

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK, THE VILLAGE OF ORLAND PARK AND THE VILLAGE OF MOKENA RELATING TO THE CHICAGO SOUTHLAND INTERSTATE ALLIANCE

This Agreement ("Agreement") is entered into by and between the Village of Tinley Park ("Tinley Park") the Village of Orland Park, ("Orland Park") and the Village of Mokena ("Mokena") and provides as follows:

WHEREAS, Tinley Park, Orland Park and Mokena ("Parties") are municipalities duly organized under the law of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

WHEREAS, Tinley Park, Orland Park and Mokena are members of the Chicago Southland Interstate Alliance (hereinafter "CSIA"); and

WHEREAS, Tinley Park, Orland Park and Mokena all deem it in their best interest to enter into an intergovernmental agreement wherein this partnership helps better market and attract the available real estate along the I-80 corridor;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants contained herein, Tinley Park, Orland Park and Mokena agree as follows:

1. **Financial Investment:** Tinley Park, Orland Park and Mokena shall contribute ten thousand dollars (\$10,000.00) each ("Funds"), by June 1, 2019 to help promote the Parties and better market and attract businesses to the available real estate along the I-80 corridor. When the total Funds drop below ten thousand dollars (\$10,000.00), Tinley Park, Orland Park and Mokena will each contribute an additional ten thousand dollars (\$10,000.00).
2. **Executive Board:** An Executive Board is hereby established for the purpose of assisting the Parties to create marketing materials, a website, facilitating requests for assistance, gathering

and analyzing data to help attract development along the I-80 corridor, allocation of funding from the Parties, and performing all other duties set out by this Agreement. The Executive Board shall be comprised of the Mayors of Tinley Park, Orland Park and Mokena. The Mayors shall appoint a President, Vice-President and Treasurer of the Executive Board, and each shall serve without compensation. The Mayors shall alternate roles every two (2) years, whereas the President shall become the Treasurer, the Treasurer shall become the Vice President, and the Vice President shall become the President. The Executive Board may adopt bylaws, as well as policies and procedures regarding any matters deemed necessary by the Parties. Unless otherwise unanimously agreed upon, all votes taken by the Executive Board shall be determined by a majority vote. The Executive Board shall meet as needed, but must meet at least once per quarter, totaling at least four (4) times per calendar year. The Executive Board may invite other entities that are members of the CSIA to each meeting as they see fit.

3. Allocation of Funds: All Funds shall be maintained in an Account with a financial institution selected by the Executive Board by a majority vote. The Treasurer shall be the only person that make withdrawals of the Funds. The Parties may request an accounting of said Account at any time.

4. Budget Process: Prior to any spending of the Funds, the Treasurer shall create a budget on behalf of the Parties. Funds shall be spent on shared marketing materials and for endeavors that promote continued economic growth for the Parties. No Funds shall be withdrawn, allocated, and spent, without agreement of the Executive Board by majority vote. The Treasurer shall perform an annual accounting of the Account and shall provide a summary to the Parties. At the end of each calendar year the Parties shall be entitled to perform an audit on the Account. The Treasurer

shall create a new budget by January 15th of every year during the Term of this Agreement and shall provide said budget to the Parties.

5. Intent: It is the Parties' intent to fund shared marketing materials for trade shows and a website for the CSIA in order to promote available real estate along the I-80 corridor to attract development.

6. Term: This Agreement shall be in full force and effect for a term of one (1) year from the date hereof and shall be automatically renewed thereafter for additional one (1) year terms unless terminated in accordance with Section 7 below. During the thirty (30) day period preceding the anniversary date, hereof, the parties shall meet to discuss appropriate changes, if any, regarding contributing additional Funds and changes to the marketing materials and website.

7. Termination: The Parties agree that this Agreement may be terminated by any party hereto, upon thirty (30) days written notice to the other Parties. This Agreement may be terminated for cause by any party hereto, by providing thirty (30) days written notice for breaching the terms and conditions provided herein to the breaching party. This Agreement will not be terminated if the breaching party cures the breach prior to conclusion of the notice period. For purposes of this Agreement, cause shall be defined as any material breach of this Agreement by any Party. If a Party is terminated from this Agreement for cause, said Party will forfeit any Funds already contributed, in accordance with Paragraph 1 of this Agreement. If a Party voluntarily withdraws from this Agreement, said Party will forfeit any Funds already contributed, in accordance with Paragraph 1 of this Agreement. If a Party withdraws from the Agreement due to another Party's breach, said Party shall not forfeit its already contributed Funds. If the Parties mutually agree to terminate this Agreement, the Funds shall be redistributed to each Party equally, in accordance with the amount of Funds remaining in the Account at the time of termination. Should a Party to

this Agreement withdraw, the remaining two Parties shall continue to operate under the terms of this Agreement and shall make any appropriate amendments to it as deemed necessary by the two remaining Parties.

8. **Indemnification:** The Parties shall indemnify, defend and hold harmless each other from and against all liability, claim, action, damage of loss and costs, including reasonable costs and attorneys' fees, arising out of or resulting from the acts of any of the Parties and their officers, employees and agents in the performance of this Agreement.

9. **Adherence to Law:** The Parties shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

10. **Notice:** All notices given pursuant to any provision of this Agreement shall be in writing and served by personal service or by certified mail, return receipt requested, on the parties at the following addresses:

If to Tinley Park:

Patrick Hoban
Economic Development Manager
16250 S. Oak Park Ave.
Tinley Park, IL 60477

If to Orland Park:

Joseph S. LaMargo
Village Manager
14700 Ravinia Ave.
Orland Park, IL 60462

If to Mokena:

John Tomaszoski
Village Administrator
11004 Carpenter St.
Mokena, IL 60448

For purposes of determining the date on which notice is given, notice by certified mail shall be deemed given on the date it is mailed.

11. Severability: If any one or more of the provisions of this Agreement, or subsequent application thereof are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provision of this Agreement not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or application; and to this end, the provisions of this Agreement are declared severable.

12. Prior Agreements: This Agreement shall supersede any prior agreements between the parties relative to the subject matter hereof, with any such prior agreements being hereby repealed.

13. Counterparts: This Agreement shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.

Dated this _____ day of _____, 2019.

VILLAGE OF TINLEY PARK

By: _____
Village President

Attest: _____
Village Clerk

VILLAGE OF ORLAND PARK

By:  _____
Village President

Attest: 
Village Clerk

VILLAGE OF MOKENA

By: _____
Village President

Attest: _____
Village Clerk