

MONITORING WELL/WATER WELL NO. 11

INTERGOVERNMENTAL TERMINABLE LICENSE AGREEMENT

THIS AGREEMENT entered into by and between the VILLAGE OF ORLAND PARK ("Orland Park"), an Illinois home rule municipal corporation and THE BOARD OF TRUSTEES of the UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois ("University").

WITNESSETH:

WHEREAS, the parties are State agencies, municipalities, units of local government or agencies of units of local government as provided in the 1970 Illinois Constitution (Article VII); and

WHEREAS, the 1970 Illinois Constitution (Article VII, Section 10), and the Illinois Compiled Statutes, 2018, Chapter 5, Section 220/1 et seq., provide authority for intergovernmental cooperation; and

WHEREAS, Orland Park has not utilized Orland Park Water Well No. 11, located at approximately 13600 Cherry Lane, Orland Park, as a potable drinking source since 1979 and is willing to allow the University to use as an observation well, said Water Well No. 11, which is depicted on the aerial photograph attached hereto at Exhibit A; and

WHEREAS, Orland Park will work with the University, at the University's sole cost, expense and liability, to install certain equipment within the well (along with associated control cabinetry next to the well or within the existing nearby well house) for the purpose of monitoring the deep sandstone aquifer; and

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, Orland Park and the University agree as follows:

1. **Recitals**: The recitals hereinabove made are incorporated herein by reference.
2. **License to University**: Effective upon the written notice of the Public Works Director for Orland Park, the University is granted a license to use the abandoned well shaft of Water Well No. 11 as a deep aquifer monitoring well for its sole use. Orland Park grants University reasonable access to Water Well No. 11 for the purposes of installation, maintenance and repair of the University's monitoring equipment. All work to be performed by the University pursuant to this Agreement shall be at the sole cost, expense and liability of the University, and the University hereby agrees to fully indemnify and hold Orland Park and its officers,

employees, agents and contractors harmless from any liability, claim, suit, or loss, including reasonable attorney's fees and costs of defense, resulting in property damage, personal injury or death arising out of the University's activities pursuant to this Agreement.

3. **Liability.** Neither party to this Agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
4. **Insurance.** University covenants and agrees to furnish Orland Park with a certificate of insurance naming Orland Park as additional insured and evidencing insurance in the following amounts: Comprehensive General Liability for Bodily Injury, Personal Injury and Property Damage: \$100,000 per occurrence; \$500,000 annual aggregate. The insurance required pursuant to this Agreement shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Orland Park. There shall be no endorsement or modification of this insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to Orland Park.
5. **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.
6. **Termination:** This Agreement shall be terminated when either of the parties agrees to withdraw and to terminate this Agreement. Withdrawal by an individual party shall be by ordinance or other written direction indicating the party's determination to withdraw and delivered to the other party by certified mail, return receipt requested. The effective date of a withdrawal of an individual party shall become effective 90 days after receipt of the notice to the other party. The University shall remain liable under the provisions of paragraphs 2 and 3, above, following termination of this Agreement.
7. **Severability:** If any provision of this Agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid position.

8. **Effective Date:** This Agreement shall be effective upon execution by both parties.

9. **Governing Law:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois.

IN WITNESS WHEREOF, the undersigned governmental unit has caused this Agreement to be duly executed and attached herewith is a copy of the ordinance authorizing the signing official to execute this Agreement.

VILLAGE OF ORLAND PARK

By: [Signature]
Village President

Date: 10-15-18

Attest: [Signature]
Village Clerk

BOARD OF TRUSTEES

Of the University of Illinois

By: [Signature]
Comptroller

Date: 10/26/18

Bruce Walden, Senior Director of
Real Estate Services

2018.10.26 15:38:56 -05'00'

Exhibit A (Aerial Photograph of 135th Street Well No. 11)

Exhibit A: Arial view of Orland Park Well No. 11

