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

**ORDINANCE
NUMBER 2018-030**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COOK COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD AND THE CITY OF BLUE ISLAND**

**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. 2018-030

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
AND THE CITY OF BLUE ISLAND**

WHEREAS, the Cook County Emergency Telephone System Board (the “Cook County ETSB”) 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 consolidated its Emergency Telephone System Board with the Cook County ESTB; and

WHEREAS, the Cook County ESTB receives surcharge funds from the Illinois State Police to be allocated to the City; and

WHEREAS, the City has agreed to use a specified percentage of the surcharge funds to reimburse the ETSB for the use of the County 9-1-1 System including 9-1-1 Center operations and technology; and

WHEREAS, the City and ETSB have agreed fifty percent (50%) of the City’s surcharge funds shall be forwarded by the ETSB to the Cook County Sheriff’s Office for the payment of a portion of the City’s dispatch costs payable to the Sheriff’s Office;, and

WHEREAS, the parties have determined that it is reasonable, necessary and in the public interest and welfare to document their agreement for use of the surcharge funds allocated for the City; and

WHEREAS, the parties have decided to delineate their duties and responsibilities regarding the use of the surcharge funds from the Illinois State Police allocated for the City;

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 as Exhibit "A" 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.

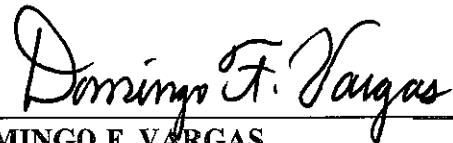
ADOPTED by the Mayor and City Council of the City of Blue Island, Cook County, Illinois this 8th day of May 2018, pursuant to a roll call vote, as follows:

(Intentionally Left Blank)

ADOPTED this 8th day of May, 2018, pursuant to a roll call vote as follows:

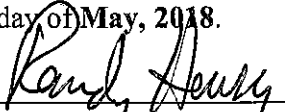
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita			X		
Alderman Donahue			X		
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto	X				
Alderman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

APPROVED by the Mayor on May 8, 2018.



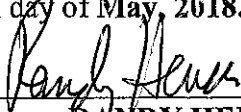
DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
8th day of May, 2018.



RANDY HEUSER
CITY CLERK

PUBLISHED in pamphlet form this
8th day of May, 2018.



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 **May 8, 2018** the Corporate Authorities of such municipality passed and approved Ordinance No. **2018 - 030** entitled: **AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD AND THE CITY OF BLUE ISLAND.**

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

The pamphlet form of Ordinance No. **2018 - 030** including the Ordinance and a cover sheet thereof, was as prepared, and a copy of such Ordinance posted in the municipal building commencing **May 8, 2018** 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 **8th** day of **May, 2018**.

(SEAL)



Municipal Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD
AND
THE CITY OF BLUE ISLAND
(Distribution of 911 Surcharge Funds)**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Cook County Emergency Telephone System Board (“ETSB”) and the City of Blue Island (“City”) (individually a “Party” and collectively the “Parties”).

I. RECITALS

WHEREAS, the ETSB operates the Cook County 9-1-1 system (“County 9-1-1 System”) in unincorporated areas of Cook County and certain municipalities; and

WHEREAS, the State of Illinois has enacted the Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* (“Act”) which enables a county to impose a surcharge on billed subscribers of network connections provided by telecommunications carriers at a rate per network connection in order to implement and maintain a 911 Emergency Telephone System (“Surcharge Funds”); and

WHEREAS, pursuant to 50 ILCS 15.4(a)(2), the City has requested that it be included in the County 9-1-1 System and the ETSB has agreed to accept the City into the County 9-1-1 System; and

WHEREAS, the consolidation of the City’s Emergency Telephone System Board with the Cook County ETSB has been approved by the Illinois State Police and is effective as of November 17, 2017; and

WHEREAS, the ETSB receives the Surcharge Funds allocated for each member of the ETSB from the Illinois State Police and the City has agreed to use a specified percentage of those Surcharge Funds to reimburse the ETSB for the use of the County 9-1-1 System including 9-1-1 Center operations and technology; and

WHEREAS, the City and ETSB have agreed that fifty percent (50%) of the City’s Surcharge Funds shall be forwarded by the ETSB to the Cook County Sheriff’s Office for the payment of a portion of the City’s dispatch costs payable to the Sheriff’s Office.

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 herein.

III. TERM

The term of this Agreement shall commence as of November 14, 2017 ("Effective Date") which is the date of consolidation approval by the Statewide 9-1-1 Administrator and shall continue as long as City is a member of the ETSB ("Term").

IV. TERMINATION

During the Term, either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

V. DISTRIBUTION OF CITY SURCHARGE FUNDS

The Parties agree that 50% of the City's Surcharge Funds shall be paid by the ETSB, on behalf of the City, to the Cook County Sheriff's Office ("Sheriff") to reimburse the Sheriff for dispatch services pursuant to an Intergovernmental Agreement between the City and the Sheriff dated September 13, 2017 and the remaining 50% of the City's Surcharge Funds will constitute reimbursement to the ETSB for the support of the 9-1-1 Center's operations and technology ("ETSB Reimbursement"). The ETSB shall make such reimbursement payments quarterly based on the ETSB's fiscal year with any partial year prorated based on the number of days this Agreement has been in effect for that year. The Parties agree that in the event the Illinois State Police or the State of Illinois fail to distribute the Surcharge Funds to the ETSB, for any reason whatsoever, then the ETSB shall withhold reimbursement of the City's Surcharge Funds to both the Sheriff and ETSB until such time as the Surcharge Funds are distributed to the ETSB by the Illinois State Police or the State of Illinois.

VI. INDEMNIFICATION:

A. The City agrees to indemnify, defend, save and hold the ETSB and its agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of City pursuant to this Agreement or member of the public arising out of any negligent act or omission of City and/or its agents, officers, or employees in the performance of this Agreement.

B. The ETSB shall be responsible for the acts of its agents, officers, or employees in the performance of this Agreement.

VII. DISPUTE RESOLUTION:

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

VIII. 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 ETSB: Cook County Emergency Telephone System
Board
9511 W. Harrison Street
Des Plaines, Illinois 60016
Attn: Executive Director

If to the City: City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406
Attn: Mayor


IX. GENERAL

- 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 Agreement.
- B. Counterparts This Agreement 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 Agreement 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 Agreement, 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 Agreement.
- D. Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior Agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this Agreement 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 Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement 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 Agreement 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.*

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the properly authorized officials on the day and year written below.


Cook County Emergency Telephone System



Martin Bennett
Executive Director

Dated: 5/14/18

City of Blue Island



Mayor

Attest:


City Clerk

Dated: 5/14/18

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the properly authorized officials on the day and year written below.

Cook County Emergency Telephone System

Martin Bennett
Executive Director

Dated: _____

City of Blue Island

Domingo F. Vargas

Mayor

Attest:

Randy Henry

City Clerk

Dated: *9/9/18*