

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA SHARING & LICENSING

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE WILL COUNTY EMERGENCY TELEPHONE SYSTEM

AND

VILLAGE OF ORLAND PARK

This Intergovernmental Agreement is made and entered into this _____ day of _____, 2019, by and between the WILL COUNTY ETSB, hereinafter referred to as the ETSB, an entity established by resolution of the County Board of WILL COUNTY, a body corporate and politic, with the ETSB's principal offices at 16911 W. Laraway Road, Suite #102, Joliet, IL 60433 and the VILLAGE OF ORLAND PARK, ON BEHALF OF THE ORLAND PARK POLICE DEPARTMENT, hereinafter referred to as the AGENCY, a public agency with their office at 15100 RAVINIA AVE, ORLAND PARK, ILLINOIS 60462.

RECITALS

WHEREAS, the ETSB and the AGENCY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (1996), as amended, and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the state to exercise, combine or transfer any power or function; and

WHEREAS, the ETSB and the AGENCY desire to establish and maintain a legal relationship which will ensure adequate coordination of the development of their respective Geographic Information System programs, hereinafter referred to as "GIS program"; and

WHEREAS, the ETSB and the AGENCY seek agreement on how digital data sets maintained by each unit of government shall be made available for use in their respective GIS programs; and

WHEREAS, the ETSB and the AGENCY have elected to cooperate with each other by coordinating the development of common definitions, database designs and metadata standards to facilitate mutual sharing of data sets; and

WHEREAS, the ETSB and the AGENCY shall review their GIS programs cooperatively to promote the development of compatible hardware and software systems.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the parties agree as follows:

Section 1 Recitals Incorporated.

1.0 The foregoing recitals are incorporated herein by reference as though fully set forth.

Section 2 Terms of This Agreement.

2.0 This Agreement shall be in effect after its execution by the parties through January 1st, 2021 and shall be automatically renewed for successive one-year periods, without further written agreements.

Section 3 Duties of the ETSB.

3.1 The ETSB hereby provides the AGENCY with a data license to use certain specified data sets listed below for the area covered by their geographic jurisdiction:

- Street Centerlines
- Fire boundaries for Mokena and Homer Twp
- Police Boundaries for Mokena and Sheriff (in the northwest area of Frankfort Township and south side of Homer Township)
- City layer in general area along Cook County border where Orland Park is located
- PSAP Boundary layer

3.2 The list may be expanded in the future to include the available data sets that AGENCY requests.

3.3 The parties agree to utilize their own resources, including the expenditure of their own funds, in pursuing these objectives.

Section 4 Duties of the AGENCY.

4.1 The AGENCY hereby provides the ETSB with a data license to use the following data sets:

- None Requested

4.2 The list may be expanded in the future to include the available data sets that the ETSB requests.

4.3 The parties agree to utilize their own resources, including the expenditure of their own funds, in pursuing these objectives.

Section 5 Distribution.

5.1 Digital data will be provided electronically via file share or email when practicable. Large data sets may be provided on CD, DVD, or flash drive media in a format compatible with the ETSB's GIS system.

Section 6 Schedule.

6.1 Both parties will deliver the data sets described in Sections 3 and 4 above no later than 30 days after final approval of this agreement.

Section 7 Warranty Disclaimer.

7.1 Both parties make no warranty or guarantee concerning the accuracy of the information described in Sections 3 and 4 above. Both parties further make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, correctness or the fitness of the data sets.

Neither party accepts any liability arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such data sets for a particular purpose.

Section 8 Indemnification.

- 8.1 By receiving the GIS data sets provided by each other, both parties agree that they are being provided a limited, non-exclusive license to the data sets described in Section 3 and 4 above, to defend and indemnify and hold each other, their agents and employees, harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees and patent infringement, arising out of or in any way connected with the ETSB's or the AGENCY's use of the information described in Sections 3 and 4 above.

Section 9 Warranty Disclaimer.

- 9.1 Both parties make no warranty or guarantee concerning the accuracy of the information in the data sets described in Sections 3 and 4 above. Both parties further make no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, correctness or the fitness of the data sets. Neither party accepts any liability arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such data sets for a particular purpose.

Section 10 Confidentiality.

- 10.1 With each transmission of data components, the AGENCY and the ETSB shall each clearly designate which information is confidential and/or proprietary, and both parties agree to respect all designated confidentiality and proprietary issues except as may be mandated by state or federal law.
- 10.2 Both parties agree not to obscure, alter, or remove any notices concerning confidentiality, ownership, copyright, trademark, or other proprietary rights from any GIS data provided under this agreement.

Section 11 Protection of Proprietary Rights.

- 11.1 Both parties agree that the data sets are to be retained solely by the other party for the purpose(s) for which it (they) were requested, and are not to be sold, leased, copied, loaned, or transferred, whole or in part to any third parties unless specifically authorized in writing by ETSB. Any reproduction, retransmission or redistribution of the data sets, described in Sections 3 and 4 above, outside of each party's organization is expressly forbidden.
- 11.2 Both parties understand that this Agreement does not constitute a sale of any title or interest in the data sets exchanged and both parties reserve all rights not expressly granted to the party receiving

the data sets. The data sets are protected by the copyright laws of the United States and are being furnished with all rights reserved.

- 11.3 Any portions of the data set that is modified or merged into another computer file or program by the other party, or as may be integrated with other programs or data to form a derivative product, shall continue to be subject to the provisions of this Agreement.
- 11.4 Both parties agree that any publications, compilations, or derivative works using the digital geographic data set of the other party must include an acknowledgement of the party that supplied the data set.
- 11.5 If one party receives a FOIA or other information request from a third party for the data set of the other party, they agree to forward the request or demand for such information to that party for determination and appropriate action.

Section 12 Entire Agreement.

- 12.1 This Agreement represents the entire agreement between the parties with respect to the sharing of GIS program data and supersedes all previous communications or understandings whether oral or written.

Section 13 Notices.

- 13.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time if it is personally delivered, mailed by certified mail, or sent via electronic mail with return receipt requested, to the party's specified address. The address of each party is as specified below and either party may change its address for receiving notices by giving notice thereof in compliance with the terms of this subsection.

FOR THE ETSB

Anthony Marzano
Chief Administrator / CEO
16911 W. Laraway Road
Suite 102
Joliet, IL 60433
amarzano@willcounty9-1-1.com

FOR THE AGENCY

George Koczwar
Village Manager
Village of Orland Park
14700 Ravinia Ave
Orland Park, IL 60462
gkoczwar@orlandpark.org
cc: ssutherland@orlandpark.org

Section 14 Amendment, Modification or Termination of This Agreement.

- 14.1 No modification or amendment to this Agreement shall be effective until approved by the parties in writing.
- 14.2 Either party may terminate this Agreement at will.
- 14.3 Both parties agree that a minimum of thirty (30) days written notification shall be provided by the terminating party stating the intent to terminate the Agreement.

Section 15 Non-Assignment.

- 15.1 This Agreement shall not be assigned by either party.

Section 16 Governing Law.

- 16.1 This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 16.2 The venue for any legal action arising out of this agreement shall be the 12th Judicial Circuit, Will County, Illinois.
- 16.3 AGENCY and the ETSB agree that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal and State civil rights laws, rules, regulations, policies, and anti-discrimination laws.

Section 17 Captions and Paragraph Headings.

- 17.1 Captions and paragraph headings are for convenience only and are not part of this Agreement and shall not be used in construing it.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they are authorized to execute this agreement on behalf of their organization, have completely read and fully understand the terms of this agreement, and intend to be bound by said terms.

VILLAGE OF ORLAND PARK

WILL COUNTY ETSB

George Koczwaro,
Village Manager

Anthony Marzano,
Chief Administrator / CEO

Date

Date