISTRICT shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of the DISTRICT. DISTRICT shall have the right to remove the Antenna Facilities at any time during and upon termination of this Agreement, subject to any of the VILLAGE'S lien rights.
- (ii) DISTRICT, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, except to the extent deemed necessary by the VILLAGE for VILLAGE purposes.
- (iii) Any contractors performing work for DISTRICT on the TOWER shall be licensed and bonded and shall apply for and obtain all required permits.
- (iv) DISTRICT, at its expense, shall be responsible to temporarily remove Antenna Facilities that interfere with the VILLAGE'S repair and/or scheduled maintenance of the TOWER.

(b) DISTRICT shall, at DISTRICT'S expense, keep and maintain the Antenna Facilities now or hereafter located on the TOWER in commercially reasonable condition and repair during the term of this Agreement, normal wear and tear and casualty excepted. Upon termination or expiration of this Agreement, the TOWER shall be returned to VILLAGE in good, usable condition, normal wear and tear excepted.

(c) The VILLAGE will allow the use of no more than one (1) twenty amp electric circuit from the existing electric panel. Any additional power required by the DISTRICT shall be installed and separately metered by the DISTRICT at its sole cost and expense. DISTRICT shall have the right to install necessary conduit from the electric panel to the point of connection within the TOWER. Alternately, the DISTRICT shall have the right to install utilities, at such location(s) approved in advance by the VILLAGE, at the DISTRICT'S expense, and to improve the present utilities serving the TOWER. VILLAGE agrees to use reasonable efforts in assisting DISTRICT to acquire necessary utility service. The VILLAGE shall diligently correct any variation, interruption or failure of the VILLAGE'S municipal utility service.

(d) DISTRICT shall have 24-hours-a-day, 7-days-a-week access to the TOWER during the term of this Agreement. Between the hours of 7:30 a.m. and 5:00 p.m. – Monday through Friday and 7:30 a.m. and 4:00 p.m. on Saturday, a key is available to be obtained from the VILLAGE Public Works Facility located at 15655 Ravinia Avenue. At all other times, the key should be obtained from the VILLAGE Police Department at 15100 Ravinia Avenue. The key should be returned as soon as reasonably possible to the location from where it was obtained. When picking up the key, proper identification must be presented. If a subcontractor will require access, prior notification must be received from the DISTRICT. Upon completion of work or when leaving the TOWER, all doors and hatches must be secured.

4. RESTORATION. The TOWER shall be restored by the DISTRICT to its original condition upon completion of construction or maintenance.

5. INSURANCE AND SUBROGATION.

(a) The DISTRICT will provide Commercial General Liability Insurance in an aggregate amount of not less than Two Million and no/100 Dollars (\$2,000,000.00). The

DISTRICT may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance the DISTRICT may maintain. Such policy or policies of insurance shall be with a company or companies acceptable to the VILLAGE and shall provide primary coverage in the event of any claim or loss. Copies of all such endorsements and policies shall be provided to the VILLAGE for examination and approval.

(b) To the extent permitted by the insurance carriers affected, VILLAGE and DISTRICT hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

6. INDEMNIFICATION/HOLD HARMLESS. In consideration for the VILLAGE'S agreement to permit the DISTRICT to use the TOWER as contemplated by this Agreement, the DISTRICT agrees as follows:

A. The DISTRICT shall indemnify and hold the VILLAGE, its officers, Board of Trustees, servants, employees, agents and successors and assigns both in their individual and official capacities (collectively, "VILLAGE Affiliates") harmless from any and all liability that may be incurred by damage or repair to utilities caused by the acts of the DISTRICT and/or consultant, its employees, servants, subcontractors and agents in the course of its use of the TOWER.

B. The DISTRICT, its successors and assigns shall defend, indemnify and hold harmless the VILLAGE and the VILLAGE Affiliates and each of them, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages, and claims, and all

costs and expenses, including, but not limited to, attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws (including the common law), statutes, ordinances, rules, regulations and other requirements relating to or which the VILLAGE and/or the VILLAGE Affiliates may incur as a result of lawsuits, administrative proceedings and disputes of any description arising from the DISTRICT'S use hereunder, including, but not limited to, any Losses incurred which are based on tort law, wrongful death, and/or a personal injury claim, suit or action.

C. The DISTRICT and its successors and assigns hereby agree to release, waive, covenant not to sue and forever discharge the VILLAGE and the VILLAGE Affiliates, and each of them, for any claim, suit, or action, which the DISTRICT, its contractors, agents or employees have, or may have, arising as a result of any use of the TOWER conducted by its contractors, agents or employees at or on the TOWER or related VILLAGE property.

D. The DISTRICT shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that the VILLAGE or any of the VILLAGE Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the VILLAGE and/or any of the VILLAGE Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by the DISTRICT pursuant to the indemnification provisions herein. The VILLAGE and/or VILLAGE Affiliates agree to vigorously defend any and all suits arising out of the matters to be indemnified under this Agreement brought against them and to assert the reasonable defenses available to the VILLAGE and/or VILLAGE Affiliates under statutory law

and/or common law with the intended purpose of dismissal of any such suit as quickly and efficiently as possible.

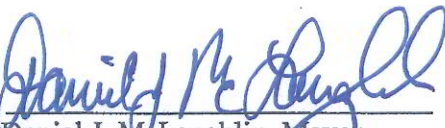
IN WITNESS WHEREOF the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same.

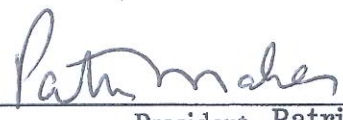
VILLAGE:

The Village of Orland Park,
Cook and Will Counties, Illinois

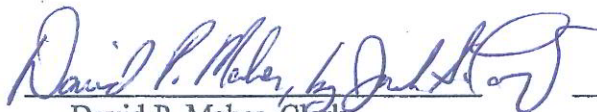
DISTRICT:

The Orland Fire Protection District
Cook County, Illinois

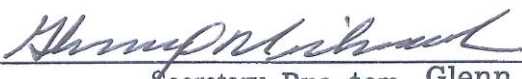
By: 
Daniel J. McLaughlin, Mayor

By: 
President Patrick Maher

Attest:


David P. Maher, Clerk

Attest:


Secretary Pro-tem Glenn Michalek

ACKNOWLEDGMENTS

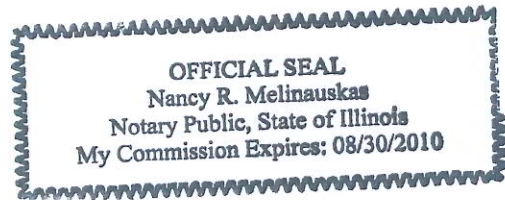
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the VILLAGE of Orland Park, and DAVID P. MAHER, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 16th day of February, 2009.

Commission expires 8-30-2010

Nancy A. Melinaushe
Notary Public



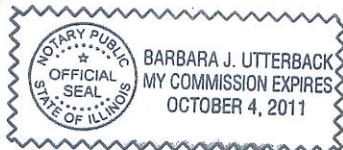
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Patrick Maher, personally known to me to be the President of the Orland Fire Protection District, Cook County, ~~Illinois~~ ^{PROTEM} and Glenn Michalek personally known to me to be the Secretary of said Fire Protection District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said Fire Protection District to be affixed thereto, pursuant to authority given by the Board of Trustees of said Fire Protection District, as their free and voluntary act, and as the free and voluntary act and deed of said Board of The Orland Fire Protection District, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18th day of February, 2009.

Commission expires 10-4-11.

Barbara J. Utterback
Notary Public



THIS DOCUMENT PREPARED BY:
E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Chicago, Illinois 60462-5353

To
Pete

2/17/09 - Sent 2 Agreements
Joe signed - sealed

Signs needed:
On Monday's date
Mayan
Dove

Notarize pg 8

Return to Pete
who will get to
Fire District

ELEVATED TANK #4
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