

## AGREEMENT CONCERNING DIGITAL MAP INFORMATION

THIS AGREEMENT, is entered into this November 10th 2011, between (hereinafter referred to as ("South Suburban Mayors and Managers Association")) and the Village of Orland Park (hereinafter referred to as ("Village."))

WHEREAS, the Village has developed certain digital map information concerning certain real property located within the Village, which property is the subject of the South Suburban Mayors and Managers Association's work for the Village (hereinafter referred to as "Data"); and

WHEREAS, the South Suburban Mayors and Managers Association has entered into an agreement with the Village for a certain project (hereinafter referred to as "Work") and would benefit from the use of the Data in the performance of the Work.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties hereto agree as follows:

1. The Village shall supply the South Suburban Mayors and Managers Association with a digital copy of the Data subject to the following conditions
  - a. The Data provided by the Village is limited to the scope of the Work which the South Suburban Mayors and Managers Association is to provide for the Village and the South Suburban Mayors and Managers Association shall limit its use of the Data to its intended purpose of furtherance of the Work;
  - b. The South Suburban Mayors and Managers Association acknowledges hereby that:
    - i. The Data constitutes proprietary materials and trade secrets of the Village and will remain the property of the Village; and
    - ii. The South Suburban Mayors and Managers Association will not provide or make available the Data in any form to persons other than the South Suburban Mayors and Managers Association's employees, for purposes specifically related to the South Suburban Mayors and Managers Association's authorized use of the Data, without the prior written consent of the Village. South Suburban Mayors and Managers Association is to have all such 3rd parties agree in writing to comply with this agreement and keep the data confidential.
    - iii. The South Suburban Mayors and Managers Association will return to the Village all data, materials produced therefrom, etc. upon termination of the agreement or upon completion of the work, or for any other reason.

c. At the request of the Village, the South Suburban Mayors and Managers Association shall supply the Village with any and all information which may have been developed by it based the Data, in a form consistent with Village facilities.

2. The Village makes no guarantee as to the accuracy, completeness, or suitability of the Data in regard to the South Suburban Mayors and Managers Association's intended use thereof.

3. The term "Data" as used herein shall mean any code or sequence of code characters readable by computers.

4. The South Suburban Mayors and Managers Association shall indemnify and hold harmless the Village, its officials, officers, independent South Suburban Mayors and Managers Associations, agents, employees, successors and assigns from and against any loss, damage, cause of action, fine or judgement, including all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses incident thereto) which may arise out of or in connection with the South Suburban Mayors and Managers Association's negligent acts, errors, or omissions in performances of professional services in connection with this Agreement or the use of the Data.

5. This Agreement shall remain in full force from and after its Village execution and until such time as the Work has been completed to the satisfaction of the Village, at which time the South Suburban Mayors and Managers Association shall cease its use of the Data for any purpose whatsoever. An authorized representative of the Village, upon request, shall be afforded sufficient access to the South Suburban Mayors and Managers Association's premises and data processing equipment to verify that all use of the Data has been discontinued.

6. Notwithstanding anything to the contrary contained hereinabove, the Village may terminate this Agreement upon notice, effective immediately, in the event the South Suburban Mayors and Managers Association fails to comply with any of the terms and conditions of the agreement as now provided, or with notice at any time and for any reason.

7. All notices that are required hereunder, or which either the Village or South Suburban Mayors and Managers Association may desire to serve upon the other Party, shall be in writing, and shall be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:

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

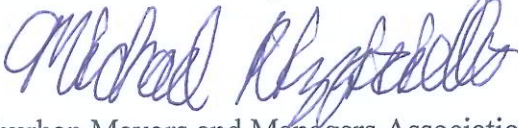
If to the South Suburban Mayors and Managers Association:

Mr. Mike Rizzitiello-Director of Information Services  
South Suburban Mayors and Managers Association  
1904 W. 174<sup>th</sup> Street  
East Hazel Crest, Illinois, 60429

8 The South Suburban Mayors and Managers Association certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTEST

  
South Suburban Mayors and Managers Association

  
Village of Orland Park

ATTEST

  
Village Manager