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

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**RESOLUTION  
NUMBER 2019-028**

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**A RESOLUTION APPROVING AND AUTHORIZING AN  
AGREEMENT WITH COOK COUNTY EMERGENCY TELEPHONE  
SYSTEM BOARD FOR MOBILE DEVICE TERMINALS**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**DEXTER JOHNSON  
FRED BILOTTO  
NANCY RITA  
TOM HAWLEY  
MICHAEL MECH  
CANDACE CARR  
ALECIA SLATTERY**

**ANNETTE ALEXANDER  
WILLIAM CAZARES  
KEVIN DONAHUE  
BILL FAHRENWALD  
JOHNNY RINGO HILL  
RAEANN CANTELO-ZYLMAN  
JAMES KLINKER**

**Aldermen**

**RESOLUTION NO. 2019-028**

**A RESOLUTION APPROVING AND AUTHORIZING  
AN AGREEMENT WITH COOK COUNTY  
EMERGENCY TELEPHONE SYSTEM BOARD  
FOR MOBILE DEVICE TERMINALS**

**WHEREAS**, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

**WHEREAS**, the City plans to enter into an agreement with The Cook County Emergency Telephone System Board for mobile device terminals;

**WHEREAS**, the appropriate city officials have considered and reviewed the agreement attached as Exhibit A and find it to be in the best interests of the City;

**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 MAYOR & AGENT TO EXECUTE AND ACT IN  
ACCORDANCE WITH AGREEMENT**

The City Council approves an agreement with The Cook County Emergency Telephone System Board for mobile device terminals and authorizes the Mayor or his designee to execute the agreement attached hereto as **Exhibit "A"** and 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**

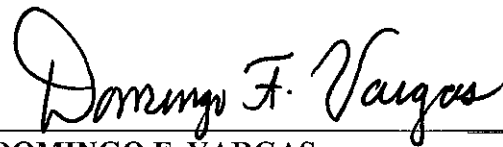
This resolution shall be in full force and effect upon its passage, approval and publication as required by law.

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ADOPTED this 9th day of July, 2019, pursuant to a roll call vote as follows:

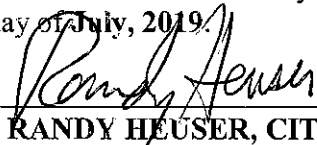
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Johnson	X				
Alderman Alexander	X				
Alderman Bilotto	X				
Alderman Cazares	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Hawley	X				
Alderman Fahrenwald	X				
Alderman Mech	X				
Alderman Hill	X				
Alderman Cantelo-Zylman	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Klinker	X				
Mayor Vargas					
TOTAL	14				

APPROVED by the Mayor on July 9, 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  
9th day of July, 2019.



RANDY HEUSER, CITY CLERK

**EXHIBIT A**

**AGREEMENT WITH COOK COUNTY  
EMERGENCY TELEPHONE SYSTEM BOARD  
FOR MOBILE DEVICE TERMINALS**

**COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD  
AGREEMENT FOR MOBILE DEVICE TERMINALS**

This Agreement ("Agreement") is entered into by and between the Cook County Emergency Telephone System Board ("ETSB") and City of Mount Prospect ("Municipality") (collectively the "Parties").

**RECITALS**

**WHEREAS**, this Agreement is entered into by the Parties pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) authorizes public agencies, including units of local government, to jointly enjoy or exercise powers, privileges, functions or authority with other public agencies, except where specifically prohibited by law; and

**WHEREAS**, ETSB operates the Cook County 9-1-1 System in unincorporated areas of Cook County and certain municipalities; and

**WHEREAS**, Municipality is part of the Cook County 9-1-1 System; and

**WHEREAS**, in the interest of furthering public safety, ETSB has agreed to provide mobile device terminals to Municipality in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and Agreements set forth herein, the Parties hereby agree as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated into and made a part of this Agreement by reference as if fully set forth herein.

**2. TERM**

This Agreement shall become effective when fully executed by all Parties and will commence on the date of execution of the last signatory to this Agreement ("Commencement Date"). This Agreement shall continue thereafter until terminated by either of the Parties hereto in accordance with the terms of this Agreement.

**3. TERMINATION**

Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice to the other Party.

**4. MOBILE DEVICE TERMINALS**

ETSB hereby agrees to provide Municipality with 16 mobile device terminals ("MDTs") at no charge for public safety purposes in accordance with the terms and conditions of this Agreement. Municipality shall have no right to transfer, assign, sublease or confer any rights or benefits with respect to the use of the

MDTs to any third party without the written permission of the Executive Director of the ETSB, which permission may be withheld or revoked in the sole discretion of the Executive Director.

## **5. RESPONSIBILITIES**

a. Installation. Municipality shall be responsible for the installation of the MDTs in Municipality's vehicles as well as all costs associated with such installation. ETSB will be responsible for installation of software including mobile CAD, internet filtering, VPN, and managed antivirus. No software may be added or removed without the consent of the Executive Director of ETSB.

b. Maintenance and Repair. ETSB is covered by a maintenance warranty for the MDTs for five (5) years from the date of purchase. ETSB will engage vendor support, when needed, for maintenance and repair for normal use.

c. Damage and Loss. In the event any of the MDTs are damaged or lost, whether due to theft, casualty or any other event, Municipality shall be responsible for reimbursing ETSB for the replacement cost of each lost or damaged MDT. Municipality must notify ETSB as soon as practicable after it becomes aware of such loss or damage to any MDT and agrees to reimburse ETSB for the replacement cost of the MDT within thirty (30) days after ETSB advises Municipality of the actual replacement cost.

d. Network Connection Device. Municipality shall be responsible for providing a device (wifi puck, ruggedized modem, etc.) to connect the MDT to the network and any monthly costs associated with that device.

## **6. CONFIDENTIALITY**

It is expressly acknowledged and agreed by each Party that any information provided by a Party to another Party which pertains to the use of the MDTs or any information derived therefrom shall be treated as confidential and shall not be disclosed directly, indirectly or by implication during the Term of this Agreement or at any time thereafter, except as solely required in the course of each Party's performance under this Agreement. The Parties agree that all information related to the function of the MDTs and related data constitutes information compiled for law enforcement purposes and for the internal functions of the Parties that use the MDTs and is considered strictly confidential.

## **7. INDEMNIFICATION**

Municipality agrees to indemnify, defend, save and hold the ETSB and the County of Cook, 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 the Municipality pursuant to this Agreement or member of the public arising out of any negligent act or omission of the Municipality and/or its agents, officers, or employees in the performance of this Agreement. Nothing herein shall waive any immunities the Municipality may assert in response or defense of any such claims.

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

## 8. DISPUTE RESOLUTION

In the event of a dispute between the ETSB and the Municipality 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 ETSB's attorney and the Municipality's attorney are responsible for resolving the dispute in good faith and in a cooperative manner. In the event the Parties are not able to resolve any dispute, each Party retains all rights and remedies at law or in equity.

## 9. AUDITS AND RECORDS

Municipality shall maintain for a minimum of five (5) years after the termination of this Agreement, adequate books, records and supporting documentation to verify the recipients and uses of all the MDTs provided to Municipality pursuant to this Agreement. All books, records, and supporting documentation shall be available for review and audit by the Cook County Auditor. The Municipality agrees to cooperate fully with any audit conducted by an auditor and to provide full access to all relevant materials.

## 10. MISCELLANEOUS

- a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties as if they too were parties to this Agreement.
- b. Severability. The invalidity of any provisions of this Agreement shall not render invalid any other provision herein. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
- c. Governing Law and Venue. This Agreement shall be governed, interpreted and construed according to the laws of the State of Illinois. If there is a law suit 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. 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.
- e. Amendment. This Agreement contains the entire agreement of the Parties and shall supersede any prior written or oral agreements or understandings. This Agreement may only be altered, modified or amended upon the written consent and agreement of all Parties hereto duly adopted as required by law. This Section shall not be interpreted to preclude or limit however, the amendment or modification of regulations, procedures or policies established by the parties.
- f. 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.

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

City of Blue Island  
13051 Greenwood Avenue  
Blue Island, FL. 60406  
Attn: Mayor

with a copy to:

City of Blue Island  
13051 Greenwood Avenue  
Blue Island, FL.  
Attn: City Clerk

- g. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -- SIGNATURE PAGE FOLLOWS]

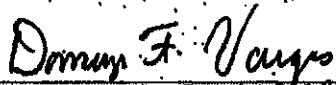
IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on this day and year as set forth below.

**COOK COUNTY EMERGENCY  
TELEPHONE SYSTEM BOARD**

By:   
Martin Bennett  
Executive Director

Date: 7/15/19

**MUNICIPALITY**

By:   
Name: DOMINGO F. VARGAS  
Title: MAYOR

Date: 7-9-19