

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made and entered into this _____ day of _____, 2014 (the "Effective Date"), by and between the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation (the "Village") and Orland Township, Cook County, Illinois, an Illinois incorporated township (the "Township"). (For convenience, the Village and the Township may be referred to individually as a "Party" and collectively as the "Parties.")

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, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise powers, privileges, functions, or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Township's Health Services Department stores various types of vaccines (the "Vaccines") at the Township's facility located at 14807 South Ravinia Avenue, Orland Park, Illinois ("Township Hall"); and

WHEREAS, pursuant to the Illinois Department of Public Health's Vaccine Transportation Guidelines (the "Guidelines") and the Center for Disease Control's Vaccine Handling and Storage Toolkit (the "Toolkit"), the Township desires to implement a plan to protect the Vaccine inventory and to minimize any monetary loss in the event of an Emergency (as defined herein) at Township Hall; and

WHEREAS, the Village's Police Department facility located at 15100 South Ravinia Avenue, Orland Park, Illinois ("Police Department") has a back-up power generator and is easily accessible from Township Hall; and

WHEREAS, the Village and the Township have agreed that in the event of an Emergency that may threaten the safety and/or viability of the Vaccines, the same shall be transported to and from the Police Department for temporary storage in the manner and to the extent provided for herein; and

WHEREAS, the Village and the Township hereby determine that it is in their best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, IT IS AGREED AS FOLLOWS:

1. **Recitals.** The abovementioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true, and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **Emergency Defined.** As used herein, “Emergency” means a situation which may compromise Vaccine storage conditions at the Township Hall including, without limitation, equipment failure, power outage, or natural disaster.
3. **Temporary Relocation of Vaccines.** The Village hereby agrees to cooperate and coordinate with the Township in order to provide for the temporary acceptance, storage, relocation, and other protection of the Vaccines at the Police Department, as is deemed necessary by the Township, in the event of an Emergency. The Village represents that Police Department is equipped with a back-up generator that allows for continued electricity during an Emergency. The Township, in its sole discretion, shall determine whether or not an Emergency exists under this Agreement. In the event of an Emergency, the following procedures shall generally be followed:
 - A. The Township Health Services Coordinator (the “Coordinator”), or his or her designee, shall contact the Village’s emergency contact identified in Section 6 of this Agreement, to initiate the Emergency plan outlined herein.
 - B. The Township will transport the Vaccines to the Police Department.
 - C. The Village will receive and store the Vaccines in the space at Police Department designated by the Village, at temperatures specified for each Vaccine by the Township, until the Coordinator, or his or her designee, determines that the Emergency no longer exists.
 - D. Once the Coordinator, or his or her designee, determines that the Emergency no longer exists, the Township shall arrange for the transportation of the Vaccines back to Township Hall, and shall coordinate with the Village regarding the same.
 - E. The Village will, if called upon to store the Vaccines, use its best efforts to the extent of its equipment capabilities to store the Vaccines at the required temperature, but the Village cannot be responsible for the protection of the Township’s Vaccine inventory.
 - F. In the event that an Emergency occurs that compromises Vaccine storage conditions at the Police Department, the Village shall immediately notify the Coordinator and shall reasonably cooperate with the Township to allow for the Township’s transport of the Vaccines to another location.

4. **Property Rights.** At all times during the duration of this Agreement, the Vaccines shall remain the personal property of the Township.
5. **Costs.** The Township shall be solely responsible for the arrangement of, and any and all costs and fees associated with, the transportation of the Vaccines as described herein. The Village shall provide the appropriate temporary storage facilities for the Vaccines at the Police Department and shall be responsible for any electricity costs associated therein.
6. **Emergency Contacts.** The following individual of each Party shall be contacted, in the event of an Emergency. Either Party may change its emergency contact by providing notice of such change to the other Party.

A. VILLAGE EMERGENCY CONTACT

Police Chief Timothy J. McCarthy
Work Phone: 708-349-4111
Email: tjmccarthy@orlandpark.org
Mobile Phone:

B. TOWNSHIP EMERGENCY CONTACT

Caitlin McElroy – Health Services Director
Work Phone: (708) 403-4222
Email: caitlinm@orlandtwp.org
Mobile Phone:

7. **Mutual Release and Waiver.** The Parties for their selves and for their legal representatives, successors, and assigns do hereby waive, release, hold harmless, and discharge the other Party, individually and collectively, its officials, officers, agents, employees, attorneys, representatives, and contractors from any and all claims, demands, and causes of action that the Party has or may have or that might subsequently occur to the Party arising out of or connected, directly or indirectly, from entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, in whole or in part, and any injury, damage, loss, or cost incurred, suffered, or claimed by any party as a result of or in consequence thereof. This mutual release shall not include the release of any claims, costs, losses, or damages caused by a Party or its officials, officers, agents, employees, attorneys, representatives, and contractors that was due to the neglect or willful and wanton misconduct of the same.
8. **Cooperation.** The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions, and objectives of this Agreement and to comply with the Guidelines and the Toolkit as the Township or other jurisdictional entity or department deems necessary. It is the intent of the Parties,

as reflected by the terms of this Agreement, to ensure compliance and fulfillment with the terms and provisions of this Agreement as may be necessary to give effect to the objectives of this Agreement.

9. **Term.** This Agreement shall commence on the Effective Date and continue for a period of one (1) year thereafter. This Agreement shall automatically renew for an additional one (1) year unless either Party gives written notice of its intent not to renew to the other Party at least sixty (60) days prior to the Agreement's expiration date. Notwithstanding the foregoing, either party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon sixty (60) days written notice to the other Party.
10. **Notices:** Any notice, request, demand, or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Township:

Orland Township
Attn: Executive Administrator
14807 South Ravinia Avenue
Orland Park, Illinois 60462
Fax: _____

If to the Village:

Village of Orland Park
Attn: Village Manager
14700 Ravinia Avenue
Orland Park, Illinois 60462
Fax: _____

11. **Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

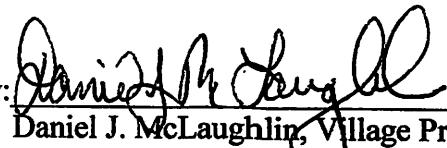
12. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the authorized representatives of each Party.
13. **Modification and Waiver.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not expressly set forth in this Agreement.
14. **Headings.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge, or limit any term of this Agreement.
15. **Counterparts.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

[Signature page follows.]

IN WITNESS WHEREOF, the Village of Orland Park and Orland Township have caused this Agreement to be executed by their duly designated officers as of the Effective Date.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By:


Daniel J. McLaughlin, Village President

Attest:

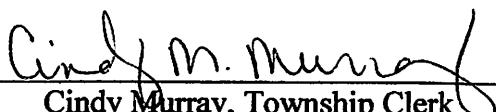

John C. Mehalek, Village Clerk

ORLAND TOWNSHIP,
an Illinois incorporated township

By:


Paul O'Grady, Township Supervisor

Attest:


Cindy Murray, Township Clerk