

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND
PARK AND THE VILLAGE OF ORLAND HILLS PROVIDING FOR POLICE
DISPATCHING AND PRISONER DETENTION SERVICES**

WHEREAS, the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation, and the VILLAGE OF ORLAND HILLS, Cook County, Illinois, an Illinois municipal corporation, have each determined that it is mutually beneficial to both municipalities that centralized police dispatching and prisoner detention services as previously established be continued for an additional four (4) years under the following described terms and conditions; and

WHEREAS, centralized police dispatching and prisoner detention services as herein established can efficiently and economically serve the needs of both Villages; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE COVENANTS AND AGREEMENTS HEREIN SET FORTH, IT IS HEREBY AGREED by and between the VILLAGE OF ORLAND PARK and the VILLAGE OF ORLAND HILLS as follows:

The above Preambles shall be incorporated in and constitute a part of this Agreement.

1. This Agreement shall be for a term commencing on October 1, 2011, and extending through September 30, 2015, unless sooner terminated as hereinafter provided.

2. The VILLAGE OF ORLAND PARK (hereinafter "ORLAND PARK") shall provide police dispatching and prisoner detention services for the VILLAGE OF ORLAND HILLS (hereinafter "ORLAND HILLS") under the following terms and conditions:

(1) On a twenty-four hour a day basis for each and every day of this Agreement, ORLAND PARK shall:

(a) Provide police dispatching services for the ORLAND HILLS Police Department;

(b) Answer one (1) ORLAND HILLS Police Private line for the walk-up telephone located at the ORLAND HILLS Police Department;

(c) Make available a prisoner detention facility within the ORLAND PARK Police Department; and

(d) Make available a police Matron to facilitate detention of females by ORLAND HILLS Police Department within the ORLAND PARK Police Department detention facility.

(2) In addition, ORLAND PARK shall supply entry and forwarding of L.E.A.D.S. data, excluding Uniform Crime Reporting.

(3) In consideration of the foregoing, ORLAND HILLS shall:

(a) Continue to transfer its total monthly 911 telephone surcharge to ORLAND PARK;

(b) Pay ORLAND PARK for said services in the following manner:

- (i) For the twelve (12) month period commencing October 1, 2011, and extending through September 30, 2012, the sum of \$226,251.00 in twelve (12) equal monthly payments of \$18,854.00, plus ORLAND HILLS' share of 911 funds.
- (ii) For the period of this Agreement commencing October 1, 2011, and each year thereafter through the term of this Agreement, ORLAND HILLS shall pay ORLAND PARK the amounts (and in the manner) set forth in subparagraph (i), above, increased by the percentage salary increase received by ORLAND PARK's Telecommunications Officers effective on May 1 of each contract year per their AFSCME contractual agreement; plus ORLAND HILLS' share of annual TCO step increases.
- (c) Furnish at its cost all telephonic charges required to implement and maintain the services under this Agreement.
- (d) Supply at its cost all other equipment necessary to cause the aforesaid circuit to be compatible with ORLAND PARK'S existing dispatching equipment.
- (e) Pay monthly billings for the aforementioned telephone circuits which shall be billed directly to ORLAND HILLS.
- (f) At its cost, cause its officers to participate in training classes and require its officers to comply with all ORLAND PARK Dispatch Procedures and Rules and Regulations concerning the operation of the ORLAND PARK Police Department.

- (g) Require that all prisoners lodged by its officers in the ORLAND PARK Police Department detention facility be processed by ORLAND HILLS Officers in compliance with all standards established by the Illinois Department of Corrections and ORLAND PARK Police Department's General and Special Orders.
- (h) Secure and maintain the appropriate approvals from the F.C.C. and shall list ORLAND PARK as the dispatching location.
- (i) Obtain and maintain any and all other approvals from any law enforcement jurisdiction or agencies, public or private, which may be necessary for the performance of this Agreement.

3. This Agreement may be amended or changed only by the mutual written agreement of the parties hereto.

4. This Agreement shall continue in effect for the specified term ending at midnight, September 30, 2015, provided, however, that either party to this Agreement may terminate this Agreement upon ninety (90) days' prior written notice to the other party by Certified Mail, return receipt requested. The 90-day period may be extended by mutual written agreement of the parties. Service shall be considered as having occurred upon the notice's deposit with the United States Postal Service, proper postage prepaid. Said notice shall be served at the following addresses:

For notice to ORLAND PARK:

Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

For notice to ORLAND HILLS:

Village Administrator
Village of Orland Hills
16033 South 94th Avenue
Orland Hills, Illinois 60477-4623

5. This Agreement may be extended only by the mutual written Agreement of the parties hereto.

6. ORLAND PARK agrees to use its best effort to transmit messages to ORLAND HILLS, but shall not be responsible for failure to transmit said messages due to damage to its equipment caused by acts of sabotage, vandalism or natural disaster or because demand for its services due to emergency calls related to other governmental agencies. ORLAND HILLS recognizes and acknowledges that said ORLAND PARK Communications Center will be performing the same or similar services as herein described for ORLAND PARK and for other governmental agencies and ORLAND PARK alone will make the determination as to priority of emergency matters. However, the determination of the priority of emergency matters shall not be done in an arbitrary or capricious manner.

7. A. ORLAND HILLS hereby agrees at its sole cost and expense, to unconditionally indemnify, defend, and hold ORLAND PARK and/or its trustees, officers, employees and agents (whether sued in their official or individual capacity) harmless against any loss, liability, damage (whether direct or consequential), expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' and experts' fees and disbursements and court costs (collectively, the "Liabilities"), in any way arising out of or in consequence of this Agreement, or any other Liabilities which may be incurred by or asserted against ORLAND PARK and/or its trustees, officers,

employees and agents directly or indirectly resulting from ORLAND HILLS' presence on or use of ORLAND PARK'S property, equipment and facilities and/or the services to be provided by ORLAND PARK as set forth in Paragraph 3 above.

ORLAND HILLS shall assume the expense of defending all suits, claims, administrative proceedings and disputes of any description and kind with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that ORLAND PARK and/or its trustees, officers, employees and/or agents are named as (a) defendant(s) in any lawsuit, proceeding or claim arising out of the matters to be indemnified under this Agreement, and to the extent that insurance company(ies) for ORLAND HILLS (on whose policies ORLAND PARK will be named as additional insured as set forth in subparagraph 8C below) does not provide ORLAND PARK and/or its trustees, officers, employees and/or agents with a complete defense to all the claims made or Counts asserted, or if the insurance company(ies) defend(s) ORLAND PARK and/or its trustees, officers, employees and/or agents under a reservation of rights or otherwise places a limitation on its coverage for ORLAND PARK and/or its trustees, officers, employees and/or agents, or if a claim is made for more than the policy limits, then ORLAND PARK and/or its trustees, officers, employees and/or agents shall also have the right to participate in the defense of the lawsuit, proceeding or claim and 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 ORLAND HILLS pursuant to the indemnification provisions herein. ORLAND HILLS shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, ORLAND PARK, at its sole discretion, may proceed to file suit against ORLAND HILLS to compel such payment. ORLAND HILLS also agrees that it will not settle or compromise such action, suit or proceeding without ORLAND PARK's prior written consent, which consent shall not be unreasonably withheld.

The obligations of ORLAND HILLS under this Paragraph 8 shall remain in full force and shall not be impaired by the expiration or termination of this Agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding (whether instituted by either Village) in any way relating to this Agreement and the indemnification described herein, or to enforce the indemnification described herein, or to enforce the indemnification or obligations hereunder, ORLAND PARK shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all Liabilities arising from such service shall be payable by ORLAND HILLS within 30 days of demand.

Notwithstanding the foregoing, nothing in this paragraph or Agreement should be construed as an effort on or by ORLAND PARK and/or its trustees,

officers, employees and/or agents to be indemnified for liability to the extent not permitted by law.

- B. ORLAND HILLS agrees to waive all claims against ORLAND PARK and/or its trustees, officers, employees and/or agents, for any loss, damage, injury or occurrence in any way arising out of or in consequence of this Agreement, including but not limited to any claim for Contributions under 740 ILCS 100/0.01, et seq.
- C. ORLAND HILLS, at its cost, shall provide and maintain during the term hereof general liability insurance, personal injury and property damage insurance in the amount of not less than ONE MILLION (\$1,000,000) DOLLARS with insurance companies acceptable to ORLAND PARK. Certificates evidencing such insurance shall be deposited with ORLAND PARK. Also, ORLAND PARK and/or its trustees, officers, employees and/or agents shall be named as additional insureds on all of ORLAND HILLS' insurance policies, basic and umbrella, covering potential risks and Liabilities arising from this Agreement even though said policies may exceed the ONE MILLION (\$1,000,000) DOLLAR minimum coverage required above. It is not the intent of this requirement that ORLAND HILLS obtain insurance in excess of ONE MILLION (\$1,000,000) DOLLARS, but it is the intent to provide ORLAND PARK and/or its trustees, officers, employees and/or agents with the excess coverage in the event ORLAND HILLS has the excess coverage. ORLAND PARK shall be provided with a Certificate(s) of Insurance indicating the foregoing coverages, including any umbrella coverage when applicable.

D. ORLAND HILLS promises to hold ORLAND PARK and/or its trustees, officers, employees and/or agents, harmless on account of any loss, claim, liability or damages, including attorneys' fees, that may allegedly occur as a result of the death or bodily injury to persons or damaged property during the performance or resulting from the performance of this Agreement; and ORLAND HILLS assumes all liability for damages to persons or property due to accidents or otherwise by reason of the obligations undertaken by ORLAND PARK under this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority vested in each municipal corporation according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities respectively, have hereunto caused this Agreement to be signed by its duly authorized officers and the corporate seals to be properly affixed thereto.

DATED this ____ day of _____, 2011.

VILLAGE OF ORLAND PARK

By: _____

Village President

ATTEST:

Village Clerk

VILLAGE OF ORLAND HILLS

By: _____

Village President

ATTEST:

Village Clerk