CLERK'S CERTIFICATE

I, PATRICK REA, the duly elected, qualified and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2015-R-027
RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEMS

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 21st day of July, 2015, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 21st day of July, 2015.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Seaman, Maher, Grady, Pannitto, Younker

NAYS: None

ABSENT: Vandenberg

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 21st day of July, 2015.

[Signature]

Village Clerk
VILLAGE OF TINLEY PARK

RESOLUTION NO. 2015-R-027

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEMS

WHEREAS, the Village of Tinley Park (the" Village") is a home rule municipal corporation acting under and pursuant to the Illinois Constitution and the laws of the State of Illinois, including the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "IMC"); and

WHEREAS, pursuant to its home rule powers and the IMC, the Village is granted all powers necessary to carry out its legislative purposes as to the general governance of the Village and its residents, including the development and use of property, the establishment and maintenance of basic infrastructure such as streets, water systems, sanitary and stormwater sewer systems, and the provision of public safety services; and

WHEREAS, in the performance of its general governmental responsibilities, the Village is constantly evaluating and accessing information regarding the physical and other attributes within the Village and adjacent to its boundaries; and

WHEREAS, the Cook County Assessor's Office has a geographic information system ("GIS") database that it is willing to make available to the Village at no cost; and

WHEREAS, GIS data sharing with the Cook County Assessor's Office will allow the Village to access GIS data from the Assessor that will facilitate the Village's decision-making process with respect to its management, provision, and maintenance of governmental services; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Village and the Cook County Assessor have negotiated an Agreement for Access to Geographic Information System in substantially the form attached to this Resolution as Exhibit A (the "Intergovernmental Agreement");

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Tinley Park, County of Cook and Will, State of Illinois, as follows:
Section 1: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Resolution.

Section 2: Approval of Intergovernmental Agreement. The Village Board of Trustees hereby approves the Intergovernmental Agreement in substantially the form attached; provided that Village Manager and Director of Public Works, in consultation with the Village Attorney, are authorized to finalize the Intergovernmental Agreement. Once finalized, the Village President or Village Manager is authorized to execute the Intergovernmental Agreement on behalf of the Village.

Section 3: Effective Date. This Resolution is effective upon its passage and approval in the manner provided by law.

PASSED THIS 21st DAY OF JULY, 2015.

AYES: SEAMAN, MAHER, GRADY, PANNITTO, YOUNKER

NAYS: NONE

ABSENT: VANDENBERG

APPROVED THIS 21st DAY OF JULY, 2015.

[Signature]
Acting Village Mayor

ATTEST:

[Signature]
Village Clerk
AGREEMENT
FOR ACCESS TO GEOGRAPHIC INFORMATION SYSTEM

This AGREEMENT is entered into as of the 21 day of July, 2015, by and between VILLAGE OF TINLEY PARK ("Agency") and the Cook County Assessor’s Office (the “CCAO”).

WITNESSETH:

WHEREAS, the CCAO has developed a Geographic Information System (the “GIS”) consisting of cadastral data, planimetric data, assessment data, property images, digital orthophotography (aerial photos) and other data (collectively, such images, photos and data, “Assessor Data”);

WHEREAS, portions of the GIS, and the related data dictionary, are copyrighted materials of the CCAO and/or Cook County of the State of Illinois (“Cook County”);

WHEREAS, some of the Assessor Data in the GIS is only available to the public and to commercial users for a fee, as permitted by law;

WHEREAS, Agency has requested access to and license to use the GIS for use in performing its official functions (as set forth below);

WHEREAS, the CCAO in the spirit of cooperation desires to make the GIS available, efficiently and without charge, to Agency for use in performing its official functions; and

WHEREAS, Agency acknowledges and agrees that access to the GIS and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the official functions of the Agency, and that any other use, alteration, sale, dissemination, lease or transfer of the GIS and/or Assessor Data by Agency, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. STATEMENT OF OFFICIAL PURPOSES; RESTRICTIONS ON USE.

For purposes of this Agreement, Agency represents and warrants as its official purpose for access to the GIS and Assessor Data as stated in Exhibit A and incorporated herein. Agency agrees that access to the
GIS and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its official purposes (as described in Exhibit A). Any other use of the GIS or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the GIS or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement. This Section shall survive the termination of this Agreement.

SECTION 3. INFORMATION PROVIDED.

The CCAO agrees to provide Agency access to the GIS and Assessor Data only upon the conditions and based upon the representations and warranties set forth in this Agreement. In order to obtain specific Assessor Data, Agency must request Assessor Data by filing the attached exhibits with the Department of Automation of the CCAO (each such request, an “Information Request”). Each Information Request is subject to approval of the CCAO.

SECTION 4. LIMITED LICENSE TO USE.

Subject to the provisions of this Agreement, the CCAO hereby grants to Agency a non-exclusive, non-transferable license to use the Assessor Data only as specifically provided for in this Agreement. Agency acknowledges that the title, copyright and all other rights to the GIS and Assessor Data remain with the CCAO and/or Cook County. Neither Agency nor any other authorized user shall have any right, title or interest in the GIS or Assessor Data except as expressly described herein. The CCAO reserves the right to withdraw from the GIS and/or Assessor Data any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable.

SECTION 5. TERM AND EXTENSION.

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of its intent not to renew the Agreement.

SECTION 6. DISCLAIMER OF WARRANTIES.

The GIS and the Assessor Data is provided “as is” without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use, rests solely on Agency and/or the requester. The CCAO and Cook County make no warranties, express or implied, as to the use of the GIS. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS AND/OR ASSESSOR DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR
PURPOSE. Agency acknowledges and accepts the limitations of the GIS and the Assessor Data, including the fact that the GIS and Assessor Data are dynamic and are in a constant state of maintenance, correction and update.

SECTION 7. LIMITATION OF LIABILITY.

AGENCY EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSIONS, HEIRS OR AssignS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO AGENCY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSIONS, HEIRS OR AssignS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL DATA OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CCAO UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS OR ASSESSOR DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS AND/OR ANY ASSESSOR DATA.

SECTION 8. AGENCY INDEMNIFICATION.

Agency agrees to hold harmless and indemnify the CCAO and Cook County, its commissioners, officers, agents, employees, representatives and affiliates, and their respective heirs, successors and assigns, from and against, and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit, claim, action or proceeding brought by any third party against the CCAO, Cook County or any commissioner, officer, agent, employee, representative or affiliate of the CCAO or Cook County arising out of or incident to the performance or nonperformance of this Agreement by CCAO, Cook County, Agency or any other entity. To the extent that the CCAO or Cook County incurs administrative expenses including attorneys' fees during Agency's defense of any claim, Agency shall reimburse the CCAO or Cook County, as appropriate, for all such expenses. The provisions of this Section shall survive the termination of this Agreement.

SECTION 9. APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and Agency each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 et seq. Both parties remain responsible under applicable law for performing all stated duties and responsibilities.
SECTION 10. CONFIDENTIALITY.

Agency acknowledges and agrees that information regarding this Agreement, and portions of the GIS and Assessor Data and other information disclosed hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Agency in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All such Assessor Data and the GIS shall be treated in confidential manner, except as otherwise expressly stated in a written document.

SECTION 11. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.

(b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as “including” and similar expressions shall not be read as words of limitation.

********

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

COOK COUNTY
ASSESSOR’S OFFICE

__________________________
Chief Deputy Assessor
Cook County Assessor’s Office

Signature: David G. Seaman
Print Name: David G. Seaman
Title: Acting Mayor
Agency Name: Village of Tinley Park
Telephone Number: 708-444-5000
Exhibit A: Statement of Official Purpose
Exhibit B: Assessment Data

[Agency] hereby requests access to assessment data in accordance with the Agreement, dated [date], between Agency and the Cook County Assessor’s Office (the "CCAQ").

The CCAO has developed a file of assessment data, which is maintained on the Cook County Mainframe. The CCAO will make the file of assessment data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. A data dictionary is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- [ ] Tax Codes: [Blank]
  [Blank]
  [Blank]

- [ ] Municipality: [Blank]
  [Blank]

- [ ] Permanent Index Number range: Attach additional sheet if necessary
  [Blank]
  [Blank]
  [Blank]

- [ ] Township: [Blank]

Requested by
Name: [Blank]
Signature: [Blank]
Date: [Blank]
Exhibit C: Property Images

[Text continues as per the image]
Exhibit D: Digital Orthophotography (Aerial Photos)

(“Agency”) hereby requests access to digital orthophotography (aerial photos) in accordance with the Agreement, dated __________, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of digital orthophotography (aerial photos). The computerized database of digital orthophotography for Cook County contains 4,486 tiles. The CCAO will make the computerized database of digital orthophotography available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The digital orthophotography will be provided in .tif or .sid format. In addition to the digital orthophotography, the CCAO will provide a shapefile containing an index of all the tiles for Cook County. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

☐ Municipality: __________________________________________

☐ Township: _____________________________________________

☐ Year 1998 Photos

☐ Year 2003 Photos

Requested by
Name: ___________________________________________  
Signature: ________________________________________  
Date: ________________________________________
Exhibit E: Planimetric data

(“Agency”) hereby requests access to planimetric data in accordance with the Agreement, dated ____________, between Agency and the Cook County Assessor’s Office (the “CCAQ”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of planimetric data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agreement. The planimetric data is maintained using ESRI’s ArcGIS software and is in a geodatabase format specific to ESRI’s product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- ☐ Permanent Index Number range: Attach additional sheet if necessary

  __________________________________________
  __________________________________________
  __________________________________________
  __________________________________________
  __________________________________________

- ☐ Municipality: __________________________

- ☐ Township: ____________________________

Requested by
Name: ___________________________________
Signature: _______________________________
Date: ________________________________
Exhibit F: Cadastral data

("Agency") hereby requests access to cadastral data in accordance with the Agreement, dated ____________, between Agency and the Cook County Assessor's Office (the "CCAO").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database consists of both planimetric data and cadastral data. The CCAO will make the computerized database of cadastral data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement. The cadastral data is maintained using ESRI's ArcGIS software and is in a geodatabase format specific to ESRI's product line. Metadata is available upon request.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

- Permanent Index Number range: Attach additional sheet if necessary
  ____________________________
  ____________________________
  ____________________________
  ____________________________
  ____________________________

- Municipality: ______________

- Township: ______________

Requested by
Name: _______________________
Signature: ____________________
Date: _________________________
Exhibit G: Digital Terrain data

[Agency] hereby requests access to digital terrain data in accordance with the Agreement, dated __________, between Agency and the Cook County Assessor’s Office (the "CCAQ").

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes digital terrain data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

☐ Municipality: ____________________________

☐ Township: ______________________________

Requested by
Name: ________________________________
Signature: _____________________________
Date: ________________________________
Exhibit H: Lidar data

[Agreement] hereby requests access to lidar data in accordance with the Agreement, dated [Date], between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes lidar data. The CCAO will make the computerized database of digital terrain data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

☐ Municipality: [Blank]

☐ Township: [Blank]

Requested by
Name: [Blank]
Signature: [Blank]
Date: [Blank]
Exhibit I: Oblique Aerial Imagery

(“Agency”) hereby requests access to oblique aerial imagery in accordance with the Agreement, dated ____________, between Agency and the Cook County Assessor’s Office (the “CCAO”).

The CCAO has developed a computerized database of geographic information system (GIS). This computerized database includes Oblique Aerial Imagery data. The CCAO will make the computerized database of Oblique Aerial Imagery data available to Agency, subject to the terms and restrictions and limitations as set forth in the Agency Agreement.

Agency requests assessment data based on the following geographic area (select area by completing one of the blanks below):

☐ Municipality: _____________________________

☐ Township: ________________________________

Requested by
Name: _________________________________
Signature: ____________________________
Date: _________________________________