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

**RESOLUTION
NUMBER 2017-043**

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLUE ISLAND AND THE BLUE ISLAND
HISTORIC SOCIETY.**

**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. 2017-043

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BLUE ISLAND AND THE BLUE ISLAND HISTORIC SOCIETY**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Mayor and City Council of the City of Blue Island believe and hereby declare that it will be in the best interests of the City and its residents to approve the execution of the Memorandum of Understanding between the City and The Blue Island Historical Society (the “Agreement”) in substantially the form attached hereto as Exhibit 1.

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

Section 1. The foregoing recitals are hereby incorporated into this Resolution as if fully set forth in this Section 1.

Section 2. The Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof, is hereby approved and accepted, and the Mayor is hereby authorized to execute and deliver said Agreement on behalf of the City.

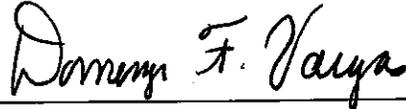
Section 3. This Resolution shall be in full force and effect immediately upon its passage and approval as provided by law.

(Intentionally Left Blank)

ADOPTED this 14th day of November, 2017, pursuant to a roll call vote as follows:

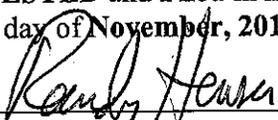
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto			X		
Alderman Thompson	X				
Alderman Fahrenwald	X				
Mayor Vargas					
TOTAL	13	0	1		

APPROVED by the Mayor on November 14, 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
 14th day of November, 2017.



RANDY HEUSER
CITY CLERK

Exhibit 1

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BLUE ISLAND AND
THE BLUE ISLAND HISTORICAL SOCIETY**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLUE ISLAND AND
THE BLUE ISLAND HISTORICAL SOCIETY**

This Memorandum of Understanding ("MOU") is made between the City of Blue Island ("City") and the Blue Island Historical Society ("Historical Society") pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to facilitate participation in the construction and implementation of the Old Bess museum.

I. INTRODUCTION

WHEREAS, the City desires to open a museum on City property across the street from Fire Station #1 in order to house "Old Bess" and other museum items relating to the Blue Island Fire Department; and

WHEREAS, the Historical Society would also like to use this museum to maintain historical exhibits and access the building for special events during the year; and

WHEREAS, the City will be responsible for overall building upkeep and utility bills while the Historical Society will accept donations for the project; and

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

II. DUTIES AND OBLIGATIONS OF THE PARTIES

1. To fulfill the terms of this MOU, the City agrees to:
 - a) Hire a certified general contractor or City inspector to oversee the building of the museum.
 - b) Build the museum and maintain the building, including but not limited to, upkeep and paying utility bills.
 - c) Allow the Historical Society to access the Museum for 1-2 special events throughout the year.
 - d) Allow the Historical Society to maintain historical exhibits in the museum.
 - e) Keep the museum open at least once a month except during Fire Prevention Month when the museum will be open more frequently.
2. To fulfill the terms of this MOU, the Historical Society agrees to:

- a) Accept donations up to \$300,000 each fiscal year for the project, for no longer than 36 months following acceptance of this agreement.
- b) Maintain a calendar of events.
- c) Appoint a sub-committee of the Blue Island Historical Society to facilitate the implementation of the Fire Museum.

III. INDEMNIFICATION

The Historical Society shall defend, indemnify, and hold harmless the City and its officials, officers, employees and agents ("City Indemnitees") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the City Indemnitees.

The City shall defend, indemnify, and hold harmless the Historical Society and its officials, officers, employees and agents ("Historical Society Indemnitees") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the Historical Society Indemnitees.

IV. TERM AND TERMINATION

1. The contract period for this agreement shall run for 36 months beginning from the date of this executed agreement. In the event of termination of this Agreement, either party may agree to discontinue participation with (30) thirty days written notice to the other party.

V. MISCELLANEOUS

1. **Amendments.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.
2. **Applicable Law and Severability.** This MOU shall be governed in all respects by the laws of the State of Illinois. The invalidity or unenforceability of any one or more phrases, sentences, clauses, or sections contained in this MOU shall not affect the remaining portions of this MOU or any part thereof.

3. **No Personal Liability.** No member, official, director, employee or agent of the City or the Historical Society shall be individually or personally liable in connection with this MOU.
4. **Assignment.** This Agreement, or any portion thereof, shall not be assignable in whole or in part by either party.
5. **Entire Agreement.** This MOU constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.
6. **Notices.** All written notices, requests and communications may be made by mail or electronic mail to the email addresses set forth below.

To the City:

City of Blue Island
John Rita, Director of Public Safety
Blue Island Police Department
13031 Greenwood Avenue
Blue Island, IL 60406

To Historical Society:

Jason Berry, Chairman of the Board
Blue Island Historical Society
13018 Maple Avenue
Blue Island, IL 60406

7. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) documents shall be deemed original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this MOU to be executed by their authorized representatives.

CITY OF BLUE ISLAND

Director of Public Health and Safety

Date: _____

BLUE ISLAND HISTORICAL SOCIETY

Date: _____