

**AGREEMENT
BETWEEN THE VILLAGE OF ORLAND PARK AND ORLAND TOWNSHIP
HIGHWAY DEPARTMENT**

THIS AGREEMENT is entered into this 5th, day of August, 2024 by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and the Orland Township Highway Department (OTHD).

RECITALS

WHEREAS, in order to protect against environmental damage, the continuing destruction of the environment, and harm to the public health, safety, and welfare which may result from the improper and unsafe treatment, storage, disposal, and dumping of household hazardous waste, the OTHD, with the assistance of the VILLAGE has determined to conduct a single one day household hazardous waste collection event (hereinafter referred to as EVENT); and

WHEREAS, the VILLAGE has secured the EVENT date and location with final approval of the OTHD and the Illinois Environmental Protection Agency; and

WHEREAS, the VILLAGE and OTHD will promote the event; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated herein by reference as though fully set forth.
2. **TERM OF THIS AGREEMENT.** This agreement shall be in effect from the date set forth above through the duration of the EVENT. This agreement may be terminated by either party by thirty (30) days written notice prior to the EVENT.
3. **EVENT DATE AND HOURS.** The event shall be conducted on November 2, 2024. The hours for the event will be promoted as 8 am to 3 pm.
4. **EVENT LOCATION.** The Event will be held at the Orland Park Civic Center parking lot which is immediately south of the Civic Center building. The Civic Center building will be made available for staff and volunteers as a break area from 7:00 a.m. to 3:00.
5. **VILLAGE RESPONSIBILITIES.** At its sole cost and expense, VILLAGE shall provide two CSO's for traffic control and will provide sign boards for the EVENT.
6. **OTHD RESPONSIBILITIES.** At its sole cost and expense, OTHD shall provide adequate staff and volunteers for the EVENT including a representative who shall be on the site of the EVENT for the entire duration of the EVENT.

7. **WASTE OR ITEMS THAT WILL BE COLLECTED.**

Used Motor Oil, oil based paint, paint thinners, old gasoline, solvents, antifreeze, drain cleaners, household batteries, cleaning products, fluorescent lamp bulbs, mercury & mercury containing items, pool chemicals, aerosol paints & pesticides, herbicides, insecticides, pesticides, acids, lawn & garden chemicals and fertilizers, hobby chemicals and corrosive.

8. **WASTE OR ITEMS THAT WILL NOT BE COLLECTED.**

Latex paint, business/commercial sector wastes, farm machinery oil, fireworks, agricultural wastes, explosives, regular garbage, ammunition, smoke detectors, biohazard waste, controlled substances, gas cylinders including propane tanks and fire extinguishers.

9. **INDEMNIFICATION.** As a material inducement for the VILLAGE to enter into this agreement, OTHD agrees to defend, indemnify, hold harmless and covenant not to sue the VILLAGE and its former, current, and future officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the "Village Affiliates") from and against any and all claims, actions, lawsuits, causes of action of any kind, property damages, economic and non-economic damages, losses, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally (collectively, the "Liabilities"), in any way arising out of or in consequence of this agreement and/or the EVENT, or any other Liabilities which may be incurred by or asserted against the VILLAGE and/or Village Affiliates directly or indirectly resulting from the use of the VILLAGE's property, equipment and facilities.

OTHD shall assume the expense of defending all suits, claims, proceedings, and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this agreement. In the event that the VILLAGE or any of the Village Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this agreement, the VILLAGE and/or any of the Village Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by OTHD pursuant to the indemnification provisions herein. OTHD shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this agreement. In the event that such payment is not made, the VILLAGE or any Village Affiliate, at their sole discretion, may proceed to file suit against the OTHD to compel such payment. OTHD also agrees that it will not settle or compromise any action, suit or proceeding without the VILLAGE 's prior written consent, which consent shall not be unreasonably withheld.

The obligations of the OTHD under this section shall remain in full force and shall not be impaired by the expiration or termination of this agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding in any way relating to this agreement, and the indemnification described herein, or to enforce the indemnification described herein, or to enforce the indemnification or obligations hereunder, the VILLAGE shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all Liabilities arising from such service shall be payable by OTHD within 30 days of demand.

Notwithstanding the foregoing, nothing in this section or agreement should be construed as an effort on or by the VILLAGE and/or Village Affiliates to be indemnified for liability to the extent not permitted by law.

10. **ASSIGNMENT.** OTHD shall not assign, sublet, transfer, or convey this agreement and its obligations hereunder to any person or entity, without the written consent of the corporate authorities of the VILLAGE, which may be withheld.

11. **GOVERNMENTAL REGULATIONS:** OTHD shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable rules and regulations of the VILLAGE with respect to the use of the VILLAGE property.

12. **EXECUTION:** This agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same agreement.

13. **ENTIRETY OF AGREEMENT:** This agreement contains the entire understanding between the parties concerning OTHD's use of the VILLAGE property and/or the EVENT and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this agreement. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the VILLAGE and by the OTHD.

14. **NO DUTY TO THIRD PARTIES:** This agreement is entered into solely for the benefit of the contracting parties, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of OTHD and/or the VILLAGE, and/or any of their respective officials, officers and/or employees. No claim as a third party beneficiary under this agreement by any person, firm, or corporation shall be made, or be valid, against another party to this agreement.

15. **AUTHORITY**: The parties represent and warrant to each other that they have the authority to enter into this agreement and perform their obligations hereunder.

16. **INTERPRETATION**. This agreement shall be construed without regard to the identity of the party who drafted the various provisions of this agreement. Moreover, each and every provision of this agreement shall be construed as though the parties to this agreement participated equally in the drafting of this agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this agreement.

17. **DISCLAIMER OF RELATIONSHIP**: Nothing contained in this agreement, nor any act of the VILLAGE or OTHD shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the VILLAGE and OTHD.

18. **ENFORCEABILITY** If any provision of this agreement, or any section, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this agreement shall be construed as if such invalid part were never included and this agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

19. **NO WAIVER OF TORT IMMUNITY DEFENSES**. Nothing contained in any provision of this agreement is intended to constitute nor shall constitute a waiver of the defenses available to either party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as the same may be amended from time to time, with respect to claims by third parties.

20. **CAPTIONS**: The captions at the beginning of the several sections, respectively, are for convenience in locating the context, but are not part of the context

THE PARTIES TO THIS AGREEMENT by their signature acknowledge they have read and understand this agreement and intend to be bound by its terms.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 17 day of July, 2023.

VILLAGE OF ORLAND PARK

**ORLAND TOWNSHIP HIGHWAY
DEPARTMENT**

By: _____
George Koczwarra,
Village Manager

By: _____
Antonio Rubino,
Orland Township Highway Commissioner