MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF ORLAND PARK AND COOK COUNTY

This Memorandum of Understanding ("MOU") is entered into on this _____ day of _____, 2025, ("Effective Date") by and between the Village of Orland Park ("Village"), an Illinois municipal corporation, and Cook County ("County"), an Illinois body politic, for the County's use of the Village's Civic Center as an early voting site. The Village and County may be referred to individually as a Party and collectively as the Parties.

WHEREAS, Pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation act, 5 ILCS 220/1, et seq. public agencies may contract or otherwise associate among themselves, or transfer any power of function, in any manner not prohibited by law or ordinance.

WHEREAS, the County through the County Clerk is obligated under the Election Code,10 ILCS 5 et seq., ("Election Code") to establish polling locations in locations that are convenient and available and to use public buildings as polling places; and

WHEREAS, the Village desires to offer a convenient and easily accessible polling location to the residents of Orland Park; and

WHEREAS, the Village has agreed to allow the County to operate a polling location at it's Civic Center for the purposes of early voting in addition to the primary election; and

WHEREAS, the Parties desire to formalize the agreement to allow the Civic Center to serve as an early polling place and polling place throughout election cycles in the future by entering into this MOU; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this MOU, the Parties agree as follows:

AGREEMENT

I. **DUTIES AND OBLIGATIONS OF THE PARTIES**
   A. Village's Obligations:
   1. The Village agrees to provide the County use of a portion of the Village's Civic Center ("Civic Center") located at 14750 Ravinia Avenue, Orland Park, Illinois for the purpose of serving as a polling location for early voting and regular voting in future election cycles as identified in the Election Cycle Calendar attached as **Exhibit A** ("Election Cycle Calendar").
   2. The Village will designate the Civic Center as a polling location and guarantee the Civic Center's use and availability for election activities on the days as provided by the County for each Election Cycle Calendar according to the terms outlined in 1.B.2 of this MOU.
   3. The Village agrees that the County, volunteers, agents and election judges ("County representatives") will be allowed to access the Civic Center an hour earlier than the times established as official voting hours as more

1

specifically referenced in **Exhibit B** ("Early Voting Site Confirmation") and as established by the Election Code.

4. The Village agrees to allow the County Representatives continued access to the Civic Center for one hour after the end of official voting hours each day as more specifically referenced in **Exhibit B** and as established by the Election Code.

5. The Village agrees to allow the County Representatives access to the Civic Center in advance of the first early voting date for the purposes of delivering and installing voting equipment. The early voting equipment set up day will be agreed upon by the Parties no later than thirty (30) days in advance of the delivery and installation date. In no event will County Representatives be allowed to deliver or installed equipment at the Civic Center earlier than one week before the first early voting date.

B. County's Obligations:

1. The County acknowledges that it is responsible for providing election judges, volunteers, polling equipment and for overseeing all election related activities by the County Representatives and the oversight of the polling site during voting hours as prescribed by the Election Code.

2. The County acknowledges that this MOU does not impart on the Village any additional responsibilities related to the oversight of early voting, regular voting or election day activities or any responsibilities that have been statutorily prescribed to the County under the Election Code.

3. The County agrees to provide the Village with ninety (90) days advance notice of the specific dates that will be needed for early voting and regular voting at the Civic Center according to the Election Cycle Calendar.

4. The County agrees to remove all voting equipment within seven days of the election day as more specifically defined ex **Exhibit A**.

5. The County agrees that the Village is not responsible for any loss, damage or destruction to the County's voting equipment while the equipment is located at the Civic Center.

II. TERM AND TERMINATION

The term of this MOU shall begin on the Effective Date and shall remain in effect until amended or terminated by mutual written consent. Either party may terminate this MOU by providing at least ninety (90) days advance notice.

III. MISCELLANEOUS

1. **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

2. Mutual Indemnification. The Village and County both agree to indemnify, protect, and hold harmless the other Party's officers, officials, employees, and agents for any liability claims, loss, damage, or expense of any kind arising directly or indirectly out of the indemnifying Party's actions or inactions under the MOU.

3. **Applicable Law and Severability.** This MOU shall be governed in all respects by the laws of the State of Illinois. The invalidity or unenforceability of any one or more phrases, sentences, clauses, or sections contained in this MOU shall not affect the remaining portions of this MOU or any part thereof.

4. **No Personal Liability.** No member, official, director, employee or agent of County or Village shall be individually or personally liable in connection with this MOU.

5. **Assignment.** This Agreement, or any portion thereof, shall not be assignable in whole or in part by either party.

6. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

7. **Notices.** All written notices, requests and communications may be made by mail or electronic mail to the email addresses set forth below.

> To Cook County:
> Cook County
> Office of the County Clerk
> 69 West Washington Street, Suite 500
> Chicago, IL 60602
> Trovoy.hicks@cookcountyil.gov
>
>
> To Village of Orland Park:
> Village of Orland Park
> Recreation and Parks Director
> 14600 Ravinia Ave.
> Orland Park, IL 60462
> rpiattoni@orlandpark.com

8. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

9. **No Third-Party Beneficiaries.** Nothing herein shall create any claim as a third-party beneficiary against any party to this agreement. The parties agree that the allocation of responsibility and liability described herein is solely for the parties' administrative convenience. Nothing herein shall result in the waiver of any defenses or immunities available to the parties under Illinois law. A violation of this agreement shall not be used as evidence of negligence or other wrongful misconduct.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their authorized representatives.

VILLAGE OF ORLAND PARK

_____   Date: _____

COOK COUNTY CLERK'S OFFICE

_____   Date: _8|22|2025_
Trovoy Hicks

4