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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2017-R-057**

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**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK AND THE  
ORLAND FIRE PROTECTION DISTRICT  
FOR DATA SHARING**

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**JACOB C. VANDENBERG, PRESIDENT**  
**KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO**  
**BRIAN H. YOUNKER**  
**CYNTHIA A. BERG**  
**WILLIAM P. BRADY**  
**MICHAEL W. GLOTZ**  
**MICHAEL J. MANGIN**  
**Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

RESOLUTION NO. 2017-R-057

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK AND THE  
ORLAND FIRE PROTECTION DISTRICT  
FOR DATA SHARING

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Orland Fire Protection District for Data Sharing, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

NOW, THEREFORE, **Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Intergovernmental Agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

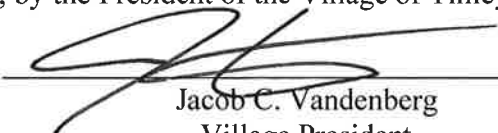
**ADOPTED** this 19<sup>th</sup> day of December, 2017, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:


**AYES:** Younker, Pannitto, Berg, Brady, Glotz, Mangin

**NAYS:** None

**ABSENT:** None

**APPROVED** this 19<sup>th</sup> day of December, 2017, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Jacob C. Vandenberg  
Village President

ATTEST:  
  
\_\_\_\_\_  
Kristin A. Thirion  
Village Clerk

**EXHIBIT 1**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF TINLEY PARK AND THE  
ORLAND FIRE PROTECTION DISTRICT  
FOR DATA SHARING**

## ATTACHMENT NUMBER 1

### GEOGRAPHIC INFORMATION SYSTEM DATA SET PRICE & DELIVERY SCHEDULE Village Government-Municipal Government

The provision of certain GIS data sets by the Village and District is at an annual cost of \$7,500.00 For municipalities that agree to provide certain GIS data sets to the Village and District, the annual cost of \$7,500.00 will be waived. In order to receive the Village or District data at no cost, the district and village must agree, at a minimum, to provide the following data sets to the Village:

- a) Property Address information
- b) Planimetry
- c) NFIRS Data or other digital data relating to calls
- d) Information on specific potential hazards
- e) Property/Parcel data

In order to receive the Village and District GIS data at no cost, the district and village must provide the above listed data sets in accordance with the same quarterly data distribution schedule maintained by the Village and District as shown below. In addition, both the Village and the district must enter into a written intergovernmental agreement that stipulates the data-sharing and distribution responsibilities of each party. This fee schedule is incorporated by reference as if fully stated in said aforementioned intergovernmental agreement.

#### Quarterly Data Update/Distribution Schedule

<u>Update Period</u>	<u>Distribution Period</u>
1 <sup>st</sup> Quarter January through March	May
2 <sup>nd</sup> Quarter April through June	August
3 <sup>rd</sup> Quarter July through September	November
4 <sup>th</sup> Quarter October through December	February

**DATA SHARING**  
**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE VILLAGE OF TINLEY PARK**  
**AND**  
**ORLAND FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement is made and entered into this 21st day of DECEMBER, 2017, by and between the VILLAGE OF TINLEY PARK, hereinafter referred to as the VILLIAGE, a body corporate and politic, with offices at 16350 Oak Park Ave, Tinley Park, Illinois, 60477 and the ORLAND FIRE PROTECTION DISTRICT hereinafter referred to as the DISTRICT, a municipal corporation with offices at 9788 W. 151th Street, Orland Park, IL 60462.

**RECITALS**

**WHEREAS**, the VILLAGE and the DISTRICT 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 Village and the District 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 Village and the District 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 Village and the District 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 Village and the District 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 1.0 Recitals Incorporated.**

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

**Section 2.0 Terms of This Agreement.**

2.1 This Agreement shall be in effect after its execution by the parties through (date) 2020 and shall be automatically renewed for successive one-year periods, without further written agreements.

**Section 3.0 Duties of the Village.**

3.1 The Village hereby provides the District with a data license to use certain specified data sets for the District and its one and one half mile planning district:

- a) Planimetry
- b) Geodetic Control/PLSS Survey
- c) Digital Ortho-Photography or Imagery not under exclusive license
- d) Digital Tax Maps in DWG format, Release 2000 or more recent or as Shapefiles
- e) Parcel/Assessment Data

**Section 4.0 Duties of the District.**

4.1 The District hereby provides the Village with a data license to use the following data sets:

- a) Property Address information
- b) Planimetry
- c) NFIRS Data or other digital data relating to calls
- d) Information on specific potential hazards
- e) Property/Parcel data

**Section 5.0 Distribution.**

5.1 Digital data will be provided to both parties on **CD Rom, Cloud Services or DVD media** in a format compatible with the Village's system.

**Section 6.0 Schedule.**

6.1 Both parties will deliver the data sets described in Sections 3 and 4 above in accordance with the Delivery Schedule attached hereto as Attachment Number 1.

**Section 7.0 Compensation.**

7.1 Both parties agree to provide digital information described in Sections 3 and 4 above to each other based on the attached Data Sharing Fee Schedule that is incorporated herein by reference as if fully set forth. If the District or Village is unable to meet the minimum requirements of the Fee Schedule, the District or Village agrees to remit to the Village the sum of \$7,500.00 annually. The first payment shall be made within thirty (30) days of the signing of this agreement to the Village of Will at the address found in Section 13.1. Subsequent annual payments shall be made on the anniversary of the date of the signing of this agreement.

**Section 8.0 Indemnification.**

8.1 Both parties agree 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 Villiage's or the District's use of the information described in Sections 3 and 4 above.

**Section 9.0 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 10.0 Confidentiality.**

10.1 With each transmission of data components, the District and the Village 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.

**Section 11.0 Protection of Proprietary Rights.**

11.1 Both parties agree that reproduction, transmission or redistribution of the data sets, described in Sections 3 and 4 above, outside of each party's organization is expressly forbidden. This does not include derived hard copy map products.

11.2 The only exception to the provisions of 11.1 is redistribution to consultants working directly for the District or Village, and then only, with written permission of both parties and for purposes related to work for the district or Village.

11.3 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.

**Section 12.0 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 13.0 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 or mailed by certified mail, return receipt requested, to the party's 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 VILLAGE**

Mayor Jacob Vandenberg  
Village of Tinley Park  
16250 S Oak Park Ave  
Tinley Park, Il 60477

**FOR THE DISTRICT**

Chief Michael Schofield  
Orland Fire Protection District  
9788 W. 151th Street  
Orland Park, IL 60462

**Section 14.0 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 15.0 Non Assignment.**

15.01 This Agreement shall not be assigned by either party.

**Section 16.0 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 12<sup>th</sup> Judicial Circuit, Will Village, Illinois.

**Section 17.0 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 have read and understand this agreement and intend to be bound by its terms.

**ORLAND FIRE**

**VILLAGE OF TINLEY PARK**

BY: Christophu Gray  
President

BY: [Signature]

ATTEST

ATTEST

BY: [Signature]  
Secretary

BY: [Signature]

Dated: 1-23-18

DATED THIS 19TH DAY OF DECEMBER, 2017.

STATE OF ILLINOIS        )  
COUNTY OF COOK        )        SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2017-R-057, “ **A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND THE ORLAND FIRE PROTECTION DISTRICT FOR DATA SHARING,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
VILLAGE CLERK