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

**RESOLUTION
NUMBER 2022-036**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF COOK ON BEHALF OF THE
COOK COUNTY SHERIFF AND THE CITY OF BLUE ISLAND
REGARDING THE COOK ETSB 9-1-1 SYSTEM**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2022-036

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COOK COUNTY, ILLINOIS, TO AUTHORIZE
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CITY OF BLUE ISLAND REGARDING THE COOK ETSB 9-1-1 SYSTEM**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City of Blue Island and the County of Cook on behalf of the Cook County Sheriff desire to execute an Intergovernmental Agreement for county 9-1-1 dispatching services, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to execute and enter into the Agreement.

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

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Agreement, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen of the City with such necessary non-material changes as may be authorized by the Mayor and City

Attorney.

Section 3. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 4. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

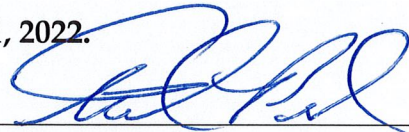
Section 6. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this **11th** day of **October, 2022**, pursuant to roll call as follows:

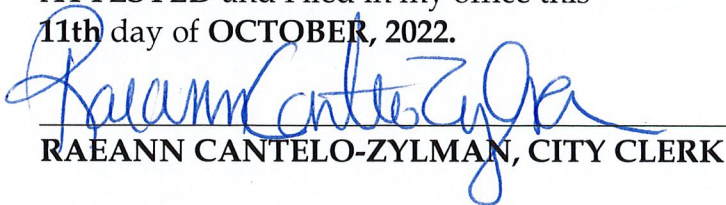
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

APPROVED by the Mayor on **October 11, 2022**.



FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
11th day of **OCTOBER, 2022**.



RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the 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 the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK ON BEHALF OF THE COOK COUNTY SHERIFF AND THE CITY OF BLUE ISLAND REGARDING THE COOK ETSB 9-1-1 SYSTEM.**

RESOLUTION NO. 2022-036 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **11th day of October, 2022**; that at said meeting 7 Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of 7 Alderman voted Aye and 0 Alderman voted Nay and 0 Alderman voted Abstain and 0 Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to 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 Blue Island aforesaid, at the said City in the County and State aforesaid, this **11th** day of **October, 2022**.

CORPORATE SEAL



City Clerk

Exhibit A

Intergovernmental Agreement
(see attached)

**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, 2022 (“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. Operational Reimbursement

- 1) Blue Island agrees to reimburse the Sheriff's Office quarterly for all personnel and operational costs associated with this IGA, including but not limited to costs associated with any additional positions necessary for performance of services ("Sheriff's Reimbursement"). Reimbursements shall take place in accordance with the following schedule, with any partial year prorated based the number of days the IGA has been in effect for that year:

1st year of service - \$438,358.00
2nd year of service - \$454,797.00
3rd year of service - \$471,851.00
4th year of service - \$489,546.00
5th year of service - \$507,904.00

- 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.*

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:

Karen Yarbrough
Cook County Clerk

Dated: _____

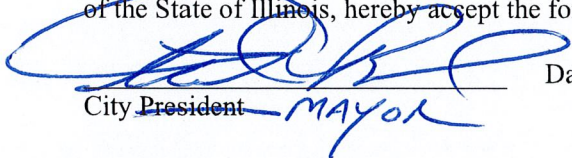
ACKNOWLEDGED:

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:



City President ~~_____~~ *MAYOR*

Dated: _____

ATTEST:


City Clerk

Dated: 10-13-22