

STATE OF ILLINOIS )

COUNTY OF COOK ) SS.

COUNTY OF WILL )

**CLERK'S CERTIFICATE**

I, **PATRICK E. REA**, the duly elected and qualified 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. 2017-R-002  
A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY  
PARK AND MABAS 24 FOR MUTUAL AID COMMUNICATION AND DISPATCHING  
SERVICES**

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 21 day of February, 2017, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 21 day of February, 2017.

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:** Maher, Grady, Pannitto, Vandenberg, Younker, Suggs

**NAYS:** None

**ABSENT:** None

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 21 day of February, 2017

  
Deputy Village Clerk

**RESOLUTION NO. 2017-R-002**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MABAS 24 FOR MUTUAL AID COMMUNICATION AND DISPATCHING SERVICES**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Agreement with the Mutual Aid Box Alarm Systems (MABAS) Division 24, a true and correct copy of such Mutual Aid Communication and Dispatching Services Agreement being attached hereto and made a part hereof as EXHIBIT 1; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

**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 "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 Agreement.

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

**ADOPTED** this 21 day of Feb., 2017, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:** Maher, Grady, Pannitto, Vandenberg, Younker, Suggs

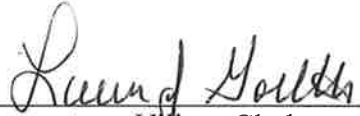
**NAYS:** None

**ABSENT:** None

**APPROVED** this 21 day of February, 2017, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President

**ATTEST:**

  
\_\_\_\_\_  
Deputy Village Clerk

**EXHIBIT 1**

**AGREEMENT BY AND BETWEEN THE Village of TINLEY PARK EMERGENCY MANAGEMENT AND 911 COMMUNICATIONS AND MUTUAL AID BOX ALARM SYSTEMS (MABAS) DIVISION 24 FOR THE PROVISION OF MUTAL AID COMMUNICATIONS AND DISPATCHING SERVICES**

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This Agreement is made and entered into this day of January, 2017, by and between Tinley Park Emergency Management and 911 Communications (“VILLAGE OF TINLEY PARK”), and Illinois Fire Protection District, and Mutual Aid Box Alarm System Division 24 (MABAS Division 24) consisting of the following member municipal Fire Departments: Burnham FD, Calumet City FD, Country Club Hills FD, Dolton FD, East Hazel Crest FD, Flossmoor FD, Glenwood FD, Harvey FD, Hazel Crest FD, Homewood FD, Lansing FD, Lynwood FD, Markham FD, Munster FD, Oak Forest FD, Phoenix FD, Riverdale FD, South Holland FD, Thornton FD, and Tinley Park FD.

WHEREAS, the Village of TINLEY PARK Emergency Management and 911 Communications is an Illinois accredited agency which provides and renders an emergency response communication and dispatch center equipped to handle regular, routine and emergency communications from the inhabitants of the VILLAGE OF TINLEY PARK requesting said services, as well as regular, routine and emergency communications to or dispatching of the VILLAGE OF TINLEY PARK’s emergency response personnel and equipment in response to those requests; and

WHEREAS, a Mutual Aid Box Alarm System (MABAS) is a definite and prearranged plan whereby response and assistance is provided to a MABAS member unit, which requests aid in the event of an emergency, by a MABAS member unit, which furnishes equipment, personnel and/or services in response to said request and in accordance with the MABAS system established and maintained by the member units; and

WHEREAS, MABAS Division 24 and its members are a mutual aid box alarm system which recognize and acknowledge that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual municipal Fire Department’s personnel and equipment to perform functions outside the territorial limits of said individual municipal Fire Department is desirable and necessary to preserve and protect the health, safety and welfare of the public, that the use of municipal Fire Department’s

personnel and equipment to perform functions within the territorial limits of another municipal Fire Department or Fire Protection District is desirable and necessary to preserve and protect the health, safety and welfare of the public, and that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid; and

WHEREAS, MABAS Division 24 desires to have the VILLAGE OF TINLEY PARK, through the VILLAGE OF TINLEY PARK's 911 Command Center, handle greater alarm communications from those members of MABAS Division 24, but also all communications to or dispatching of personnel and equipment of the other members of MABAS Division 24, but also all communications to or dispatching of personnel and equipment of the other members of MABAS Division 24 in response to those requests for mutual aid; and

WHEREAS, the VILLAGE OF TINLEY PARK desires to handle through the VILLAGE OF TINLEY PARK's 911 Command Center, greater alarm communications from those members of MABAS Division 24 requesting mutual aid from the other members of MABAS Division 24, but also all communications to or dispatching of personnel and equipment of the other member of MABAS Division 24 in response to those requests for mutual aid; and

WHEREAS, the VILLAGE OF TINLEY PARK and MABAS Division 24 have each determined that it is mutually beneficial to both entities to establish centralized mutual aid communications and dispatching services for greater alarms as such services can efficiently and economically serve the needs of both entities; and

WHEREAS, the VILLAGE OF TINLEY PARK and MABAS Division 24 desire to set forth herein the terms and conditions whereby the VILLAGE OF TINLEY PARK will provide mutual aid communications and dispatching services for greater alarms to MABAS Division 24 and its members; and

WHEREAS, the VILLAGE OF TINLEY PARK and MABAS Division 24 have duly authorized their respective presiding officers to enter into and execute this Agreement;

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the VILLAGE OF TINLEY PARK and MABAS Division 24 hereby agree as follows:

1. **Incorporation.** Each of the recitals set forth above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.

2. **Term/Duration.** This Agreement shall commence at 12:00 a.m. on March 1, 2017 for a 60 month term expiring at 11:59 p.m. on February 12, 2022, unless otherwise extended, amended or cancelled as fully set forth herein.

3. **Services.** The VILLAGE OF TINLEY PARK shall employ qualified telecommunications personnel to handle all communications from the members of MABAS Division 24 requesting mutual aid, as well as to communicate with or otherwise dispatch the other members of MABAS Division 24 in response to those requests for mutual aid.

a. The VILLAGE OF TINLEY PARK shall handle through its 911 Command Center all communications from the members of MABAS Division 24 requesting mutual aid, as well as all communications to or dispatching of personnel and equipment from the other members of MABAS Division 24 in response to those requests for mutual aid, as set forth in this Agreement.

b. The VILLAGE OF TINLEY PARK shall immediately communicate with or otherwise dispatch personnel and equipment from the other members of MABAS Division 24 upon receipt of any communications from any member of MABAS Division 24 requesting or otherwise seeking mutual aid from any other member of MABAS Division 24.

c. The VILLAGE OF TINLEY PARK shall make every effort to communicate with or otherwise dispatch only personnel and equipment from the members of MABAS Division 24 to properties located therein or any other MABAS division requesting assistance.

d. The VILLAGE OF TINLEY PARK shall provide the foregoing mutual aid communications and dispatching services to MABAS Division 24 and its members twenty four (24) hours a day for each and every day this Agreement is in effect.

e. To the extent permitted by law, any communication between the members of MABAS Division 24 and the VILLAGE OF TINLEY PARK shall be strictly confidential and shall be disclosed or otherwise made available only to the presiding officers of MABAS Division 24 or their designees.

f. If necessary, the VILLAGE OF TINLEY PARK will notify public utilities and specialty teams, such as Cause and Origin or Technical Rescue Teams, and greater alarms within MABAS Division 24.

g. If necessary, the VILLAGE OF TINLEY PARK will activate procedures for severe storms, sometimes known as red procedure or storm mode, in response to greater alarms within MABAS Division 24.

h. The VILLAGE OF TINLEY PARK will provide MABAS Division 24 and its members with a monthly call/run or activity report within seven (7) days after the conclusion of each month.

4. **Priority of Calls.** The VILLAGE OF TINLEY PARK will use its best efforts to provide mutual aid communications and dispatching services to the members of MABAS Division 24, but the VILLAGE OF TINLEY PARK will not be responsible for failure to provide mutual aid communications and dispatching services to the members of MABAS Division 24 due to the volume of emergency response communications handled by the VILLAGE OF TINLEY PARK 911 Command Center. MABAS Division 24 and its members recognize and acknowledge that the VILLAGE OF TINLEY PARK 911 Command Center provides emergency response communications and dispatching services for the inhabitants of the VILLAGE OF TINLEY PARK as well as to the emergency response personnel and equipment of the VILLAGE OF TINLEY PARK, for the inhabitants of other units of local government, as well as the emergency response personnel and equipment of those other units of local government, for MABAS Division 24 and



its members and for other MABAS divisions and their members. As such, the VILLAGE OF TINLEY PARK alone will determine the priority of communications to and from its 911 Command Center in a manner that is neither arbitrary nor otherwise capricious.

In light of the foregoing, MABAS Division 24 assumes the responsibility for and agrees to have a backup or alternate MABAS dispatch center in the event that the VILLAGE OF TINLEY PARK emergency response and communications dispatch center is unable to provide mutual aid communications and dispatch services to the members of MABAS Division 24.

5. **Equipment and Information.**

a. The VILLAGE OF TINLEY PARK will maintain an emergency response communications or dispatch center or system to provide MABAS Division 24 and its members with the mutual aid services required by this Agreement.

b. The VILLAGE OF TINLEY PARK will also maintain an emergency generator capable of supplying backup electrical power.

c. At each location within MABAS Division 24 served by the VILLAGE OF TINLEY PARK 911 Command Center, MABAS Division 24 and its members shall maintain, at its cost and expense, A Remote Base Station and either a Communications Phone Line or wireless link, all of which must be approved by the VILLAGE OF TINLEY PARK. In addition, MABAS Division 24 and its members will maintain, at its cost and expense, at the VILLAGE OF TINLEY PARK 911 Command Center, a Remote Base Station and Communications Phone Line which are the property of MABAS Division 24 and its members. The VILLAGE OF TINLEY PARK may request certain upgrades to radio equipment to cover MABAS Division 24, including but not limited to, adding a private line to the main fire band, additional monitoring of other radio frequencies if requested by MABAS Division 24 or required by the policies.

d. MABAS Division 24 and its members will maintain at its cost and expense, all radio equipment and telephone lines needed to effectively handle all communications in and out of each location within MABAS Division 24.

e. MABAS Division 24 and its members are responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof. In the event that the VILLAGE OF TINLEY PARK or its agent or contractor maintains or repairs any equipment owned by MABAS Division 24 and its members, the VILLAGE OF TINLEY PARK shall send MABAS Division 24 and its members an invoice for said maintenance or repair service within thirty (30) days thereof.

f. Upon execution of this Agreement, MABAS Division 24 and its members shall provide the VILLAGE OF TINLEY PARK with maps listing streets and properties located therein and shall provide the VILLAGE OF TINLEY PARK with monthly updates to said maps regarding the streets and properties located therein as those dates occur. In addition, MABAS Division 24 and its members shall provide the Village of Tinley Park with monthly notification lists for specialty teams, including phone and pager numbers, as well as monthly updates and changes to box cards, department vehicle listings and changes in ranks.

6. **Damage to Equipment.** The VILLAGE OF TINLEY PARK will use its best efforts to provide mutual aid communications and dispatching services to MABAS Division 24 and its members but the VILLAGE OF TINLEY PARK will not be responsible for failure to provide mutual aid communications and dispatching services to MABAS Division 24 and its members due to damage to the VILLAGE OF TINLEY PARK's 911 Command Center, system and/or equipment caused by acts of sabotage, vandalism, natural disasters or acts of God.

7. **Approvals.** MABAS Division 24 and its members will secure and maintain appropriate approvals from the FCC and reflect the VILLAGE OF TINLEY PARK 911 Command Center as its dispatching location. MABAS Division 24 and its members will also secure and maintain appropriate approvals which may be required by any mutual aid or emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

8. **Training and Compliance.** MABAS Division 24 and its members shall, at its cost, cause its officers to participate in any training classes required by the VILLAGE OF TINLEY

PARK 911 Command Center and to comply with the VILLAGE OF TINLEY PARK's 911 Command Center's procedures, rules and regulations.

9. **Payment.** MABAS Division 24 and its members will pay the VILLAGE OF TINLEY PARK on a monthly basis Four-Hundred and Sixteen Dollars and 66 cents (\$416.66) or an annual payment of Five-Thousand Dollars (\$5,000.00). Additionally, a fee of thirty – five dollars (\$35.00) per initial box alarm call with a twenty-five dollar (\$25.00) fee charged for additional alarm calls would be charged to MABAS 24. A yearly increase of 8% starting in year 2 through year five will apply to all payments (**See Exhibit "A"**).

10. **Payment Terms.** If MABAS Division 24 chooses to pay monthly instead of annually, MABAS Division 24 will pay monthly invoices in full within thirty (30) days of issuance thereof. In the event that MABAS Division 24 fails to pay the VILLAGE OF TINLEY PARK in full within thirty (30) days of issuance of any monthly invoice, MABAS Division 24 will pay the delinquent amount to the VILLAGE OF TINLEY PARK in full, plus a ten percent (10%) penalty based on the total delinquent amount, within forty-five (45) days of the issuance of the monthly invoice. In the event that MABAS Division 24 fails to pay the delinquent amount to the VILLAGE OF TINLEY PARK in full plus the ten percent (10%) penalty within forty-five days of the issuance of a monthly invoice, this Agreement may be immediately cancelled or otherwise terminated by the VILLAGE OF TINLEY PARK in writing without ninety (90) days' notice as otherwise required herein.

11. **MABAS Division 24 Costs.** MABAS Division 24 shall be responsible for its own local costs necessary to access the VILLAGE OF TINLEY PARK 911 Command Center, including any telephonic charges, and any initial non-recurring charges such as license fees.

12. **Insurance.** During the term or duration of this Agreement, MABAS Division 24 shall maintain, at its costs, comprehensive general liability insurance providing coverage for bodily injury, including death, and property damage in an amount not less than one-million dollars (\$1,000,000) per occurrence and three-million (\$3,000,000) aggregate with an insurance company acceptable to the VILLAGE OF TINLEY PARK. MABAS Division 24 shall also provide and maintain, at its cost, excess or umbrella insurance providing coverage for bodily injury,

including death, and property damage in an amount not less than two-million dollars (\$2,000,000) with an insurance company acceptable to the VILLAGE OF TINLEY PARK. MABAS Division 24 shall name the Village of Tinley Park and its trustees, collectively and individually, officers, members, employees, and/or agents as additional insured on the foregoing policies of insurance. Such insurance coverage shall specifically protect both MABAS Division 24 and the VILLAGE OF TINLEY PARK from bodily injury, including death, and property damage claims which may arise out of either the provision of mutual aid communications and dispatching services or the failure to provide such services. The foregoing policies of insurance shall provide that coverage, will neither be cancelled nor reduced without thirty (30) days prior written notice to the VILLAGE OF TINLEY PARK. MABAS Division 24 shall provide the VILLAGE OF TINLEY PARK with certificates of insurance for the foregoing policies of insurance as well as the additional insured endorsements naming the VILLAGE OF TINLEY PARK and its trustees, collectively and individually, officers, members, employees and/or agents as additional insured within thirty (30) days of the execution of this Agreement and/or upon annual renewal or replacement of said insurance. In the event that MABAS Division 24 fails to obtain the foregoing insurance coverage, fails to name the Village of Tinley Park and its trustees, officers, members, employees and/or agents as additional insured or fails to provide the Village of Tinley Park with the foregoing certificate of insurance and foregoing additional insured endorsements within thirty (30) days of the execution of this Agreement, and/or upon annual renewal or replacement of said insurance, this Agreement may be immediately cancelled or otherwise terminated by the VILLAGE OF TINLEY PARK in writing without ninety (90) days' notice.

13. **Cooperative Efforts.** The parties agree to work in good faith to mutually resolve any problem occurring or arising out of the operation of this Agreement. To this end, the presiding officers of MABAS Division 24 or their designees shall attend any meeting of the VILLAGE OF TINLEY PARK/MABAS Mutual Aid Communications and Dispatch Center Advisory Board which may be established and called by the VILLAGE OF TINLEY PARK Communications Director.

14. **Extension.** This Agreement may be extended only by mutually written agreement by and between the VILLAGE OF TINLEY PARK and MABAS Division 24 after prior written notice served upon the other party.

15. **Amendment/Change.** This Agreement may be amended or otherwise changed only by mutual written agreement by and between the VILLAGE OF TINLEY PARK and MABAS Division 24 after prior written notice served upon the other party.

16. **Cancellation/Termination and Cancellation/Termination Fee/Penalty.** Except as otherwise provided herein, this Agreement may be cancelled or otherwise terminated by either party upon ninety (90) days prior written notice served upon the other party.

17. **Assignment /Transfer.** This Agreement may not be assigned or transferred by either the VILLAGE OF TINLEY PARK or MABAS Division 24 without the prior written consent of the other party.

18. **Notice.** Any notice required by this Agreement shall be in writing, shall be properly addressed and shall be personally served or sent via certified mail, return receipt requested, proper postage pre-paid. If sent via certified mail, service of such written notice shall be considered to have occurred upon deposit of said properly addressed, written notice with the United States Postal Service.

Said notice shall be served upon the VILLAGE OF TINLEY PARK at the following address:

*Tinley Park Emergency Management and 911 Communications  
Attn: Pat Carr - Director  
17355 S. 68<sup>th</sup> Ct.  
Tinley Park, IL 60477*

Said notice shall be served upon MABAS Division 24 at the following address:

*MABAS Division 24  
ATTN: Division President  
2800 Flossmoor Road  
Flossmoor, IL 60422*

19. **Waiver.** MABAS Division 24 hereby waives all claims or actions against the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, employees and/or agents for any injury, death, damage or loss to person or property relating in any way to or otherwise arising out of this Agreement or the mutual aid communications and dispatching services provided herby, including, but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.) as well as any action alleging improper selection, installation or maintenance of the VILLAGE OF TINLEY PARK's emergency response communications and dispatch system and equipment, unless the VILLAGE OF TINLEY PARK acted willfully or wantonly.

20. **Hold Harmless.** MABAS Division 24 hereby agrees, at its sole cost and expense, to unconditionally indemnify and defend, the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, members, employees and agents against any loss, liability, damage, whether direct or consequential, expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' and experts' fees and disbursements and court costs (collectively, the "Liabilities"), relating in any way or otherwise arising out of this Agreement or the mutual aid communications and dispatching services provided hereby, or any other Liabilities which may be incurred by or asserted against the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, members, employees and agents, unless the VILLAGE OF TINLEY PARK acted willfully or wantonly.

21. **Assumption of Liability.** MABAS Division 24 hereby assumes all liability for any injury, death, damage or loss to person or property relating in any way to or otherwise arising out of this Agreement or the mutual aid communications and dispatching services provided herby and undertaken by the VILLAGE OF TINLEY PARK hereunder, unless the VILLAGE OF TINLEY PARK acted willfully or wantonly.

22. **Indemnification.** MABAS Division 24 hereby agrees, at its sole cost and expense, to unconditionally indemnify and defend, the Village of Tinley Park and/or its trustees, collectively or individually, officers, members, employees and agents against any loss, liability, damage, whether direct or consequential, expenses, claims, penalties, fines, injunctions, suits,

proceedings, disbursements or expenses, including, without limitation, attorneys' and experts' fees and disbursements and court costs (collectively the "Liabilities"), relating in any way to or otherwise arising out of this Agreement or the mutual aid communications and dispatching services provided hereby, or any other Liabilities which may be incurred by or asserted against the Village of Tinley Park and/or its trustees, collectively or individually, officers, members, employees and agents, unless the Village of Tinley Park acted willfully or wantonly.

MABAS Division 24 shall assume the expense of defending all suits, claims, administrative proceedings and disputes of any description and kind with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement, unless the Village of Tinley Park acted willfully or wantonly. In the event that the Village of Tinley Park and/or its trustees, collectively or individually, officers, members, employees and/or agents are named as a defendant or defendants in any lawsuit, proceeding or claim arising out of the matters to be indemnified under this Agreement, and to the extent that the insurance company or companies insuring MABAS Division 24 (on whose policies the Village of Tinley Park is to be named as an additional insured as set forth in this Agreement) does not provide the Village of Tinley Park and/or its trustees, collectively or individually, officers, employees, members and/or agents with a complete defense to all the claims made or Counts asserted, or if the insurance company or companies defend(s) the Village of Tinley Park and/or its trustees, collectively or individually, officers, members, employees, and/or agents under a reservation of right or otherwise places a limitation on its coverage for the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, members, employees and/or agents, or if a claim is made for more than the policy limits of said policy or policies of insurance, then the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, members, employees and/or agents shall have the right to participate in the defense of the lawsuit, proceeding or claim, and MABAS Division 24 shall have the right to choose, after consulting with the VILLAGE OF TINLEY PARK, the attorney or attorneys to represent the VILLAGE OF TINLEY PARK in said lawsuit, and the costs, expenses and fees associated with said attorney or attorneys in relation to said lawsuit shall be paid by MABAS Division 24 pursuant to the indemnification provisions herein. The decision of counsel chosen by MABAS 24 shall be

final. MABAS Division 24 shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlement arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the VILLAGE OF TINLEY PARK in its sole discretion may file suit against MABAS Division 24 to compel such payment. MABAS Division 24 also agrees that it will not settle or compromise such action, suit or proceeding without the VILLAGE OF TINLEY PARK's prior written consent, which consent shall not be unreasonably withheld.

The insurance coverage obligations of MABAS Division 24 as set forth this Agreement shall remain in full force and shall not be impaired by the expiration, termination or cancellation of this Agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding relating in any way to or otherwise arising out of: (1) this Agreement or the mutual aid, communications and dispatching services provided hereby; and (2) the indemnification described herein; (3) enforcement of the indemnification described herein; or (4) enforcement of the indemnification or obligations hereunder, the VILLAGE OF TINLEY PARK shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder, and all Liabilities arising from such service shall be payable by MABAS Division 24 within thirty (30) days of demand.

Notwithstanding the foregoing, nothing in this paragraph or Agreement should be construed as an effort by the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, members, employees and/or agents to be indemnified for liability to the extent not permitted by law.

23. **Enforcement.**

a. Every obligation assumed or imposed upon MABAS Division 24 by this Agreement shall be enforceable by the VILLAGE OF TINLEY PARK by appropriate action or proceeding, and the VILLAGE OF TINLEY PARK may have and pursue any and all remedies provided by law or equity for the enforcement of such action.



b. Failure on the part of the VILLAGE OF TINLEY PARK in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its willful and wanton failure to provide mutual aid communications and dispatching services without just cause, shall not release MABAS Division 24 from making any payment to the VILLAGE OF TINLEY PARK or fully performing any other obligation required of it under this Agreement. MABAS Division 24 may have and pursue any and all remedies provided by law or equity from compelling performance by the VILLAGE OF TINLEY PARK of said obligation assumed or imposed upon the VILLAGE OF TINLEY PARK.

24. **Governing Law and Choice of Venue.** The VILLAGE OF TINLEY PARK and MABAS Division 24 hereby agree that any disputes between the VILLAGE OF TINLEY PARK and MABAS Division 24 only, and relating in any way to or otherwise arising out of this Agreement shall be governed by the laws of the State of Illinois, and shall be adjudicated, if necessary, in the Circuit Court of Cook County, Illinois.

25. **Entire Agreement.** This Agreement represents the entire Agreement between the Village of Tinley Park and MABAS Division 24 and supersedes all prior negotiations, agreements, resolutions, motions or parts of agreements. Resolutions or motions in conflict with any portion of this Agreement are hereby repealed. This Agreement and any amendments, changes, modifications or additions hereto shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, partners and/or legal representatives of the VILLAGE OF TINLEY PARK and MABAS Division 24. This Agreement shall be executed in two (2) counterparts each of which shall be deemed an original but both of which shall constitute one and the same agreement.

26. **Severability.** In the event that any section, paragraph or provision of this Agreement is invalid or unenforceable for any reason, the invalid or unenforceable section, paragraph or provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, pursuant to the authority vested in each according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities

**“Exhibit A”**

**MABAS 24 Payments to the Village of Tinley Park**


<u>Year</u>	<u>Monthly Charge</u>	<u>Annual Charge</u>
1. 03/01/2017 – 02/28/2018	\$416.66	\$5000.00
2. 03/01/2018 – 02/28/2019	\$450.00	\$5400.00
3. 03/01/2019 – 02/28/2020	\$486.00	\$5832.00
4. 03/01/2020 – 02/28/2021	\$524.88	\$6298.56
5. 03/01/2021 – 02/28/2022	\$566.87	\$6802.44

respectively, have hereunto caused this Agreement to be signed by its duly authorized offices and the corporate seals to be properly affixed thereto.

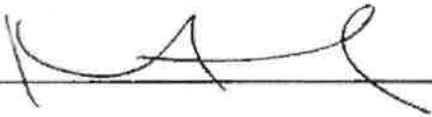
DATED this 21 day of February, 2017.

**Village of Tinley Park, Illinois**

By:   
Its President

ATTEST:  
  
Its Secretary

**MUTUAL AID BOX ALARM SYSTEM (MABAS) DIVISION 24**

By:   
Its: PRESIDENT - MABAS 24

ATTEST:  
  
\_\_\_\_\_  
Its \_\_\_\_\_