

**INTERGOVERNMENTAL AGREEMENT
FOR THE COST-SHARING OF
PTAB APPEAL INTERVENTION COSTS**

WHEREAS, the Village of Orland Park, an Illinois Municipal Corporation (the "Village") has determined it to be in the best interests of its residents and taxpayers to intervene in PTAB appeals involving parcels of real property which the Village has authority to levy taxes against; and

WHEREAS, the Orland Park Public Library, an Illinois public library (the "Library"), has determined it to be in the best interests of the Library to intervene in PTAB appeals involving parcels of real property which the Library has authority, through the Village's taxing powers, to levy taxes against; and

WHEREAS, the Orland Fire Protection District, an Illinois fire protection district (the "OFPD"), has determined it to be in the best interests of the OFPD to intervene in PTAB appeals involving parcels of real property which the OFPD has authority to levy taxes against; and

WHEREAS, the Village, the Library and the OFPD (collectively referred to as the "Parties") agree that it is in the best interests of the Parties to share in the costs of intervening in all PTAB appeals involving parcels of real property which all of the Parties have authority to levy taxes against; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government 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.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other units of local government; and

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

1. The preambles set forth above are hereby incorporated herein by reference as if fully set forth herein.

2. The Parties agree to share in the costs of intervention in those PTAB appeals involving parcels of real property which all of the Parties have authority to levy taxes against. The Parties agree to share in the costs of intervention for said PTAB appeals based on their final taxing rates for the tax year (or years) in question for each PTAB appeal. The intervention costs associated with a PTAB appeal include, but are not limited to, attorneys' fees, appraisal fees, witness testimony and travel fees, and all other costs associated with the intervention.

3. The Parties agree that the law firm of Klein, Thorpe and Jenkins, Ltd. ("KTJ") will represent their interests in connection with intervening in all PTAB appeals involving parcels of real property which all of the Parties have authority to levy taxes against, and understand that KTJ will bill its attorneys' fees to the Parties in accordance with the above pro-rata cost-sharing allocation.

4. Upon receipt of notifications from the respective county boards of review that a PTAB appeal has been filed and affects any of the Parties, each of the Parties agrees to forward said notices to Don Renner, an attorney at KTJ. KTJ will analyze whether the potential refunds requested by the taxpayer in each PTAB appeal would warrant intervention by the Parties. If intervention is warranted, KTJ will recommend intervention to each of the Parties. If approved by all Parties, KTJ will intervene on behalf of all Parties.

5. Should additional intervenors desire to join in this intergovernmental agreement, the Parties understand that KTJ will contact the additional intervenors for the purpose of allocating the costs of intervening on a pro-rata basis of all the intervening parties' final taxing rates for the tax year (or years) in question in the subject PTAB appeal.

6. This Intergovernmental Agreement contains the entire agreement and understanding between the Parties in respect of the subject matter hereof and supersedes any prior understandings and agreements between the Parties regarding the subject matter of this Intergovernmental Agreement.

7. No amendment, waiver or modification of any term or condition of this Intergovernmental Agreement shall be binding or effective for any purpose unless expressed in writing and signed by each of the Parties.

8. If any section, subsection, sentence, clause or phrase of this Intergovernmental Agreement is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Intergovernmental Agreement.

9. This Intergovernmental Agreement may be executed in duplicates and counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

10. This Intergovernmental Agreement may be terminated at any time by any of the Parties, upon any of the Parties serving written notice of termination to each of the other Parties and to KTJ. Upon the notice of termination, the Party serving notice of termination agrees that it will pay its pro-rata share of the costs of intervening in all outstanding PTAB appeals to which it is an intervenor with the other Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Agreement to be executed and delivered as of this ____ day of _____ 2009.

VILLAGE OF ORLAND PARK:

ORLAND PARK PUBLIC LIBRARY:

By: _____
Village President

By: _____
President, Board of Library Trustees

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Secretary, Board of Library Trustees

ORLAND FIRE PROTECTION DISTRICT:

By: _____
President, Board of Trustees

ATTEST:

By: _____
Secretary, Board of Trustees