

## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is executed on the date last written below, by and between LINCOLNWAY PUBLIC SAFETY COMMUNICATIONS CENTER ("Lincolnway"), and the VILLAGE OF ORLAND PARK ("Village", and collectively with Lincolnway, the "Parties").

### RECITALS

A. Lincolnway is an executive board created and existing pursuant to an intergovernmental agreement by and between the Villages of New Lenox, Mokena, and Frankfort, Illinois, and five fire protection districts including Mokena Fire Protection District, Frankfort Fire Protection District, New Lenox Fire Protection District, Manhattan Fire Protection District and East Joliet Fire Protection District.

B. The Village is an Illinois home rule municipality existing and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*

C. Each Party is a unit of local government authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970, by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and by its respective enabling statute, to enter into and perform this Agreement.

D. The Parties have agreed to cooperate with each other in making provisions for the installation and maintenance of communications equipment by each Party on the other Party's property as needed.

E. The Village owns a water tower known as the Orland Park Water Tower (Tank #1) at 17801 S. Wolf Road, Orland Park, Illinois (the "Water Tower").

F. Lincolnway has requested, and the Village has approved, Lincolnway's installation, operation and maintenance in/on the Water Tower of one (1) Motorola MTR 2000 Receiver, along with the accompanying equipment and fixtures necessary to operate the receiver as provided in this Agreement (the "Receiver").

G. By separate agreement, Lincolnway has been authorized to connect its Receiver to the Orland Joint Emergency Telephone System Board's VHF receiving and cabling also located on the Water Tower.

NOW THEREFORE, in consideration of these recitals and the terms and conditions of this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement.

2. **Installation, Operation and Maintenance of Receiver.** The Village hereby grants Lincolnway authorization to enter the Water Tower, and to install, operate, and maintain

the Receiver in/on the Water Tower during the Term of this Agreement. The Village shall give Lincolnway access to the Water Tower during the initial installation and from time to time as reasonably necessary to perform this Agreement. Lincolnway shall install, operate, and maintain the Receiver for the reception of radio signals, in accordance with all applicable federal, state and local laws, and in a manner that does not interfere with the Village's use of the Water Tower. Lincolnway may modify, supplement, upgrade, and/or replace the Receiver as Lincolnway deems necessary throughout the Term. Upon termination of this Agreement, Lincolnway shall remove the Receiver from the Water Tower.

3. **Term and Termination.** The term of this Agreement shall commence on the date signed by the Village President who will sign last (and the Village President shall affix the date on which he signs this Agreement on Page 3 hereof) and the signed counterparts to be exchanged. The term of this Agreement shall continue until either Party terminates as provided in this Section (the "Term"). Either Party may terminate this Agreement at any time, for any reason in the terminating Party's sole discretion, upon one hundred and eighty (180) days prior written notice to the other Party.

4. **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 attorneys 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.

5. **No Third Party Beneficiary.** This Agreement is not intended to confer any right upon any third party who is not a Party to this Agreement.

6. **No Assignment or Delegation.** Each Party represents and warrants that it has not and will not assign any rights or delegate any duties arising from this Agreement.

7. **Advice of Counsel and Understanding of Agreement.** The Parties each understand their right to discuss all aspects of this Agreement with their legal counsel, and have done so if desired. The Parties acknowledge that they have carefully read and fully understand all provisions of this Agreement.

8. **Choice of Law.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Venue for any dispute arising under this Agreement shall be in Cook County, Illinois.

9. **Binding Effect and Interpretation.** The Parties intend this Agreement to be legally binding. This Agreement shall bind and inure to the benefit of the Parties and their legal representatives, successors and assigns. The provisions of this Agreement are severable and no provision shall be affected by the invalidity of any other provision. This Agreement has been jointly drafted by the Parties, and in the event any court determines any provision of this Agreement to be ambiguous, the ambiguity shall not be construed against either Party.

10. **Execution in Counterparts.** This Agreement may be executed in counterparts. When both counterparts have been executed by both Parties and exchanged with the other Party, electronically or in hardcopy, this Agreement shall be deemed fully-executed and binding as if both Parties had signed and exchanged the same originals.

11. **Integration.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements between the Parties, both oral and written, concerning any subject matter referenced in this Agreement. This Agreement may only be modified or cancelled by a subsequent writing executed by both Parties.

12. **Authority to Execute.** Each of the undersigned signatories represents in his/her individual capacity that he/she has actual authority to execute this Agreement on behalf of the Party represented.

Executed on the date last written below, by and between:

**LINCOLNWAY PUBLIC SAFETY  
COMMUNICATIONS CENTER**

**VILLAGE OF ORLAND PARK, an  
Illinois municipal corporation**

By: *[Signature]*

By: \_\_\_\_\_

Title: *Director*

Title: \_\_\_\_\_

Date: *01-15-2014*

Date: \_\_\_\_\_

RESOLUTION NO. 01/52014-01

A RESOLUTION AUTHORIZING THE ADOPTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN LINCOLN-WAY PUBLIC SAFETY COMMUNICATIONS CENTER AND THE VILLAGE OF ORLAND PARK

WHEREAS, The Village of Orland Park ("Village") is an Illinois home rule municipality existing and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*

WHEREAS, the Lincolnway Public Safety Communications Center ("Lincolnway") is an executive board created and existing pursuant to an intergovernmental agreement by and between the Villages of New Lenox, Mokena, and Frankfort, Illinois, and five fire protection districts including Mokena Fire Protection District, Frankfort Fire Protection District, New Lenox Fire Protection District, Manhattan Fire Protection District and East Joliet Fire Protection District; and

WHEREAS, each Party is unit of local government authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970, by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and by its respective enabling statutes, to enter into and perform Intergovernmental Agreements;

WHEREAS, the Parties have agreed to cooperate with each other in making provisions for the installation, connection and maintenance of communications equipment by each Party on the other Party's property as needed; and

WHEREAS, the Village owns a water tower known as the Orland Park Water Tower (Tank #1) at 17801 S. Wolf Road, Orland Park, Illinois (the "Water Tower"); and

WHEREAS, Lincolnway has requested, and the Village has approved, Lincolnway's installation, operation and maintenance in/on the Water Tower of one (1) Motorola MTR 2000 Receiver, along with the accompanying equipment and fixtures necessary to operate the receiver as provided in the Intergovernmental Agreement (the "Receiver").

WHEREAS, by separate agreement, Lincolnway has been authorized to connect its Receiver to the Orland Joint Emergency Telephone System Board's VHF receiving and cabling also located on the Water Tower.

**NOW THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

**SECTION 1.** That the Intergovernmental Agreement between the Lincoln-Way Public Safety Communications Center and the Village of Orland Park, which is attached hereto and made a part hereof as Exhibit A, is hereby adopted.

**SECTION 2.** That the Chairman and Secretary of the Lincoln-Way Public Safety Communications Center are hereby authorized and directed to execute said Agreement.

**SECTION 3.** That the Preamble of this Resolution is hereby adopted as if fully set forth herein.

**SECTION 4.** This resolution shall be in full force and effect and shall become effective immediately upon its passage.

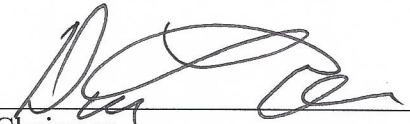
PASSED THIS 15 DAY OF JANUARY, 2014

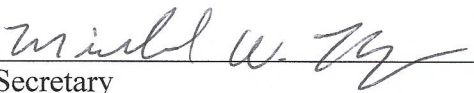
with 4 trustees voting AYE,

with 0 trustees voting NAY, and

with 1 trustees ABSENT.

APPROVED THIS 15 DAY OF JANUARY, 2014.

  
Chairman

  
Secretary