

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CERTIFICATION**

I, RANDY HEUSER, DO HEREBY CERTIFY that I am the duly elected City Clerk of the City of Blue Island, Illinois and as such City Clerk of the City of Blue Island, Illinois, I am the keeper of the minutes and records of the proceedings of the City Council of said City and have in my custody the Resolutions and books of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of that certain RESOLUTION: **A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE COOK COUNTY SHERIFF FOR 911 DISPATCH SERVICES.**

**RESOLUTION NO. 2017 – 021** Which was adopted at a regular meeting of the City Council of the City of Blue **13** Aldermen were present; that at said meeting, on motion duly made and seconded that said Resolution do pass and upon the roll being called the vote of each Alderman present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and his name and vote recorded in the minutes of the Proceedings of said City Council; that it appears from such recorded that **13** Aldermen voted Aye, **0** Aldermen Abstain, **1** Aldermen Absent and **0** Aldermen voted Nay.

I DO FURTHER CERTIFY that said Resolution was deposited in my Office on the **27<sup>th</sup>** day of **June, 2017**

I DO FURTHER CERTIFY that the original Resolution of which the foregoing is a true copy, is entrusted in my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of **June, 2017**.

CORPORATE SEAL

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City Clerk

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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2017-021**

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**A RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
CITY OF BLUE ISLAND AND THE COOK COUNTY SHERIFF FOR  
911 DISPATCH SERVICES.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**DEXTER JOHNSON  
LETICIA VIEYRA  
NANCY RITA  
TOM HAWLEY  
BILL FAHRENWALD  
CANDACE CARR  
KENNETH PITTMAN**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
JAN OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**RESOLUTION NO. 2017-021**

**A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE COOK COUNTY SHERIFF FOR 911 DISPATCH SERVICES**

WHEREAS, the Cook County Emergency Telephone Systems Board ("Cook ETSB") operates the Cook County 9-1-1 system ("9-1-1 System") in certain municipalities in Cook County and the Cook County Sheriff ("Sheriff") processes 9-1-1 calls and provides other services including call taking, dispatching, and radio monitoring;

WHEREAS, Blue Island Police have conducted their dispatch activity on the Blue Island Emergency Telephone Systems Board, but are required to consolidate dispatch services with another emergency telephone systems board;

WHEREAS, the City of Blue Island ("City") desires to obtain the Sheriff's 9-1-1 System dispatching services for Blue Island Police and agrees to reimburse the Sheriff for providing paid services pursuant to this IGA;

WHEREAS, the Sheriff agrees to provide 9-1-1 System dispatching/monitoring services to Blue Island Police twenty-four hours a day, seven days a week; and

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

**SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS**

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers,

employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

**SECTION 3: EFFECTIVE DATE**

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 27<sup>th</sup> day of June, 2017, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON					
Alderman POULOS					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman HAWLEY					
Alderman SLATTERY					
Alderman FAHRENWALD					
Alderman OSTLING					
Alderman CARR					
Alderman FRAUSTO					
Alderman PITTMAN					
Alderman THOMPSON					
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>					

APPROVED: this 27<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this  
 27<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
**CITY CLERK**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF COOK  
ON BEHALF OF THE COOK COUNTY SHERIFF  
AND CITY OF BLUE ISLAND**

This Intergovernmental Agreement ("IGA") is entered into by and between the County of Cook ("County") on behalf of the Sheriff of Cook County ("Sheriff") and the City of Blue Island ("Blue Island"), (collectively, the "Parties"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10, and The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

**I. RECITALS**

**WHEREAS**, the Cook County Emergency Telephone Systems Board ("Cook ETSB") operates the Cook County 9-1-1 system ("9-1-1 System") in the unincorporated areas of Cook County and certain municipalities; and

**WHEREAS**, the Sheriff processes 9-1-1 calls and provides other services for the 9-1-1 System, including call taking, dispatching, and radio monitoring; and

**WHEREAS**, the budget for the Sheriff's Office, through the Annual Appropriation Bill adopted by the County Board, currently funds the salary and benefits for in excess of sixty employees who currently staff the 9-1-1 System's communication center; and

**WHEREAS**, the Blue Island Police have conducted their dispatch activity on the Blue Island Emergency Telephone Systems Board, but are required to consolidate dispatch services with another emergency telephone systems board; and

**WHEREAS**, Blue Island desires to obtain the Sheriff's 9-1-1 System dispatching services for Blue Island Police and agrees to reimburse the Sheriff for providing said services pursuant to this IGA; and

**WHEREAS**, the Sheriff agrees to provide 9-1-1 System dispatching/monitoring services to Blue Island Police twenty-four hours a day, seven days a week;

**WHEREAS**, the County, the Sheriff and Blue Island seek to enter into this IGA where the Sheriff will provide dispatch services to the Blue Island Police;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

**II. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein as though fully set forth.

**III. GENERAL PROVISIONS**

**A. Term:** The term of this IGA shall begin on November 1, 2017 ("Effective Date") and shall continue for five (5) years from the Effective Date ("Termination Date").

**B. Termination:** Either the County, upon the request of Sheriff, or Blue Island, may terminate this IGA at any time after the first three (3) months of the Term upon one hundred eighty (180) days written notice.

**C. Roles and Responsibilities:**

1) The Sheriff agrees to provide 9-1-1 System dispatching services to Blue Island twenty-four hours a day, seven days a week. Blue Island Police Department dispatch will be done on a Cook County 800 mhz frequency.

2) Blue Island will adhere to current 9-1-1 Center procedures covering radio use and officer safety practices mandated by the Sheriff's Office.

**D. Financial:**

1) Blue Island agrees to reimburse the Sheriff quarterly based on the following County fiscal year schedule ("Sheriff's Reimbursement"), with any partial year prorated based the number of days the IGA has been in effect for that year:

- i. 2017 - \$364,448.64
- ii. 2018 - \$377,492.77
- iii. 2019 - \$391,627.40
- iv. 2020 - \$406,249.98
- v. 2021 - \$422,513.82

2) Sheriff will send Blue Island an invoice quarterly. Payment to Sheriff will be due within ninety (90) days of receipt of invoice.

**IV. INDEMNIFICATION**

**A.** Blue Island agrees to indemnify, defend, save and hold the County and the Sheriff, and their respective Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of Blue Island pursuant to this IGA or member of the public arising out of any negligent act or omission of Blue Island and/or its agents, officers, or employees in the performance of this IGA.

**B.** The County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.

**V. DISPUTE RESOLUTION**

In the event of a dispute between Blue Island and the Sheriff concerning this IGA, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Sheriff's General Counsel and Blue Island's General Counsel are responsible for promptly resolving the dispute in good faith and in a cooperative manner.

## VI. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder

If to the Cook County Sheriff's Office:

Cook County Sheriff's Office  
Attn: General Counsel  
50 West Washington  
Ste. 704  
Chicago, Illinois 60602

If to Blue Island:

City of Blue Island  
Attn: City Administrator  
13051 Greenwood Avenue  
Blue Island, IL 60163

## VII. MISCELLANEOUS

- A. Compliance with Laws. The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. Counterparts This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- C. Governing Law and Venue. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of

conflicts of law thereof. If there is a lawsuit under this IGA, each Party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.

- D. Entire Agreement; Modification. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.
- E. Severability. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- F. Conflicts. This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County of Cook, and Blue Island have caused this IGA to be executed.

COOK COUNTY EXECUTION: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

\_\_\_\_\_  
Toni Preckwinkle  
President, Cook County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Honorable David Orr  
Cook County Clerk

Dated: \_\_\_\_\_

ACKNOWLEDGED:

\_\_\_\_\_  
Thomas Dart  
Cook County Sheriff

Approved as to form:

\_\_\_\_\_  
Assistant State's Attorney

BLUE ISLAND EXECUTION: The undersigned, on behalf of Blue Island, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

*Dorris F. Vargas*  
\_\_\_\_\_  
City Mayor

Dated: 6/27/17

ATTEST:

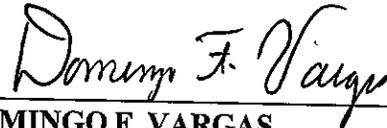
*Randy Houser*  
\_\_\_\_\_  
City Clerk

Dated: 6/27/17

ADOPTED this 27<sup>th</sup> day of June, 2017, pursuant to a roll call vote as follows:

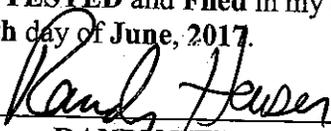
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto			X		
Alderman Thompson	X				
Alderman Fahrenwald	X				
Mayor Vargas					
TOTAL	13		1		

APPROVED by the Mayor on June 27, 2017.



DOMINGO F. VARGAS  
MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this  
27th day of June, 2017.



RANDY HEUSER  
CITY CLERK