Ordinance # 2010-4

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM

Passed by the Village *Board of Trustees on May 13, 2010*

Published in Pamphlet Form
by Authority of the
President and *Board of Trustees*

Village of Indian Head Park

COOK COUNTY, ILLINOIS

I hereby certify that this document
was properly published in pamphlet
form on May 13, 2010.

Joseph V. Consolo
Village Clerk

ORDINANCE NO. 2010-4

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM

WHEREAS, by granting a natural gas franchise to Nicor Gas (the "*Utility*"), the Village of Indian Head Park, makes natural gas and related facilities and utilities available to the Village's residents, businesses, and land owners; and

WHEREAS, the Village of Indian Head Park's current franchise agreement with the Utility expired on November 4, 2009 (the "*Existing Franchise Agreement*"); and

WHEREAS, the Existing Franchise Agreement provides the terms and conditions under which the Utility utilizes the Village of Indian Head Park public rights-of-way in the provision of natural gas; and

WHEREAS, it is in the best interests of the *Village* and its residents, businesses, and land owners to negotiate and enter into a new franchise agreement with the Utility that includes all of the standard and necessary terms, provisions, and protections, plus modern provisions and protections such as energy efficiency provisions that require not only levels of efficiencies on the part of utilities, but also energy audits and other conservation-related services from the Utility; and

WHEREAS, a number of northern Illinois municipalities plan to create a consortium of participating municipalities to cooperate and jointly prepare and negotiate a model franchise agreement for natural gas with the Utility and with other utilities that serve these northern Illinois municipalities; and

WHEREAS, participating in this joint effort will give the *Village* greater negotiating power with the natural gas utilities and will reduce the cost to the *Village* of drafting, negotiating, and finalizing a new gas franchise agreement; and

WHEREAS, a steering committee of the participating municipalities has prepared an intergovernmental agreement that will establish the "Northern Illinois Municipal Natural Gas Franchise Consortium" (the "*Consortium*") for the purpose of preparing and negotiating a model franchise agreement for natural gas utilities; and

WHEREAS, the Corporate Authorities of the *Village* have determined that it is in the best interests of the *Village* to approve and authorize the execution of the intergovernmental agreement and become a member of the Consortium pursuant to the terms of the agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE *PRESIDENT* AND *BOARD OF TRUSTEES* OF THE *VILLAGE* OF INDIAN HEAD PARK, COUNTY, ILLINOIS, as follows:

Section 1. Recitals.

The foregoing recitals are incorporated into this Ordinance as the findings of the *Board of Trustees* of the Village of Indian Head Park.

Section 2. Approval of Intergovernmental Agreement.

The "Intergovernmental Agreement Establishing the Northern Illinois Municipal Natural Gas Franchise Consortium," in form and substance substantially the same as Exhibit A to this Ordinance (the "*Intergovernmental Agreement*"), is hereby approved.

Section 3. Authorization to Execute the Agreement.

The Village President and the Village Clerk are authorized and directed to execute and attest the Intergovernmental Agreement on behalf of the Village of Indian Head Park.

Section 4. Effective Date.

This Ordinance shall be effective following passage by the *Board of Trustees* of the *Village of Indian Head Park* in the manner required by law.

PASSED this 13th day of May, 2010, by vote of the *Board of Trustees* of the Village of Indian Head Park, as follows:

AYES: **Anselmo, Bailey,Bermier, Coleman, Schnaufer, Walsh**

NAYS: **None**

ABSENT: **None**

APPROVED this 13th day of May, 2010.

Richard S. Andrews, Village President
Village of Indian Head Park

ATTEST:

Joseph V. Consolo, Village Clerk
Village of Indian Head Park
8936297_v1

Exhibit A

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM

Entered Into By Various Illinois Municipalities

as of

May 13, 2010

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of May 13, 2010, (the "***Effective Date***") by each of the Illinois home rule and non home rule municipalities that (i) have executed a signature page confirming that they are parties to this Agreement as of the Effective Date and (ii) have paid the initial $500 contribution required under Paragraph 5.A.3 of this Agreement (individually the "***Parties***" and collectively the "***Consortium***," with each Party automatically a "***Member***" of the Consortium only for so long as the Member is a Party to this Agreement):

W I T N E S S E T H:

WHEREAS, Illinois municipalities make natural gas and related facilities and utilities available to the residents, businesses, and land owners within their respective corporate boundaries by granting franchises to natural gas utilities; and

WHEREAS, natural gas franchise agreements provide the terms and conditions under which gas utility companies may utilize public rights-of-way in the provision of natural gas; and

WHEREAS, natural gas franchise agreements ordinarily have lengthy terms of years and contain numerous important fiscal and regulatory requirements regarding, for example, rights-of-way standards, municipal compensation, customer service standards, equipment maintenance and capital commitments, and emergency response and preparedness; and

WHEREAS, the terms of many existing natural gas franchise agreements for many Illinois municipalities have expired or will expire in the near future; and

WHEREAS, new natural gas franchise agreements should include modern provisions and protections for Illinois municipalities and their constituents and significant energy efficiency provisions that require not only levels of efficiencies on the part of the utilities, but also energy audits and other conservation-related services from utilities; and

WHEREAS, the Parties have individually and collectively determined that it is appropriate and in each of their best interests to jointly develop and negotiate a model franchise agreement for natural gas utilities; and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them under Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Action, 5 ILCS 220/1 *et seq.*; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; and other applicable authority, including without limitation the home rule powers of various Consortium Members; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues effecting this matter, each of the Parties has determined that it is in the best interests of its residents and the general public welfare that this Agreement be executed and implemented by all of the Parties; and

WHEREAS, each of the initial Parties to this Agreement (the "***Founding Parties***") has approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities, which approval is evidenced by the signature page of the Party attached to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and pursuant to all applicable statutes and local ordinances noted above, all of the Parties enter into the following:

SECTION 1. RECITALS

The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

SECTION 2. PURPOSE

This Agreement is made for the purpose of establishing the Northern Illinois Municipal Natural Gas Franchise Consortium and endowing it with all of the authority, powers, and resources necessary and convenient to allow the Parties jointly to most effectively and efficiently address common and necessary issues related to the establishment of a model franchise agreement for natural gas utilities. This Agreement is further intended to allow the Parties to jointly seek any available local, state, and federal funds and other resources to assist in addressing the natural gas utility issues identified by the Parties as necessary, and being appropriate for, the joint action of the Parties.

SECTION 3. ESTABLISHMENT AND ORGANIZATION

A. Formation of Consortium. By this Agreement, the Parties establish the Northern Illinois Municipal Natural Gas Franchise Consortium. The Consortium shall act in the manner set forth in this Agreement in furtherance of the preparation and negotiation of a model natural gas utility franchise agreement.

B. Membership and Member Representatives. Each Party is a Member of the Consortium. As such, each Party must designate as its representative on the Consortium (the "***Member Representative***") either (i) the Member's chief administrative officer or the chief administrator officer's duly authorized representative or (ii) if the Member does not have a chief administrative officer, then the Member's mayor or president or the mayor's or president's duly authorized representative. Each Member Representative shall operate and act with respect to Consortium affairs and actions only pursuant to action duly authorized by the Member Representative's corporate authorities.

C. Steering Committee Governance. The Consortium shall be managed and operated by a Steering Committee comprised of Member Representatives from the Parties as determined pursuant to this Subsection.

1. Councils of Government. The municipalities that are Parties to this Agreement are members of various councils of government each separately established, organized, and managed under Illinois law to provide joint planning and intergovernmental cooperation among their respective members. The councils of government represented by the Members of the Consortium are listed in ***Exhibit A*** to this Agreement ("***Consortium COGs***").

2. Selection of Steering Committee Members.

(a) COG Appointments. Each Consortium COG will appoint from among its municipalities Consortium Members to serve on the Steering Committee. Appointments to, and the length of service on, the Steering Committee will be at the discretion of the appointing Consortium COG. Only COG members that are Parties to this Agreement may have a Member Representative sit on the Steering Committee.

(b) Allotment of Appointments. The number of Steering Committee appointments for each Consortium COG will be based on the number of members of a COG that are Parties to this Agreement. A COG with 10 or fewer Parties to this Agreement will have one appointment to the Steering Committee; a COG with at least 11 but no more than 20 Parties to this Agreement will have two appointments to the Steering Committee; and a COG with more than 20 Parties to this Agreement will have three appointments to the Steering Committee. A Party will be counted in the total for each Consortium COG of which that Party is a member.

(c) Initial Steering Committee Composition and Roster. Based on the Founding Parties, the Steering Committee will initially have sixteen (16) members. The specific composition of the Committee and the distribution of its members and appointments among the Consortium COGs is set forth in ***Exhibit B*** to this Agreement ("***Steering Committee Roster***").

(d) Adjustments. On a yearly basis, the "***Administrator***" (as set forth in Paragraph 3(f) of this Section) shall monitor COG member participation in the Consortium and shall make adjustments to the Steering Committee membership as necessary to ensure compliance with this Subsection. The Administrator will distribute to all Consortium Members any amended Steering Committee Roster. Amended Steering Committee Rosters will be deemed to replace automatically the Steering Committee Roster attached to this Agreement as of the Effective Date and any subsequent amended Roster, as the case may be, without the need for an amendment to this Agreement.

(e) Replacements. If a Member designated to appoint a Member Representative to the Steering Committee does not name its Member Representative within fourteen (14) calendar days after its designation, the Member's COG shall immediately appoint another of its Members to name a Member Representative to serve on the Steering Committee.

3. Steering Committee Responsibilities. The Steering Committee is responsible for the following matters:

(a) Consortium Operations. The Steering Committee is responsible for all Consortium operations, management, and activities, including without limitation establishing the contribution amounts to be paid by Consortium members in order to maintain membership in the Consortium, as further provided in Section 5 of this Agreement.

(b) Draft Franchise Agreement. The Steering Committee will provide for the preparation of a draft model natural gas franchise agreement (the "***Draft Franchise Agreement***") that will be used in negotiation with natural gas utility companies that serve Consortium members (the "***Gas Utilities***"). The Steering Committee is authorized to establish a

drafting committee and other subcommittees as it deems necessary to prepare the Draft Franchise Agreement.

(c) Negotiation of Franchise Agreement. After preparation of the Draft Franchise Agreement and concurrence of the Consortium, the Steering Committee will undertake negotiations with the Gas Utilities. The Steering Committee may establish a negotiating committee and other subcommittees as it deems necessary to prepare for and undertake negotiations for a final model franchise agreement for natural gas (a "***Final Franchise Agreement***").

(d) Communications. The principal goals of the Consortium are preparation of a Draft Franchise Agreement and negotiation of a Final Franchise Agreement that is acceptable to the greatest number of the Members as possible. Accordingly, in preparing the Draft Franchise Agreement and negotiating the Final Franchise Agreement, the Steering Committee shall advise and consult with Member Representatives from time to time regarding procedural, substantive, and strategic issues in a continuing effort to achieve these goals.

(e) Appointed Counsel. The Steering Committee shall retain legal counsel to represent the interests of the Consortium in the preparation of this Agreement, the preparation of the Draft Franchise Agreement, and the preparation and negotiation of the Final Franchise Agreement.

(f) Consortium Administrator. The Steering Committee shall select a person or agency to administer the business affairs of the Consortium and to undertake such other activities as assigned by the Steering Committee (the "***Administrator***"). The Administrator will not be paid a fee for services, but the Steering Committee may reimburse the Administrator for reasonable and appropriate costs and expenses, including without limitation administrative overhead costs. The Administrator is specifically responsible for, among other things (i) overseeing the finances of the Consortium, (ii) compiling and maintaining cost and expenditure information regarding Consortium activities, and (iii) making recommendations to the Steering Committee on Consortium costs and expenditures and on establishing required contribution amounts from the Members as further set forth in Section 5 of this Agreement. The Administrator, in consultation with the Steering Committee, also is responsible for preparing periodic status reports not less than once every two (2) months, which reports will include the status of all drafting and negotiations and a financial report including all expenditures from the Consortium Fund established pursuant to Section 5 of this Agreement. The Members approve the selection of the DuPage Mayors and Managers Conference and its executive director Mark Baloga as the Administrator as of the Effective Date.

4. Officers.

(a) Chairperson. Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Chairperson of the Steering Committee. The Chairperson will preside at all meetings of the Steering Committee and will perform all other duties as may be prescribed by the Steering Committee.

(b) Vice Chairperson. Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Vice Chairperson of the Steering Committee. The Vice Chairperson shall serve as Chairperson in the absence of the Chairperson at any Steering Committee meeting and the Vice Chairperson shall have and be assigned the additional powers and duties as the Steering Committee may prescribe.

(c) Secretary. The Administrator shall serve as Secretary of the Steering Committee, responsible for taking and keeping the minutes of all Steering Committee meetings and for undertaking any additional powers and duties as the Steering Committee may prescribe.

5. Steering Meetings and Notices. The Steering Committee will meet periodically at times and places determined by the Steering Committee. A majority of the then-current Steering Committee Members will be necessary to establish a quorum. All Member Representatives may attend all meetings of the Steering Committee and provide comments. Unless otherwise determined by the Steering Committee, all meetings of the Steering Committee shall be kept confidential. The Steering Committee will provide notice of its meetings to each Consortium Member as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting.

6. Full Consortium Meetings. In addition to Steering Committee meetings, the Steering Committee will schedule and hold, at a minimum, two (2) meetings of the Member Representatives from all Consortium Members, one of which will be to review and obtain the concurrence of the Consortium on the terms and conditions of the Draft Franchise Agreement. One third of the then-current Members of the Consortium will be necessary to establish a quorum for Consortium meetings. As it deems necessary, the Steering Committee will schedule additional meetings as negotiations are undertaken with the Gas Utilities and as the Final Franchise Agreement is prepared and finalized. The Steering Committee will provide notice to each Consortium Member of all full meetings of the Consortium as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting. The Chairperson of the Steering Committee, or in the Chairperson's absence, the Vice Chairperson of the Steering Committee, shall preside at all full Consortium meetings. The Administrator will take and keep the minutes of all full Consortium meetings.

7. Telephone Meeting Participation. Members may participate in Steering Committee meetings and in full Consortium meetings by telephone. The Steering Committee and the Administrator will establish appropriate rules and procedures to govern telephonic participation in these meetings. Participation by telephone shall constitute the presence of a Member at the meeting for purposes of establishing a quorum.

D. Additional Members. The Steering Committee may accept additional municipalities as parties to this Agreement and as Members of the Consortium ("***New Members***") provided that a prospective New Member, prior to acceptance (1) must pay to the Consortium the full amount of the contributions assessed pursuant to Paragraph 5.A.3 of this Agreement as of the date of acceptance and (2) must properly approve and execute this Agreement and deliver the fully-executed signature page to the Administrator.

E. Duration of Commission. The Consortium will remain in place unless dissolved and terminated as provided in Subsection 6.D of this Agreement.

SECTION 4. GENERAL COOPERATION

The Members agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Consortium. Cooperation required by this Agreement specifically includes, but without limitation, the sharing and joint use by and among the Members of information and other materials possessed or developed by the Members, either individually or collectively, and necessary to investigate, identify, and otherwise document matters relevant to the preparation and negotiation of the Draft Franchise Agreement and the Final Franchise Agreement and to otherwise provide information and documents necessary to promote and achieve the purposes and objectives of the Consortium as provided in this Agreement.

SECTION 5. REVENUES AND EXPENSES

A. Franchise Fund.

1. Establishment and Administration. The Consortium shall create and maintain a fund (the "***Franchise Fund***") to pay the costs and expenses incurred or to be incurred by the Consortium (the "***Shared Costs***"). The Franchise Fund will be administered by the Administrator as set forth in this Agreement and as determined by the Steering Committee.

2. Shared Costs. Shared Costs include only costs incurred directly by the Consortium for the common purposes of the Members as set forth in this Agreement. Shared Costs include, without limitation, attorney's fees and costs for the Appointed Counsel, extraordinary out-of-pocket expenses incurred by the Consortium in preparing the Draft Franchise Agreement and in preparing and negotiating the Final Franchise Agreement, the Administrator's costs and expenses, and any other professional services determined by the Steering Committee to be necessary for the Consortium to meet its objectives as provided in this Agreement. As specifically determined by the Steering Committee, Shared Costs may also include extraordinary expenses incurred by a Consortium COG in furtherance of the purposes, goals, and intent of this Agreement and the Consortium. The Members agree to use their staffs and resources, including the Member Representatives, at no cost to the Consortium for joint projects or actions undertaken by or on behalf of the Consortium. Shared Costs specifically but without limitation do not include (a) fees and costs of attorneys other than the Appointed Counsel and (b) salaries or other compensation paid to employees or agents of a Member. The service to the Consortium of a Member and the Member's Representative is not a Shared Cost as a general matter, the Members expecting and intending that each Member will contribute to the operation of the Consortium at its own expense except as otherwise specifically approved in advance by the Steering Committee.

3 Funding the Franchise Fund. The Franchise Fund will be funded by contributions from the Members as determined from time to time by the Steering Committee on the recommendation of the Administrator. The Steering Committee will set contribution amounts only to the extent reasonably necessary to pay Shared Costs. The contribution required from each Member as of the Effective Date is a nonrefundable five hundred dollars ($500.00) (the "***Initial Contribution***"). As Consortium operations proceed, the Steering Committee, through the Administrator, will provide notice and direction to all Consortium members of additional contribution amounts necessary to fund the Franchise Fund in order to pay Shared Costs (the "***Additional Contributions***"). Additional Contributions may be equal among the Members or may be on a pro rata basis based on Member populations or other factors as determined by the Steering Committee. For the purpose of permitting voluntary withdrawal from the Consortium under Subsections 6.B and 6.C of this Agreement without

liability for an Additional Contribution, an Additional Contribution will not be binding on a voluntarily withdrawing Member until thirty (30) calendar days after the notice required by this Paragraph.

4. Contributions Non-Refundable. No contribution to the Franchise Fund is refundable, regardless of a Member's withdrawal or expulsion or any other circumstance. Any funds remaining in the Franchise Fund at the time of dissolution of the Franchise Fund will be distributed as provided in Paragraph 5.A.5 of this Agreement.

5. Franchise Fund Dissolution; Distribution of Remaining Funds. The Franchise Fund must remain in place until all monetary obligations of the Consortium have been fulfilled and no future obligations are anticipated. After all monetary obligations have been fulfilled and when no future obligations are anticipated, the Steering Committee shall dissolve the Franchise Fund. All money remaining in the Franchise Fund at the time of its dissolution will be distributed only to the Members as of the date of the dissolution (the "***Final Members***"). Distributions will not necessarily be equal among the Final Members, but may be based, to the extent practicable and in the discretion of the Steering Committee, on Additional Contributions made by the Final Members or other factors.

B. Official Payee. For purposes of documentation and receipt of all funds and other resources obtained by or on behalf of the Consortium pursuant to this Agreement, the DuPage Mayors and Managers Conference will serve as the official payee for the Consortium.

SECTION 6. EXPULSION; WITHDRAWAL

A. Automatic Expulsion for Breach. If a Member does not (1) pay a contribution as provided in Section 5 of this Agreement within the time provided by the Steering Committee for payment or (2) commits a significant violation of a provision of this Agreement as determined by the Steering Committee, then that Member is in breach of this Agreement. If the breach is not cured within fourteen (14) calendar days after notice from the Administrator, or within such additional time granted by the Steering Committee in advance of the expiration of the fourteen (14) calendar day deadline, then that Member is expelled from the Consortium automatically and without any vote or other action required by the remaining Members, the Steering Committee, or the Administrator.

B. Voluntary Withdrawal. Any Member may voluntarily withdraw as a Member by delivering to the Administrator, not later than twenty-one (21) calendar days before the intended effective date of withdrawal, a certified copy of an ordinance or resolution of that Member's corporate authorities declaring the Member's withdrawal from the Consortium as of a date certain set forth in the ordinance or resolution.

C. Required Terms of Expulsion or Withdrawal. Any Member that has been expelled or that is withdrawing (1) must pay in full all Additional Contributions to the Franchise Fund approved and binding under Paragraph 5.A.3. of this Agreement, (2) is not entitled to any refund of any money from the Franchise Fund at any time, and (3) must continue to keep all business of the Consortium confidential to the fullest extent permitted by law. The provisions of this Subsection C survive, and are enforceable against a Member after, expulsion or withdrawal.

D. Dissolution of the Consortium. The Consortium will be declared dissolved (1) upon the written notice executed by no less than two-thirds of the then-current Members, or (2) as otherwise determined by the Steering Committee.

SECTION 7. COMPLIANCE

The Consortium and each Member must, and hereby agrees to, comply with all federal, State of Illinois, and municipal laws, ordinances, rules, regulations, and orders, and the rules, regulations, and orders of all duly constituted governmental agencies and authorities now in force or that may hereafter be in force.

SECTION 8. GENERAL PROVISIONS

A. Notices. All notices and other materials required to be delivered to the Consortium must be delivered to the Administrator. All notices and other materials required to be delivered to the Members must be delivered to the Member Representatives. All notices provided or required under this Agreement will be delivered using e-mail, to the e-mail addresses provided to the Consortium by each Member. It is the responsibility of each Member Representative to ensure that the Administrator has the correct e-mail address for the Member Representative. The Administrator will provide a service list for notices on a periodic basis, updated as necessary with current Member Representatives and their e-mail addresses.

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or on which any Party is relying in entering into this Agreement.

C. Severability. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, then the remaining provisions of this Agreement will not be affected thereby but will remain in full force and effect until and only if determined otherwise by the Steering Committee.

D. Interpretation. It is the express intent of the Parties that this Agreement will be construed, interpreted, and applied so as to preserve its validity and enforceability as a whole. In case of any conflict among provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties will control.

E. Amendments and Modifications. This Agreement may be modified, changed, altered, or amended only with the duly authorized and written consent of three-fourths of the then-current Members by their corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Members' corporate authorities. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved by the corporate authorities of three-fourths of the then-current Members and properly executed in accordance with all applicable statutory procedures.

F. Authority to Execute. Each Party hereby warrants and represents to each other Party and to the Consortium that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. No Third Party Beneficiaries. This Agreement does not create any rights or interests in any third party and no provision of this Agreement may be interpreted, construed, or applied to create any such right or interest.

H. Execution. This Agreement may be executed by the Parties in identical original duplicates, and all of the executed duplicates taken together constitute one Agreement.

IN WITNESS WHEREOF, the duly authorized representative of each Member has executed this Agreement by signing this Page as of the Effective Date.

Name of Member: **Village of Indian Head Park**

Signature of Member Representative: _____

Printed Name of Member Representative: **Frank Alonzo**

Title of Member Representative: **Village Administrator**

E-Mail Address of Member Representative: **falonzo@indianheadpark-il.gov**

[ADDITIONAL EXECUTION PAGES ATTACHED]