

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this 17, day of October, 2023 by and between the Village of Orland Park (hereinafter referred to as "ORLAND PARK"), the Village of Tinley Park (hereinafter referred to as "TINLEY PARK"), and the Township of Orland (hereinafter referred to as "ORLAND TOWNSHIP"), (collectively, the "PARTIES" and individually, a "PARTY").

RECITALS

WHEREAS, in order to promote the public health, safety and welfare and in order to advance the public good by bringing economic opportunities to local residents, the PARTIES have determined to conduct a single one-day public safety forum (hereinafter referred to as PUBLIC SAFETY FORUM) and a single one-day job fair event (hereinafter referred to as JOB FAIR); and

WHEREAS, the PARTIES have secured the JOB FAIR date of January 11, 2024 and location (the Orland Park Civic Center); and

WHEREAS, the PARTIES have secured the PUBLIC SAFETY FORUM date of December 12, 2023 and location (the Orland Park Civic Center); and

WHEREAS, the PARTIES will jointly host and promote the PUBLIC SAFETY FORUM and JOB FAIR EVENT (collectively referred to as EVENTS or individually as an EVENT) as outlined herein; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the PARTIES agree that:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated herein by reference as though fully set forth.

2. **TERM OF THIS AGREEMENT.** This agreement shall be in effect from the date set forth above through the duration of the last occurring EVENT. This agreement may be terminated by any PARTY by thirty (30) days written notice prior to an EVENT.

3. **EVENT DATE AND HOURS.** The PUBLIC SAFETY FORUM shall be conducted on December 12, 2023. The hours for this EVENT will be promoted as 7:00 p.m. to 8:30 p.m. The JOB FAIR shall be conducted on January 11, 2024. The hours for this EVENT will be promoted as 11:30 a.m. to 2 p.m., with a first half hour from 11:00 a.m. to 11:30 a.m. open exclusively to Veterans.

4. **EVENTS LOCATION.** The EVENTS will be held at the Orland Park Civic Center. The Civic Center building will be made available for staff and volunteers for set-up and break-down of the PUBLIC SAFETY FORUM from 6:00 p.m. to 9:30 p.m. and the JOB FAIR from 10:00 a.m. to 3:00 p.m. There is no cost for the rental of the EVENTS location.

5. **MARKETING AND COMMUNICATION.** The ORLAND PARK Marketing and Communications Department will set-up and manage a website, www.swjobfair.com. The PUBLIC SAFETY FORUM will be marketed as the “Public Safety Forum presented by the Village of Orland Park, Village of Tinley Park, Orland Township, and Cook County Commissioner Sean M. Morrison.” The JOB FAIR will be marketed as the “Southwest Job Fair presented by the Village of Orland Park, Village of Tinley Park, Orland Township, and Cook County Commissioner Sean M. Morrison.” Orland Park will share Dropbox links so that all PARTIES can access consistent branding.

6. **EVENTS ELEMENTS.** The JOB FAIR shall include tables for recruiters and employers, career coaches, mock interviews, resume consultants, headshots, and refreshments. Attendance incentives may include e-gift cards for early attendees, and a raffle sponsored by employers. The PARTIES will equally share in any costs to promote the EVENTS including incentives, raffle and refreshment costs.

7. **INDEMNIFICATION.** As a material inducement for the PARTIES to enter into this agreement, each PARTY to this Agreement agrees to defend, indemnify, hold harmless and covenant not to sue each other PARTY and its/their former, current, and future officers, appointed and elected officials, President, Trustees, employees, agents, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, and engineers (the “Party Affiliates”) from and against any and all claims, actions, lawsuits, causes of action of any kind, property damages, economic and non-economic damages, losses, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally (collectively, the “Liabilities”), in any way arising out of or in consequence of this agreement and/or the EVENTS, or any other Liabilities which may be incurred by or asserted against the PARTIES and/or PARTY Affiliates directly or indirectly resulting from the use of each PARTY’s property, equipment and facilities. In the event that a PARTY or any of the Party Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this agreement, that PARTY and/or any of the Party Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by the indemnifying PARTIES pursuant to the indemnification provisions herein. An indemnifying PARTY 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 settlements arising out of the matters to be indemnified under this agreement. In the event that such payment is not made, the PARTY or any PARTY Affiliate, at their sole discretion, may proceed to file suit against the INDEMNIFYING PARTY to compel such payment. All indemnifying PARTIES also agree that they will not settle or compromise any action, suit or proceeding without the INDEMNIFIED PARTY’s prior written consent, which consent shall not be unreasonably withheld.

The obligations of the PARTIES under this section shall remain in full force and shall not be impaired by the expiration or early termination of this agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding in any way relating to this agreement, and the indemnification described herein, or to enforce the indemnification described herein, or to enforce

the indemnification or obligations hereunder, any PARTY 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 the Indemnifying Party within 30 days of demand.

Notwithstanding the foregoing, nothing in this section or agreement should be construed as an effort on or by any PARTY to be indemnified for liability to the extent not permitted by law.

8. **ASSIGNMENT.** The PARTIES shall not assign, transfer, or convey this agreement and its obligations hereunder to any person or entity, without the written consent of the corporate authorities of all PARTIES to this Agreement, which may be withheld.

9. **GOVERNMENTAL REGULATIONS:** All PARTIES shall comply with all applicable requirements of federal, state, county and local regulatory authorities.

10. **EXECUTION:** This agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same agreement.

11. **ENTIRETY OF AGREEMENT:** This agreement contains the entire understanding between the PARTIES concerning the EVENT and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this agreement. 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. No oral modification, amendment, or change shall be allowed to this agreement. Any modification, amendment, or change hereto shall be in writing and approved by all PARTIES.

12. **NO DUTY TO THIRD PARTIES:** This agreement is entered into solely for the benefit of the contracting PARTIES, and nothing in this agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of any PARTY, and/or any of their respective officials, officers and/or employees. No claim as a third-party beneficiary under this agreement by any person, firm, or corporation shall be made, or be valid, against another PARTY to this agreement.

13. **AUTHORITY:** The PARTIES represent and warrant to each other that they have the authority to enter into this agreement and perform their obligations hereunder.

14. **INTERPRETATION.** This agreement shall be construed without regard to the identity of the PARTY who drafted the various provisions of this agreement. Moreover, each and every provision of this agreement shall be construed as though the PARTIES to this agreement participated equally in the drafting of this agreement. As a result of the foregoing, any rule or

construction that a document is to be construed against the drafting PARTY shall not be applicable to this agreement.

15. **DISCLAIMER OF RELATIONSHIP**: Nothing contained in this agreement, nor any act of the PARTIES shall be deemed or construed by either of the PARTIES hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the PARTIES.

16. **ENFORCEABILITY** If any provision of this agreement, or any section, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this agreement shall be construed as if such invalid part were never included and this agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the PARTIES.

17. **NO WAIVER OF TORT IMMUNITY DEFENSES**. Nothing contained in any provision of this agreement is intended to constitute nor shall constitute a waiver of the defenses available to a PARTY under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, as the same may be amended from time to time, with respect to claims by third parties.

18. **CAPTIONS**: The captions at the beginning of the several sections, respectively, are for convenience in locating the context, but are not part of the context

THE PARTIES TO THIS AGREEMENT by their signature acknowledge they have read and understand this agreement and intend to be bound by its terms.

IN WITNESS WHEREOF, the PARTIES have entered into this Agreement as of the 24th day of October, 2023.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Keith Pekau
on 2023-10-23 23:15:52 GMT

Its: Village President

ORLAND TOWNSHIP

By: E-SIGNED by Lindsay Trost
on 2023-10-24 13:24:52 GMT

Its: Executive Administrator

VILLAGE OF TINLEY PARK

By: Michael W. Goff

Its: Village President