

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made and entered into this _____ day of _____, 2014 (the "Effective Date"), by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation (the "Village"), the ORLAND PARK METROPOLITAN EXPOSITION, AUDITORIUM AND OFFICE BUILDING AUTHORITY, a unit of local government (the "Civic Center") and the BOARD OF EDUCATION OF ORLAND SCHOOL DISTRICT 135 (the "District"). (For convenience, the Village, the Civic Center and the District may be referred to individually as a "Party" and collectively as the "Parties".)

WHEREAS, the Parties hereto are units of local government and a school district, and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government and school districts to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes public agencies, which include units of local government, to jointly enjoy and/or exercise powers, privileges, functions, or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, an emergency situation may occur requiring relocation of the District's students, employees and volunteers ("School Population") to an alternate location; and

WHEREAS, the District's primary relocation facility may not be available, and a "back-up" relocation facility may be necessary for the protection of the health and safety of the School Population; and

WHEREAS, the Parties hereto agree that the following facilities would be available in the event of an emergency as "back up" facilities for relocation of the School Population:

- a) The Village Sportsplex
11351 W. 159th Street
Orland Park, Illinois 60462
- b) The Franklin Loebe Center
14650 S. Ravinia Avenue
Orland Park, Illinois 60462
- c) The Orland Park Civic Center
14750 S. Ravinia Avenue
Orland Park, Illinois 60462

(the "Facilities"); and

WHEREAS, the Facilities are easily accessible from the District's school buildings; and

WHEREAS, the Village, the Civic Center and the District have agreed that in the event of an Emergency that may threaten the health or safety of the District's Population, the same shall be transported to and from the imperiled District school(s) to one or more of the Facilities in the manner and to the extent provided for herein; and

WHEREAS, the Village, the Civic Center and the District hereby determine that it is in their best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, **IT IS AGREED AS FOLLOWS**:

1. **Recitals**. The above-mentioned recitals, as contained in the paragraphs constituting the preambles to this Agreement, are full, true, and correct and are hereby incorporated into this Agreement as if fully restated herein.

2. **Emergency Defined**. As used herein, “Emergency” means a situation which may reasonably threaten the health or safety of the District’s School Population including, without limitation, any manmade or natural disaster.

3. **Temporary Relocation of School Population**. The Village and Civic Center hereby agree to cooperate and coordinate with the District in order to provide for the temporary transportation and relocation of the School Population, as is deemed necessary by the District, in the event of an Emergency. The District, in its sole discretion, shall determine whether or not an Emergency exists under this Agreement. In the event of an Emergency, the following procedures shall generally be followed:

A. The District’s Superintendent (the “Superintendent”), or his or her designee, shall contact the Village’s emergency contact identified in Section 6 of this Agreement, to initiate the Emergency plan outlined herein.

B. The District will transport the School Population to one or more of the Facilities.

C. The Village and Civic Center, as appropriate, will allow occupancy of the designated Facilities by the School Population until the Superintendent, or his or her designee, determines that the Emergency no longer exists.

D. Once the Superintendent, or his or her designee, determines that the Emergency no longer exists, the District shall arrange for the transportation of the School Population back to the appropriate District school facility, and shall coordinate with the Village regarding the same.

E. In the event that an Emergency occurs that compromises safety conditions at any of the Facilities, the Village shall immediately notify the Superintendent and shall reasonably cooperate with the District to allow for the District’s transport of the School Population to another location.

4. **Costs**. The District shall be solely responsible for the arrangement of, and any and all costs and fees associated with, the transportation of the School Population as described herein.

5. **Emergency Contacts**. The following individual of each Party shall be contacted, in the event of an Emergency. Any Party may change its emergency contact by providing notice of such change to the other Parties.

A. VILLAGE EMERGENCY CONTACT

Work Phone: _____

Email: _____

Mobile Phone: _____

B. CIVIC CENTER EMERGENCY CONTACT

Work Phone: _____

Email: _____

Mobile Phone: _____

C. DISTRICT EMERGENCY CONTACT

Dr. Janet Stutz, Superintendent

Work Phone: (708) 364-3305

Email: jstutz@orland135.org

6. Mutual Release and Waiver. The Parties for themselves and for their legal representatives, successors, and assigns do hereby waive, release, hold harmless, and discharge the other Parties, individually and collectively, its officials, officers, agents, employees, attorneys, representatives, and contractors from any and all claims, demands, and causes of action that the Party has or may have or that might subsequently occur to the Party arising out of or connected, directly or indirectly, from entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, in whole or in part, and any injury, damage, loss, or cost incurred, suffered, or claimed by any Party as a result of or in consequence thereof. This mutual release shall not include the release of any claims, costs, losses, or damages caused by a Party or its officials, officers, agents, employees, attorneys, representatives, and contractors that was due to the neglect or willful and wanton misconduct of the same.

7. Cooperation. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions, and objectives of this Agreement and to comply with the legal requirements of the District or other jurisdiction entity or department deems necessary. It is the intent of the Parties, as reflected by the terms of this Agreement, to ensure compliance and fulfillment with the terms and provisions of this Agreement as may be necessary to give effect to the objectives of this Agreement.

8. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year thereafter. This Agreement shall automatically renew for an additional one (1) year unless any Party gives written notice of its intent not to renew to the other Parties at least sixty (60) days prior to the Agreement's expiration date. Notwithstanding the foregoing, any Party to this Agreement may, for cause or no cause, at any time during the term of this

Agreement, elect to terminate this Agreement upon sixty (60) days written notice to the other Party.

9. Notices. Any notice, request, demand, or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered email, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below or to such other address as any Party may specify in writing.

If to the District:

Orland School District 135
Attn: Superintendent
15100 S. 94th Avenue
Orland Park, Illinois 60462
Fax: _____

If to the Village:

Village of Orland Park
Attn: Village Manager
14700 Ravinia Avenue
Orland Park, Illinois 60462
Fax: _____

If to the Civic Center:

Orland Park Metropolitan Exposition,
Auditorium and Office Building Authority
Attn: General Manager
14750 Ravinia Avenue
Orland Park, Illinois 60462
Fax: _____

10. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

11. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the authorized representatives of each Party.

12. Modification and Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by any Party regarding

any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by any Party that are not expressly set forth in this Agreement.

13. Headings. The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge, or limit any term of this Agreement.

14. Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

[Signature page follows.]

IN WITNESS WHEREOF, the Village of Orland Park, the Orland Park Metropolitan Exposition, Auditorium and Office Building Authority and Orland School District 135 have caused this Agreement to be executed by their duly designated officers as of the Effective Date.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Daniel J. McLaughlin, Village President

Attest:

John C. Mehalek, Village Clerk

ORLAND PARK METROPOLITAN EXPOSITION,
AUDITORIUM AND OFFICE BUILDING
AUTHORITY, an Illinois municipal corporation

By: _____
_____, Board President

Attest:

_____, Board Secretary

BOARD OF EDUCATION
ORLAND SCHOOL DISTRICT 135,
an Illinois school district

By: _____
Joe LaMargo, Board President

Attest:

Sandra Kulak, Board Secretary