

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is executed on the date last written below, by and between the Village of Orland Park, Illinois ("Orland Park") and the Village of Tinley Park ("Tinley Park") (Each may be referred to as a "Party" to this Agreement and collectively, the "Parties").

RECITALS

A. Each Party is a unit of local government authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970, by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and by its respective enabling statute, to enter into and perform this Agreement.

B. The Parties have agreed to cooperate with each other in making provisions for the installation and connection of their respective communications equipment.

C. The Village of Orland Park (the "Village") owns a water tower known as the Orland Park Water Tower (Tank #10), which is located at 8800 West 159th, Orland Park, Illinois (the "Water Tower").

NOW THEREFORE, in consideration of these recitals and the terms and conditions of this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement.

2. **Installation and Use.** Orland Park hereby grants Tinley Park authorization to install and maintain a DB224-A antenna and feed line, 18 MHz Microwave Dish on the Water Tower, and to use the tower for the purpose of receiving radio signals. Tinley Park shall install the required rack equipment including UPS, Network Switch, two (2) MTR2/3000 receivers and one (1) TAIT Receiver ("Receiver"). Tinley Park will use a vendor of its choice, approved by Orland Park, whose approval will not be unreasonably withheld, for tower work. The Board shall give Tinley Park access to the site during this initial connection on dates and times agreed to by both Parties, and from time to time as reasonably necessary and as agreed to perform this Agreement. Tinley Park shall use the site to operate the Receiver for the reception of radio signals, in accordance with all applicable federal, state, and local laws and regulations, and in a manner that does not interfere with Orland Park's use of the Water Tower or its Antenna or negatively affect the reception of Orland Park's communications. For the purposes of this Agreement, Orland Park's communications include the communications of the Orland Joint Emergency Telephone System Board (the "Board"), which is a board operating in Orland Park and Orland Hills, Illinois. Tinley Park may modify, supplement, upgrade, and/or replace the Receivers as Tinley Park deems necessary throughout the term, and upon the completion of such work, reconnect the receiver to the Antenna. Each Party shall be responsible for the repair, maintenance,

and use of its own equipment under this Agreement. Upon termination of this Agreement, Tinley Park shall disconnect the Receiver from the Antenna. Tinley Park shall request access from Orland Park at least forty-eight (48) hours prior to any work is performed on its equipment and shall allow Orland Park the opportunity to be present when said work is being performed. Tinley Park shall promptly repair any damage to Orland Park's equipment caused by the equipment installed by Tinley Park, or actions taken pursuant to this Agreement by Tinley Park, its agents, employees, or invitees. In the event of a lightning strike or Act of God, each Party shall be responsible for the costs of the repair and/or replacement of its own equipment and shall not be responsible for damage to the other Party's equipment.

3. - **Term and Termination.** The term of this Agreement shall commence on the date each Party has signed this Agreement and the signed counterparts have been exchanged. The term of this Agreement shall continue until either Party terminates as provided in this Section (the "Term"). Either Party may terminate this Agreement at any time, for any reason in the terminating Party's sole discretion, upon thirty (30) days written notice to the other Party. Furthermore, if either Party breaches this Agreement and fails to cure said breach within fifteen (15) days of receipt of a written notice of breach, then this Agreement shall terminate immediately thereafter upon notice by the non-breaching Party.
4. **Indemnity.** Each Party shall indemnify, defend, and hold harmless the other Party from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses, including reasonable attorney's fees and court cost, which are incurred by the other Party, but only to the extent arising from the indemnifying Party's intentional or negligent act or omission, or from the indemnifying Party's breach of this Agreement. The obligations contained in this Section shall not apply to the extent the indemnifying Party has tort immunity from the underlying claim.
5. **No Third-Party Beneficiary.** This Agreement is not intended to confer any right upon any third party who is not a Party to this Agreement.
6. **No Assignment or Delegation.** Each Party represents and warrants that it has not and will not assign any rights or delegate any duties arising from this Agreement.
7. **Advice of Counsel and Understanding of Agreement.** - The parties each understand their right to discuss all aspects of this Agreement with their legal counsel, and have done so if desired. The Parties acknowledge that they have carefully read and fully understand all provisions of this Agreement.
8. **Choice of Law.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Venue for any dispute arising under this Agreement shall be in Cook County, Illinois.
9. **Binding Effect and Interpretation.** The Parties intend this Agreement to be legally binding. This Agreement shall bind and inure to the benefit of the Parties and their heirs, legal representatives, successors and assigns. The provisions of this Agreement are severable, and no provision shall be affected by the invalidity of any other provision. This Agreement has been jointly drafted by the Parties, and in the event any court determines any provision of this

Agreement to be ambiguous, the ambiguity shall not be construed against either Party.

10. **Execution in Counterparts.** This Agreement may be executed in counterparts. When both counterparts have been executed by both Parties and exchanged with the other Party, electronically or in hardcopy, this Agreement shall be deemed fully executed and binding as if both Parties had signed and exchanged the same originals.
11. **Integration.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements between the Parties, both oral and written, concerning any subject matter referenced in this Agreement. This Agreement may only be modified or cancelled by a subsequent writing executed by both Parties.
12. **Authority to Execute.** Each of the undersigned signatories represents in his/ her individual capacity that he / she has actual authority to execute this Agreement on behalf of the Party represented.

Executed on the date last written below, by and between:

The Village of Orland Park

The Village of Tinley Park

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

