

**AGREEMENT BY AND BETWEEN THE
VILLAGE OF ORLAND PARK AND COMMUNITIES TRANSFORM FUTURES
FOR SNOW REMOVAL SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”) is made and entered into as of the Monday of November 17, 2025 (“*Effective Date*”), and is by and between the **VILLAGE OF ORLAND PARK**, an Illinois municipal corporation and home rule unit of government, (“*Village*”), and **CTF ILLINOIS**, an Illinois not-for-profit corporation (“*CTF*”) for Snow Removal Services. The Village and CTF may be referred to individually as “*Party*” or jointly as “*Parties*” throughout this Agreement.

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A. CTF owns certain real property located at 18230 Orland Parkway in Orland Park, Illinois (the “*Property*”).

B. In September 2025, CTF entered into a lease agreement with the Office of the Illinois Secretary of State, an Illinois state agency (“*Secretary of State*”) for the operation of a Department of Motor Vehicles facility (“*DMV Facility*”) within the building located on the Property.

C. The Secretary of State intends to use a portion, totaling approximately two-thirds (2/3) of the parking lot located on the Property to allow patrons and visitors to park their motor vehicles to access the DMV Facility (“*DMV Parking Area*”).

E. CTF is in need of Snow Removal Services within the DMV Parking Area in connection with the Secretary of State’s use of the Property to operate the DMV Facility.

F. CTF desires financial assistance from the Village for the performance of Snow Removal Services within the DMV Parking Area for the 2025-2026 winter season, and the Village desires to provide such financial assistance for Snow Removal Services within the DMV Parking Area.

G. The Parties desire to enter into this Agreement to set forth the rights and obligations of the Village and CTF with respect to the Snow Removal Services.

SECTION 2. SNOW REMOVAL SERVICES.

CTF, by and through a third-party contractor, will provide Snow Removal Services within the Parking Lot and DMV Parking Area, including snow and ice removal and plowing, and salt application. This Agreement is intended only to allocate the costs of the Snow Removal Services. The Village is not responsible for performing the Snow Removal Services, nor for any

maintenance, repairs, landscaping, or any other services whatsoever relating to the DMV Parking Area, Parking Lot, or Property.

SECTION 3. PAYMENT OF COSTS; REIMBURSEMENT.

As reimbursement for the costs incurred by CTF, the Village will pay to CTF an amount equal to the cost of Snow Removal Services for each time CTF engages in Snow Removal Services within the DMV Parking Area. CTF will receive an invoice for the full cost of the Snow Removal Services provided by its contractor within the Parking Lot (“***Contractor Invoice***”), and agrees to pay the full amount of the Contractor Invoice. CTF will invoice the Village for that portion of the Contractor Invoice representing Snow Removal Services for the DMV Parking Area, approximately two-thirds (2/3) of the total sum of the Contractor Invoice (“***Village Invoice***”). The Village acknowledges that CTF, by and through its contractor, may provide Snow Removal Services multiple times within the DMV Parking Area during a single storm event. Therefore, CTF may create a Village Invoice reflecting its costs for Snow Removal Services are provided during a single storm event. The Village agrees to pay each Village Invoice in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

SECTION 4. INDEMNIFICATION; INSURANCE.

A. Indemnification. CTF shall indemnify, release, and hold harmless the Village and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and expenses, including attorneys’ fees, arising out of, caused by, or resulting from the performance of the Snow Removal Services pursuant to this Agreement, including the acts, conduct, and omissions of CTF’s agents, officers, employees, or contractors, except to the extent caused by the gross negligence or willful misconduct of the Village. The provisions of this Section 4(A) shall survive the termination of this Agreement.

B. Insurance. CTF represents that it is presently insured through insurance with a financially sound and reputable insurance company, self-insurance or risk pooling agreement in such amounts and covering such risks as CTF believes is sufficient for their performance under this Agreement. All insurance under this Section 4(B) shall name the Village as insureds, with loss payable clauses in favor of the Village as its interests may appear. CTF shall, within sixty (60) days of the Effective Date, provide the Village with a copy of all certificates of insurance or other evidence of coverage.

SECTION 5. GENERAL CONDITIONS.

A. Term. This Agreement will be effective from the effective date until May 15, 2026. Any renewal of this Agreement will require a separate agreement in writing between the Parties.

B. Termination. Either Party may terminate this Agreement for convenience by providing at least thirty (30) days’ advance written notice to the other Party.

B. Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

C. Notices. All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 5(C). The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit.

Notices and communications must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Orland Park
Attention: Village Manager
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

With a copy to: Ancel Glink, P.C.
Attention: Michael B. Stillman
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

If to the CTF: _____

With a copy to: _____

D. No Joint Venture. It is hereby understood and agreed that nothing contained in this Agreement will be deemed or construed to create the relationship of principal and agent, partnership or joint venture between the Parties. No provision of this Agreement and no act or acts of the Parties will be deemed to create any relationship between the Parties other than the relationship specifically set forth in this Agreement.

E. Successors and Assigns. The terms, covenants and conditions of this Agreement will bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, and authorized successors and assigns; provided, however, that neither Party may assign this Agreement except upon the prior written consent of the other Party.

F. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Parties, or either of them.

G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

H. Governing Law. This Agreement will be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for all disputes arising from or in connection with this Agreement shall be the Circuit Court of Cook County, Illinois.

I. Authority to Execute. The Parties hereby warrant and represent to each other that: (i) the persons executing this Agreement on behalf of each Party have been properly authorized to do so by their respective corporate authorities; (ii) each Party has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement; (iii) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken by each Party; and (iv) that neither the execution of this Agreement nor the performance of the obligations assumed by each Party will (a) result in a breach or default under any other agreement or obligation of each Party or (b) violate any statute, law, restriction, court order or agreement to which each Party may be subject.

IN WITNESS WHEREOF, the Parties have caused the execution of this Agreement by their duly authorized officers on the date stated on the first page of this Agreement.

ATTEST:

VILLAGE OF ORLAND PARK

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

CTF ILLNOIS

By: _____

By: _____

Its: _____

Its: _____