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

**RESOLUTION
NUMBER 2017-022**

**A RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
CITY OF BLUE ISLAND AND THE ORLAND FIRE PROTECTION
DISTRICT FOR THE PROVISIONS OF EMERGENCY RESPONSE
COMMUNICATIONS AND DISPATCHING SERVICES.**

**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. 2017-022

A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE ORLAND FIRE PROTECTION DISTRICT FOR THE PROVISION OF EMERGENCY RESPONSE COMMUNICATIONS AND DISPATCHING SERVICES

WHEREAS, the Orland Fire Protection District (“OFPD”) provides and renders emergency response services and operates an emergency response communications and dispatch center equipped to handle regular and routing communications to or dispatching of the OFPD’s emergency response personnel and equipment in response to those requests;

WHEREAS, the City of Blue Island (“City”) maintains a fire department which provides and renders emergency response services to the inhabitants of Blue Island, Illinois;

WHEREAS, the Blue Island Fire Department (“BIFD”) desires to have the OFPD, through the OFPD’s emergency response communications and dispatch center, handle regular routine communications from the inhabitants of Blue Island, Illinois requesting response services, as well as regular and routine communications to or dispatching of the BIFD’s emergency response personnel and equipment in response to those requests;

WHEREAS, the OFPD and the BIFD have each determined that it is mutually beneficial to both entities to establish centralized emergency response communications and dispatching services as such services can efficiently and economically serve the needs of both entities; 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.

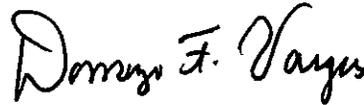
SECTION 3: EFFECTIVE DATE

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

ADOPTED this 11th day of July, 2017, pursuant to a roll call vote as follows:

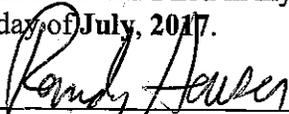
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley			X		
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling			X		
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto	X				
Alderman Thompson	X				
Alderman Fahrenwald	X				
Mayor Vargas					
TOTAL	12		2		

APPROVED by the Mayor on July 11, 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
11th day of July, 2017.



RANDY HEUSER
CITY CLERK

**INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE ORLAND FIRE PROTECTION
DISTRICT AND THE CITY OF BLUE ISLAND FOR
THE PROVISION OF EMERGENCY RESPONSE
COMMUNICATIONS AND DISPATCHING
SERVICES**

This Agreement is made and entered into this 1st day of January, XXXX, by and between the Orland Fire Protection District ("OFPD"), an Illinois Fire Protection District, and The City of Blue Island ("the BIFD").

WHEREAS, the OFPD is an Illinois Fire Protection District which provides and renders emergency response services to the inhabitants of the OFPD and which operates an emergency response communications and dispatch center equipped to handle regular and routine communications from the inhabitants of the OFPD requesting said services, as well as regular and routine communications to or dispatching of the OFPD's emergency response personnel and equipment in response to those requests; and

WHEREAS, the City of Blue Island maintains a fire department which provides and renders emergency response services to the inhabitants of Blue Island, Illinois; and

WHEREAS, the BIFD desires to have the OFPD, through the OFPD's emergency response communications and dispatch center, handle regular and routine communications from the inhabitants of Blue Island, Illinois, requesting emergency response services, as well as regular and routine communications to or dispatching of the BIFD's emergency response personnel and equipment in response to those requests; and

WHEREAS, the OFPD desires to handle, through the OFPD's emergency response communications and dispatch center, regular and routine communications from the inhabitants of the BIFD requesting emergency response services, as well as regular and routine communications to or dispatching of the BIFD's emergency response personnel and equipment in response to those requests; and

WHEREAS, the OFPD and the BIFD have each determined that it is mutually beneficial to both entities to establish centralized emergency response communications and dispatching services as such services can efficiently and economically serve the needs of both entities; and

WHEREAS, the OFPD and the BIFD desire to set forth herein the terms and conditions whereby the OFPD will provide emergency response communications and dispatching services to Blue Island, Illinois, and the inhabitants thereof; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including fire protection districts and municipalities, to cooperate with each other in order to accomplish common goals and objectives, and to

contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government, including fire protection districts, to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the OFPD and the BIFD 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 OFPD and the BIFD hereby agree as follows:

I. 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.

Term/Duration. This Agreement shall commence at 12:00 a.m. on January 1st XXXX for a four term expiring at 11:59 p.m. On December 31, XXXX, unless otherwise extended, amended or cancelled as fully set forth herein.

Services. The OFPD shall employ qualified telecommunications personnel to handle regular and routine communications from the inhabitants of Blue Island, Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch the BIFD's emergency personnel in response to these requests.

The OFPD shall handle through its emergency response communications and dispatch center regular and routine communications from the inhabitants of Blue Island, Illinois, requesting emergency response services, as well as regular and routine communications to or dispatching of the BIFD's emergency response personnel and equipment in response to those requests, as set forth in this Agreement.

The OFPD shall immediately communicate with or otherwise dispatch the BIFD's emergency response personnel and equipment upon receipt of communications from the inhabitants of Blue Island requesting or otherwise seeking the aid of the BIFD's emergency response personnel and equipment.

The OFPD shall make every effort to communicate with or otherwise dispatch only the BIFD's emergency response personnel and equipment to properties located within the corporate boundaries of Blue Island.

The OFPD shall provide the foregoing emergency response services to Blue Island, Illinois, twenty-four hours a day for each and every day this Agreement is in effect.

To the extent permitted by law, any communication between inhabitants Of Blue Island, Illinois, and the OFPD, as well as any communication between the OFPD and the BIFD's emergency response personnel shall be strictly confidential and shall be disclosed or otherwise made available only to the Fire Chief of the BIFD or his designee.

Priority of Calls. The OFPD will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of Blue Island, Illinois, as well as to the BIFD's emergency response personnel and equipment, but the OFPD will not be responsible for failure to provide emergency response communications and dispatching services to the inhabitants of Blue Island, Illinois, as well as to the BIFD's emergency response personnel and equipment due to the volume of emergency response communications handled by the OFPD emergency response communications and dispatch center. The BIFD recognizes and acknowledges that the OFPD emergency response communications and dispatch center provides emergency response communications and dispatching services not only for the inhabitants of the OFPD and Blue Island, Illinois, as well as to the emergency response personnel and equipment of both the OFPD and the BIFD, but also for the constituents of other units of local government and to the emergency response personnel and equipment of those other units of local government. As such, the OFPD alone will determine the priority of emergency response communications to and from its emergency response communications and dispatch center in a manner that is neither arbitrary nor otherwise capricious.

Equipment and Information.

The OFPD will maintain an emergency response communications or dispatch center or system to provide Blue Island, Illinois, and the inhabitants thereof with the emergency response services required by this Agreement.

The OFPD will also maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications.

Any and all audio recordings will be kept and stored by the OFPD for a period of thirty (30) days and will be made available to the BIFD as requested. BIFD desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify the OFPD within thirty (30) days of the recorded event. In the event that the BIFD requests a copy of any audio recording, the BIFD will return the media upon which the audio recording is made to the OFPD upon completion of its use.

At each location within Blue Island, Illinois, served by the OFPD emergency response communications and dispatch center, the BIFD shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by the OFPD. In addition, the BIFD will maintain, at its cost and expense, at the OFPD emergency response communications and dispatch center necessary communication and networking equipment which are the property of the BIFD.

The BIFD 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 Blue Island, Illinois.

The BIFD is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof. In the event that the OFPD or its agent or contractor maintains or repairs any equipment owned by the BIFD, the OFPD shall send the BIFD an invoice for said

maintenance or repair service within thirty (30) days thereof.

Upon execution of this Agreement, the BIFD shall provide the OFPD with a map listing streets and properties located therein and shall provide the OFPD with regular updates to said map regarding the streets and properties located therein as those updates occur. This should be in a GIS ESRI format.

Damage to Equipment. The OFPD will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of Blue Island, Illinois, as well as to the BIFD's emergency response personnel and equipment, but the OFPD will not be responsible for failure to provide emergency response communications and dispatching services to the inhabitants of Blue Island, Illinois, as well as to the BIFD's emergency response personnel and equipment due to damage to the OFPD's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

Approvals. The BIFD will secure and maintain appropriate approvals from the

F.C.C. and shall list the OFPD emergency response communications and dispatch center as its dispatching location. The BIFD will also secure and maintain appropriate approvals which may be required by any emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

Training and Compliance. The BIFD shall, at its cost, cause its officers to participate in any training classes required by the OFPD emergency response communications and dispatch center and to comply with the OFPD's emergency response communications and dispatch center's procedures, rules and regulations.

Payment. In consideration of the emergency communications and dispatching services provided to Blue Island, Illinois, by the OFPD pursuant to this Agreement, the BIFD agrees to the following:

From 12:00 a.m. on January 1st XXXX, until December 31, XXXX, at 11:59 p.m., the BIFD will pay the OFPD, on a monthly basis, a sum equivalent to the monthly amount expended by the OFPD for both salary and benefits paid to or on behalf of the telecommunications officers or dispatchers employed by the OFPD, as required to provide the emergency response communications and dispatching services required by this Agreement to the inhabitants of Blue Island, Illinois, and the BIFD. This arrangement shall otherwise be known as the fair share payment plan. The foregoing monthly charges will be calculated by the OFPD and included in monthly invoices sent to the BIFD.

Payment Terms. The BIFD will pay monthly invoices in full within ninety (90) days of issuance thereof. In the event that the BIFD fails to pay the OFPD in full within ninety (90) Days of issuance of any monthly invoice, the BIFD will pay the delinquent amount to the OFPD in full, plus a ten percent (10%) penalty based on the total delinquent amount,

within ninety (90) days of issuance of the monthly invoice. In the event that the BIFD fails to pay the delinquent amount to the OFPD in full plus the ten percent (10%) penalty within ninety days of issuance of a monthly invoice, this Agreement may be cancelled or otherwise terminated by the OFPD in writing after first providing thirty (30) days' notice and an opportunity to BIFD to cure within said ninety (90) day period by payment of all delinquent amounts and penalties.

Initial Costs. Initial cost entering the system can include, GIS, radio, networking, training, mobile data terminals, cellular modems, AVL and programming at the City's expense. All responding vehicles must be equipped with MDC.

The BIFD's Costs. The BIFD shall be responsible for its own local costs necessary to access the OFPD emergency response communications and dispatch center, including any telephonic charges, and any initial non-recurring charges such as license fees.

Insurance. The City of Blue Island has provided proof of self-insurance satisfying this section.

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 BIFD's Fire Chief or his designee shall attend any meeting of the OFPD Emergency Response Communications and Dispatch Center Advisory Board which may be established and called by the OFPD Communications Director.

Extension. This Agreement may be extended only by mutual written agreement by and between the OFPD and the BIFD, after prior written notice served upon the other party.

Amendment/Change. This Agreement may be amended or otherwise changed only by mutual written agreement by and between the OFPD and the BIFD.

Cancellation/Termination and Cancellation/Termination Fee/Penalty, except as otherwise provided herein, this Agreement shall not be cancelled or otherwise terminated by either party except in the event of a material breach or default combined with failure of the defaulting party to cure the breach or default within a period of sixty (60) days after receipt of notice from the non-defaulting party identifying the claimed breach or default. In the event that this Agreement is cancelled or otherwise terminated by the BIFD for a reason or reasons other than the occurrence of a material breach or default combined with a failure by OFPD to cure the breach or default within the sixty (60) day period after receipt of notice from the BIFD, the BIFD will pay the OFPD a cancellation or termination fee or penalty representing seventeen percent (17%) of the total amount paid to the OFPD for emergency response communications and dispatch services in the prior year.

Assignment/Transfer. This Agreement may not be assigned or transferred by either the OFPD or the BIFD without the prior written consent of the other party.

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 OFPD at the following address:

*Orland Fire Protection District Attn: Fire Chief
9788 West 151" Street Orland Park, Illinois 60462*

Said notice shall be served upon the BIFD at the following address:

*Blue Island Fire Department
Attn: Fire Chief
2440 Vermont, Illinois 60406*

Waiver. The BIFD hereby waives all claims or actions against the OFPD and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services provided hereby, 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 OFPD's emergency response communications and dispatch system and equipment.

This waiver shall not apply to such claims or actions seeking relief for breach of this Agreement or willful or wanton conduct by OFPD and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services

IO provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.).

Indemnification. BIFD hereby agrees to indemnify, defend and hold harmless OFPD and its current or former officers, directors, trustees, collectively and individually, its officers, employees, members and agents, successors and assigns (each, an "indemnified Person") from and against any loss, liability, damages (including taxes), whether direct or consequential, expenses, including without limitation reasonable attorney's fees, disbursements, costs of investigation, litigation, settlement, judgment, sanctions imposed by a court or any governmental (collectively, the "liabilities"), interest and penalties (collectively, "Losses"), and threatened losses, due to, arising from or relating to third party claims, demands, actions or threat of action arising from or relating to: (i) any actual or threatened legal, regulatory or ethical action arising out of Blue Island's performance or attempted performance of the Agreement; (ii) any act or omission, whether alleged or proved, of Blue Island, or any persons acting at the direction of Blue Island, relating to an engagement, the attempted performance of an engagement, including, but not limited to, attorney's fees and costs paid by Orland Fire Protection District to defend against such matters. OFPD hereby agrees to indemnify, defend

and hold harmless BIFD and its aldermen, collectively and individually, its officers, employees, members and agents from and against any loss, liability, damage, whether direct or consequential, expenses, including without limitation, attorney's fees, disbursements and court costs (collectively, the "liabilities") relating in any way to, arising out of or attributable to the failure of the OFPD to provide services, OFPD's providing of services, or OFPD's execution and implementation of this Agreement, provided, however, that the foregoing indemnification obligations shall not be extended to any liabilities or related expenses relating in any way to, arising out of or attributable to the negligence or other fault of BIFD in providing or performing services pursuant to this agreement. OFPD and BIFD shall notify each other in the event that either of them receives notification from any person of any claim or demand in connection with or which may fall within the indemnification obligations set forth herein. The undertaking of each party to this Agreement in connection with the indemnification obligations herein includes liabilities or claims of liability with respect to property damage, personal injury, invasions of the right to privacy, or any other right of any person, and to any failure of either party to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to that party in connection with this Agreement.

Enforcement. Every obligation assumed or imposed upon the BIFD by this Agreement shall be enforceable by the OFPD by appropriate action or proceeding, and the OFPD may have and pursue any and all remedies provided by law or equity for the enforcement of such action. Failure on the part of the OFPD 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 failure to provide emergency response dispatching services without just cause, shall not release the BIFD from making any payment to the OFPD or fully performing any other obligation required of it under this Agreement.

Every obligation assumed or imposed upon the OFPD by this Agreement shall be enforceable by BIFD by appropriate action or proceeding, and Blue Island may have and pursue any and all remedies provided by law or equity for enforcement of such action or for compelling performance by the OFPD of said obligation assumed or imposed upon the OFPD.

Governing Law and Choice of Venue. The OFPD and the BIFD hereby agree that any disputes between the OFPD and the BIFD 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.

Entire Agreement. This Agreement represents the entire Agreement between the OFPD and the CITY 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 OFPD and the CITY. 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.

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

President Orland Fire Protection District

Mayor City of Blue Island

Attest:

City of Blue Island

Secretary