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

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**ORDINANCE  
NUMBER 2019-001**

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**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN ORLAND FIRE PROTECTION DISTRICT  
AND THE CITY OF BLUE ISLAND FOR INFORMATION  
TECHNOLOGY 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  
JANICE OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**ORDINANCE NO. 2019-001**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS  
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
ORLAND FIRE PROTECTION DISTRICT AND THE CITY OF  
BLUE ISLAND FOR INFORMATION TECHNOLOGY SERVICES**

**WHEREAS**, the Orland Fire Protection District (the "District") and the City of Blue Island (the "City") are each public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

**WHEREAS**, the City has determined it is in the best interests of the public health, safety and welfare of its citizens and first responders to have available for use Information Technology made available by the District known as Image Trend Elite; and

**WHEREAS**, the parties have determined that it is reasonable, necessary and in the public interest and welfare to work cooperatively regarding the use of this information technology known as Image Trend Elite and payment by the City for its use; and

**WHEREAS**, the parties have decided to delineate their duties and responsibilities regarding the use of and payment for Image Trend Elite;

**NOW, THEREFORE**, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION ONE:** The foregoing recitals shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

**SECTION TWO:** The Intergovernmental Agreement attached hereto is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute said Intergovernmental Agreement in substantially the form attached hereto.

**SECTION THREE:** All policies, resolutions and ordinances of the City of Blue Island which conflict with this ordinance shall be, and they are hereby, repealed.

**SECTION FOUR:** This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

*(Intentionally Left Blank)*

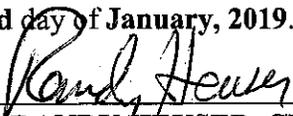
ADOPTED this 22nd day of January, 2019, pursuant to a roll call vote as follows:

	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		

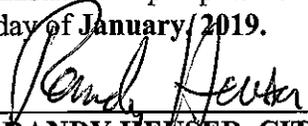
APPROVED by the Mayor on January 22, 2019.

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

ATTESTED and Filed in my office this  
 22nd day of January, 2019.

  
 RANDY HEUSER, CITY CLERK

PUBLISHED in pamphlet form this  
 22nd day of January, 2019.

  
 RANDY HEUSER, CITY CLERK

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF COOK     )     ss.

CERTIFICATE

I, Randy Heuser, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

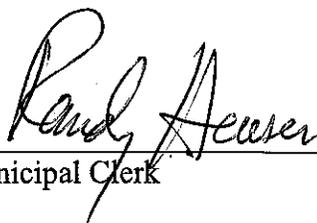
I further certify that on **January 22, 2019** the Corporate Authorities of such municipality passed and approved Ordinance No. **2019 - 001** entitled: **AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN ORLAND FIRE PROTECTION DISTRICT AND THE CITY OF BLUE ISLAND FOR INFORMATION TECHNOLOGY SERVICES.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2019 - 001** including the Ordinance and a cover sheet thereof, was as prepared, and a copy of such Ordinance posted in the municipal building commencing **January 22, 2019** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **22nd** day of **January, 2019.**

(SEAL)

  
\_\_\_\_\_  
Municipal Clerk

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
ORLAND FIRE PROTECTION DISTRICT AND  
THE CITY OF BLUE ISLAND FOR INFORMATION TECHNOLOGY SERVICES**

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE ORLAND FIRE  
PROTECTION DISTRICT AND THE CITY OF BLUE ISLAND FOR INFORMATION  
TECHNOLOGY SERVICES

This Agreement is made and entered into this 27th day of November, 2018, by and between the Orland Fire Protection District (OFPD), an Illinois Fire Protection District, and the City of Blue Island (Blue Island).

WHEREAS, Blue Island desires to utilize OFPD services; and

WHEREAS, OFPD and Blue Island desire to set forth herein the following terms and conditions; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including fire 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 municipalities and 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; and

WHEREAS, the OFPD and Blue Island have duly authorized their respective presiding officers to enter into and execute this Agreement.

WHEREAS, OFPD and Blue Island, for good and valuable consideration, including the mutual promises and covenants set forth herein, OFPD and Blue Island hereby agree as follows:

1. Incorporation. Each of the recitals set for above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.
2. Term/Duration. This Agreement shall commence on January 1, 2019, at 12:00 a.m. for a one-year period expiring on January 1, 2020 at 12:00 a.m..
3. Services. OFPD will allow Blue Island to use Image Trend Elite within OFPD's self-hosted infrastructure. In addition, OFPD will provide 12 hours of training.

4. Compensation. Blue Island will pay OFPD \$900/month for services described in # 3 above. Any additional training can be contracted from OFPD in 10-hour increments at a cost of \$75 per hour.
5. Payment Terms. Blue Island will pay monthly invoices in full within 90 days of issuance thereof. In the event that Blue Island fails to pay OFPD in full within 90 days of issuance of any invoice, Blue Island will pay the delinquent amount to the OFPD in full, plus a 10% penalty based on the total delinquent amount, within 90 days of issuance of the monthly invoice. In the event that Blue Island fails to pay the delinquent amount plus the 10% penalty within 90 days of issuance, this Agreement may be cancelled or otherwise terminated by OFPD in writing after first providing 30 days written notice and an opportunity to Blue Island to cure within said 90 days period by payment of all delinquent amounts and penalties.
6. 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.
7. Extension. This Agreement may be extended only by mutual written agreement by and between OFPD and Blue Island, after prior written notice served upon the other party.
8. Amendment/Change. This Agreement may be amended or otherwise changed only by mutual written agreement by and between OFPD and Blue Island.
9. Cancellation/Termination. 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 thirty (30) days after receipt of notice from the non-defaulting party identifying the claimed breach or default.
10. Assignment / Transfer. This Agreement may not be assigned or transferred by either party without prior written consent.
11. 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. Said notice shall be served upon OFPD at the following address:

Orland Fire Protection District  
Attention Fire Chief  
9790 West 151<sup>st</sup> Street  
Orland Park, IL. 60462

Said notice shall be served upon Blue Island at the following address:

Blue Island Fire Department  
Attention: Fire Chief  
2440 Vermont  
Blue Island, IL 60406

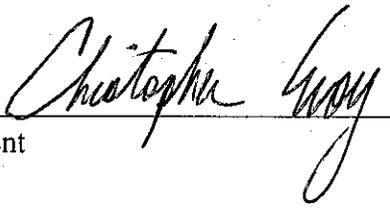
12. **Governing Law and Choice of Venue.** OFPD and Blue Island hereby agree that any disputes arising out of this Agreement shall be governed by the laws of the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County, Illinois.
13. **Waiver.** Blue Island hereby waives all claims and actions against OFPD and/or its trustees, collectively or individually, its officers, employees and/or agents for any claim arising out of using Image Trend Elite within OFPD's self-hosted infrastructure.
14. **Indemnification.** Blue Island hereby agrees to indemnify, defend and hold harmless OFPD and its trustees, 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 Blue Island to provide services, Blue Island's providing of services, or Blue Island's execution and implementation of this Agreement; provided, however, that the foregoing indemnification obligations of shall not extend to any liabilities or related expenses relating in any way to, arising out of or attributable to the negligence or other fault of OFPD in providing or performing services pursuant to this agreement. OFPD hereby agrees to indemnify, defend and hold harmless Blue Island and its trustees, 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 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 extend to any liabilities or related expenses relating in any way to, arising out of or attributable to the negligence or other fault of Blue Island in providing or performing services pursuant to this agreement. OFPD and Blue Island 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 part 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.

15. Entire Agreement. This Agreement represents the entire Agreement between OFPD and Blue Island and supercedes all prior agreements, if any. 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 OFPD and Blue Island.
16. Severability. In the event 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.

ORLAND FIRE PROTECTION DISTRICT

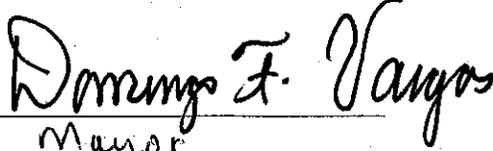
  
\_\_\_\_\_  
President

Attest:



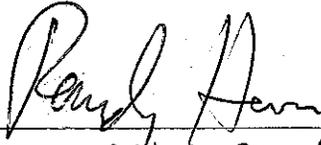
Secretary

BLUE ISLAND FIRE DEPARTMENT



~~President~~ Mayor

Attest:



~~Secretary~~ City Clerk