

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ORLAND PARK, THE VILLAGE OF TINLEY
PARK, THE VILLAGE OF MIDLOTHIAN, THE VILLAGE OF ORLAND HILLS
AND THE CITY OF OAK FOREST FOR THE SHARING OF POLICE
SERVICES, PERSONNEL, EQUIPMENT AND RESOURCES**

THIS FIRST AMENDMENT (the "First Amendment"), made and entered into this _____ day of March 2020, by and between the **VILLAGE OF ORLAND PARK**, an Illinois municipal corporation (hereinafter referred to as "Orland Park"), the **VILLAGE OF TINLEY PARK**, an Illinois municipal corporation (hereinafter referred to as "Tinley Park"), the **VILLAGE OF MIDLOTHIAN**, an Illinois municipal corporation (hereinafter referred to as "Midlothian"), the **VILLAGE OF ORLAND HILLS**, an Illinois municipal corporation (hereinafter referred to as "Orland Hills"), the **CITY OF OAK FOREST**, an Illinois municipal corporation (hereinafter referred to as "Oak Forest"), the **VILLAGE OF PALOS PARK**, an Illinois municipal corporation (hereinafter referred to as "Palos Park") and the **VILLAGE OF MATTESON** (hereinafter referred to as "Matteson") (sometimes referred to collectively as "Municipalities" or "Parties").

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, on or around February of 2020, Orland Park, Tinley Park, Midlothian, Orland Hills and Oak Forest entered into an Intergovernmental Agreement (the "IGA") for the sharing of police services, equipment, and resources in order to form a joint task force to perform enhanced enforcement within their communities in response to a recent increase in car related thefts (a copy of this IGA is attached hereto as **Exhibit "A"**); and

WHEREAS, Palos Park and Matteson desire to join the joint task force created by this IGA; and

WHEREAS, both Palos Park and Matteson operate a police department that employs police officers who use law enforcement vehicles, equipment, and other resources; and

WHEREAS, it is in the best interests of Palos Park and Matteson to enter into this First Amendment and join the other Municipalities in this IGA; and

WHEREAS, it is in the mutual interests of Orland Park, Tinley Park, Midlothian, Orland Hills, Oak Forest, Palos Park and Matteson to enter into this First Amendment;

NOW, THEREFORE, in consideration of the foregoing, the covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Member Municipalities.** Upon the adoption of a resolution approving the IGA by their respective corporate authorities, Palos Park and Matteson shall become member municipalities of the IGA. Whenever the term “municipalities” or “parties” is used in the IGA, it shall include Palos Park and Matteson along with Orland Park, Tinley Park, Midlothian, Orland Hills and Oak Forest.
2. **Additional Members.** If and when an additional municipality or police department desires to join the task force created by this IGA, the police chief of each existing member municipality may approve the addition of the new member without need for an amendment to the IGA or resolution adopted by the respective corporate authorities of each existing member municipality. Upon approval by the police chiefs of the existing member municipalities and adoption of a resolution approving the IGA by the corporate authorities of the new member municipality/police department, the term “municipalities” or “parties” as used in the IGA, shall include the new member along with Orland Park, Tinley Park, Midlothian, Orland Hills, Oak Forest, Palos Park and Matteson.
3. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this First Amendment, the terms and conditions of the IGA shall remain in full force and effect. To the extent that this First Amendment conflicts with the terms and conditions of the IGA, this First Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto, acting under the authority of their respective governing bodies, have caused this First Amendment to be executed.

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VILLAGE OF ORLAND PARK

By: _____
Keith Pekau, President

ATTEST:

John C. Mehalek, Clerk

Dated: _____, 2020

VILLAGE OF TINLEY PARK

By: _____
Jacob C. Vandenberg, Mayor

ATTEST:

Kristin A. Thirion, Clerk

Dated: _____, 2020

VILLAGE OF MIDLOTHIAN

By: _____
Gary L' Heureux, President

ATTEST:

Allen Moskal, Clerk

Dated: _____, 2020

VILLAGE OF ORLAND HILLS

By: _____
Kyle R. Hastings, President

ATTEST:

Jennifer Iannantone, Clerk

Dated: _____, 2020

CITY OF OAK FOREST

By: _____
Hank Kuspa, Mayor

ATTEST:

John F. Janozik, Clerk

Dated: _____, 2020

VILLAGE OF PALOS PARK

By: _____
John F. Mahoney, Mayor

ATTEST:

Marie Arrigoni, Clerk

Dated: _____, 2020

VILLAGE OF MATTESON

By: _____
Sheila Y. Chalmers-Currin, President

ATTEST:

Yumeka Brown, Clerk

Dated: _____, 2020