

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF PALOS PARK AND
THE SOUTH PALOS TOWNSHIP SANITARY DISTRICT
IN REGARD TO THE EXCHANGE OF WATER SYSTEM AND
SANITARY SEWER SYSTEM DOCUMENTATION AND MAPS**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 11 day of July, 2012 by and between the VILLAGE OF PALOS PARK (hereinafter referred to as the "VILLAGE") and the SOUTH PALOS TOWNSHIP SANITARY DISTRICT (hereinafter referred to as "SPTSD"). The VILLAGE and SPTSD are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

W I T N E S S E T H

WHEREAS, the SPTSD operates water and sanitary sewer systems in unincorporated Palos Township, as well as in portions of the VILLAGE (hereinafter referred to as the "SPTSD UTILITIES"); and

WHEREAS, the VILLAGE operates water and sanitary sewer systems which are, at certain locations, immediately adjacent to the SPTSD UTILITIES (hereinafter referred to as the "VILLAGE UTILITIES"); and

WHEREAS, because of the proximity of the SPTSD UTILITIES to the VILLAGE UTILITIES, and the VILLAGE UTILITIES to the SPTSD UTILITIES, at locations along and near 127th Street, it is important for the VILLAGE to know where the SPTSD UTILITIES are located within the VILLAGE and near the corporate boundaries of the VILLAGE, and for the SPTSD to know where the VILLAGE UTILITIES are located near the SPTSD UTILITIES, so that the VILLAGE can properly operate and maintain the VILLAGE UTILITIES without disturbing the SPTSD UTILITIES, and the SPTSD can properly operate and maintain the SPTSD UTILITIES without disturbing the VILLAGE UTILITIES; and

WHEREAS, in light of the foregoing, the SPTSD and the VILLAGE desire to exchange documentation and maps describing and depicting the type and location of the VILLAGE UTILITIES and the SPTSD UTILITIES at locations along and near 127th Street; and

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

WHEREAS, it is in the best interests of the VILLAGE and the SPTSD to enter into this Agreement;

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

1. INCORPORATION OF PREAMBLES. The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. VILLAGE OBLIGATIONS.

- A. The VILLAGE shall provide the SPTSD with documentation and maps describing and depicting the type and location of the VILLAGE UTILITIES at locations along and near 127th Street, as well as documentation and maps relative to any easements in which said VILLAGE UTILITIES are located, within thirty (30) days of the date of this Agreement, and shall thereafter provide the SPTSD with additional updated documentation and maps as they become available;
- B. The VILLAGE shall keep any and all documentation and maps describing and depicting the type and location of the SPTSD UTILITIES confidential, and shall not provide same to any third party, other than a contractor working for the VILLAGE, unless required to do so under the Freedom of Information Act (5 ILCS 140/1 *et seq.*). In relation to any such Freedom of Information Act request, the VILLAGE agrees to rely upon any available exemption in the Freedom of Information Act, before providing the documentation and maps to a third party requesting copies of same.

3. SPTSD'S OBLIGATIONS.

- A. The SPTSD shall provide the VILLAGE with documentation and maps describing and depicting the type and location of the SPTSD UTILITIES at locations along and near 127th Street, as well as documentation and maps relative to any easements in which said SPTSD UTILITIES are located, within thirty (30) days of the date of this Agreement, and shall thereafter provide the Village with additional updated documentation and maps as they become available;
- B. The SPTSD shall keep any and all documentation and maps describing and depicting the type and location of the VILLAGE UTILITIES confidential, and shall not provide same to any third party, other than a contractor working for the SPTSD, unless required to do so under the Freedom of Information Act (5 ILCS 140/1 *et seq.*). In relation to any such Freedom of Information Act request, the SPTSD agrees to rely upon any available exemption in the Freedom of Information Act, before providing the documentation and maps to a third party requesting copies of same.

4. VILLAGE INDEMNIFICATION OF THE SPTSD. The VILLAGE shall indemnify and hold harmless the SPTSD, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to, or in furtherance of, this Agreement.

5. SPTSD INDEMNIFICATION OF THE VILLAGE. The SPTSD shall indemnify and hold harmless the VILLAGE, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind

which may arise, either directly or indirectly, out of the acts or omissions of the SPTSD, or its elected officials, officers, agents, employees, consultants or contractors, pursuant to, or in furtherance of, this Agreement.

6. NO WAIVER OF TORT IMMUNITY DEFENSES. Nothing contained in Sections 7 or 8 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

7. NOTICES. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Village Manager
Village of Palos Park
8999 West 123rd Street
Palos Park, Illinois 60464

B. If to the SPTSD:

District President
South Palos Township Sanitary District
8102 West 119th Street
Suite 1130
Palos Park, Illinois 60464.

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

8. COUNTERPARTS. This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

9. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

10. EFFECTIVE DATE. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a motion or Resolution by its Village Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; and the SPTSD, pursuant to authority granted by the adoption of a motion or Resolution by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Clerk.

VILLAGE OF PALOS PARK

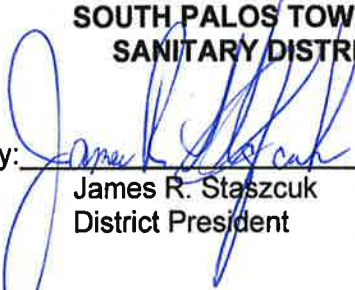
By: 
John F. Mahoney
Mayor

ATTEST:


Marie Arrigoni
Village Clerk

Dated: October 8, 2012

**SOUTH PALOS TOWNSHIP
SANITARY DISTRICT**

By: 
James R. Staszczuk
District President

ATTEST:


Lawrence Pichman
District Clerk

Dated: 7-11-, 2012

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named John R. Staszczuk and Lawrence Pichman, personally known to me to be the President and Clerk of the South Palos Township Sanitary District ("SPTSD"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such President and Clerk, they signed and delivered the signed instrument, pursuant to authority given by the SPTSD, as their free and voluntary act, and as the free and voluntary act and deed of said SPTSD, for the uses and purposes therein set forth, and that said Clerk, as custodian of the corporate seal of said SPTSD, caused said seal to be affixed to said instrument as said Clerk's own free and voluntary act and as the free and voluntary act of said SPTSD, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 11th day of July, 2012.

Julie A. Carr
Notary Public

My Commission Expires: 7-13-15

