

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE TOWN OF CICERO AND THE VILLAGE OF STICKNEY
FOR THE PROVISION OF EMERGENCY RESPONSE
COMMUNICATIONS AND DISPATCHING SERVICES**

This Agreement is made and entered into this _____ day of _____, 2018 (the "EFFECTIVE DATE"), by and between the Town of Cicero ("CICERO"), and the Village of Stickney ("STICKNEY").

WHEREAS, CICERO has a 9-1-1 facility ("CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY") located at 5303 West 25th Street, Cicero, Illinois; and

WHEREAS, the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY will have the space and equipment to provide emergency response and dispatch services to numerous municipalities; and

WHEREAS STICKNEY desires to have CICERO, through a PRIVATE EMERGENCY DISPATCHING SERVICE, handle regular and routine communications from the inhabitants of STICKNEY requesting emergency response services, as well as regular and routine communications to or for dispatching of emergency response personnel and equipment in response to those requests; and

WHEREAS, CICERO desires to handle, through a PRIVATE EMERGENCY DISPATCHING SERVICE, regular and routine communications from the inhabitants of STICKNEY requesting emergency response services, as well as regular and routine communications to or for dispatching of emergency response personnel and equipment in response to those requests; and

WHEREAS, Pursuant to Public Act 99-6, STICKNEY is required to consolidate its 9-1-1 Center and Emergency Telephone System Board; and

WHEREAS, CICERO and STICKNEY have each determined that it is mutually beneficial to both entities to establish a centralized emergency response communications and dispatching service as such services can efficiently and economically serve the needs of both entities; and

WHEREAS, CICERO and STICKNEY desire to set forth herein the terms and conditions whereby CICERO, through a PRIVATE EMERGENCY DISPATCHING SERVICE, will provide emergency response communications and dispatching services to STICKNEY and the inhabitants thereof; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government 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, 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 for the performance of governmental services, activities and undertakings; and

WHEREAS, CICERO and STICKNEY have duly authorized their respective presiding officers to enter into and execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, CICERO and STICKNEY hereby agree as follows:

1. **Incorporation.**

Each of the recitals set forth 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.**

A. The term of this Agreement shall be five (5) years from the COMMENCEMENT DATE (as defined below), unless otherwise extended, amended or cancelled as fully set forth herein. Following completion of the initial five (5) year term, this Agreement may be renewed according to the terms set forth in Section 16 of this Agreement.

B. The term of this Agreement shall be governed by the following:

i. The “First Payment Year” of the Agreement shall mean that one (1) year period beginning on the COMMENCEMENT DATE and ending on the first anniversary of the COMMENCEMENT DATE.

ii. The “Second Payment Year” of the Agreement shall mean that one (1) year period beginning on the first anniversary of the COMMENCEMENT DATE and ending on the second anniversary of the COMMENCEMENT DATE.

iii. The “Third Payment Year” of the Agreement shall mean that one (1) year period beginning on the second anniversary of the COMMENCEMENT DATE and ending on the third anniversary of the COMMENCEMENT DATE.

iv. The “Fourth Payment Year” of the Agreement shall mean that one (1) year period beginning on the third anniversary of the COMMENCEMENT DATE and ending on the fourth anniversary of the COMMENCEMENT DATE.

v. The “Fifth Payment Year” of the Agreement shall mean that one (1) year period beginning on the fourth anniversary of the COMMENCEMENT DATE and ending on the fifth anniversary of the COMMENCEMENT DATE.

3. Services.

A. CICERO, through a duly licensed, trained and insured provider, a PRIVATE EMERGENCY DISPATCHING SERVICE, shall employ legally qualified telecommunications personnel to handle regular and routine communications from the inhabitants of STICKNEY or any other person within the corporate limits of Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch emergency personnel in response to those requests. CICERO warrants and agrees that the individuals performing dispatching services are legally qualified to perform said acts and that said systems and performance will comport with both State and Federal law including, but not limited to, the Emergency Medical Services Systems Act, 210 ILCS 50/1 *et seq.* and the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* Moreover, it is understood and agreed that any persons providing services for CICERO or its PRIVATE EMERGENCY DISPATCHING SERVICE shall not be considered employees or agents of CICERO and will provide the following services:

- i. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall handle through its emergency response communications and dispatch center regular and routine communications from the inhabitants of STICKNEY or persons within the jurisdictional boundaries of STICKNEY requesting emergency response services, as well as regular and routine communications to or dispatching of emergency response personnel and equipment in response to those requests, as set forth in this Agreement.
- ii. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall immediately communicate with or otherwise dispatch emergency response personnel and equipment upon receipt of communications from the inhabitants or persons within the jurisdictional boundaries of STICKNEY requesting or otherwise seeking the aid of STICKNEY's emergency response personnel and equipment.
- iii. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall make every effort to communicate with or otherwise dispatch STICKNEY's emergency response personnel and equipment to properties located within the corporate boundaries of STICKNEY unless it is determined that additional persons and/or entities providing mutual aid are necessary and/or advisable.
- iv. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE shall provide the foregoing emergency response services to STICKNEY, twenty-four (24) hours a day for each and every day this Agreement is in effect.
- v. To the extent permitted by law, any communication between inhabitants or persons within the jurisdictional boundaries of CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE, as well as any communication between CICERO, its PRIVATE EMERGENCY DISPATCHING SERVICE and STICKNEY's

emergency response personnel shall be strictly confidential and shall be disclosed only in accordance with law.

4. Priority of Calls.

The Parties recognize and acknowledge that the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY has the capacity and ability to provide emergency response communications and dispatching services to municipalities other than STICKNEY and CICERO. As such, CICERO may provide services to other municipalities during the term of the Agreement provided; however, the provision of these services to other municipalities will not impair or impede the level or quality of services provided. CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE, will determine the priority of emergency response communications to and from its emergency response communications and dispatch center in a manner that is neither arbitrary nor otherwise capricious and which is otherwise consistent with best practices for emergency dispatch services.

5. Equipment and Information.

- A. CICERO will maintain an emergency response communications or dispatch center or system to provide and the inhabitants thereof with the emergency response services required by this Agreement.
- B. CICERO will also maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications.

Any and all audio recordings will be kept and stored by CICERO for a period of thirty (30) days, or any other period required by law, and will be made available to STICKNEY as requested. In the event that STICKNEY desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify CICERO within thirty (30) days of the recorded event.

- C. At each location within STICKNEY served by CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY, STICKNEY shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by CICERO and which said approval shall not be unreasonably withheld. In addition, STICKNEY will maintain, at its cost and expense, at CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY, necessary communication and networking equipment, which are the property of STICKNEY. Said equipment will be promptly returned to STICKNEY upon the expiration of this Agreement.
- D. STICKNEY will maintain, at its cost and expense, all radio equipment and telephone lines needed for CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY to effectively handle all communications in and out of each location within STICKNEY.

- E. CICERO will provide and maintain CAD System licenses that are licensed to CICERO by Computer Information Systems (herein CIS) for STICKNEY's use. STICKNEY will be responsible for securing, at its own expense, via a licensing agreement with CIS, Mobile Data Terminal and Police Records Management software throughout the duration of this Agreement.
- F. CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof.
- G. Upon execution of this Agreement, STICKNEY shall provide CICERO with a map listing streets, properties located therein and shall provide CICERO with regular updates to said map regarding the streets, and properties located therein as those updates occur. STICKNEY shall also provide CICERO with STICKNEY's GIS files and 911 Master Street Address Guide for mapping purposes when requested by CICERO.

6. Damage to Equipment.

CICERO will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of STICKNEY, as well as to emergency response personnel and equipment, but CICERO will not be responsible for failure to provide emergency response communications and dispatching services to the inhabitants of STICKNEY, as well as to emergency response personnel and equipment due to damage to CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

7. Approvals; Provision of Service.

A. CICERO and STICKNEY will secure and maintain appropriate approvals from the Illinois State Police Statewide 9-1-1 Administrator in accordance with Title 83 of the Public Utilities Act, Chapter IV: Department of State Police, PART 1324: Consolidation of 9-1-1 Emergency Systems; and shall list the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY as its dispatching location. CICERO will also secure and maintain appropriate approvals, which may be required by any 9-1-1 Emergency Systems entities or agencies, public or private, which are necessary for the performance of this Agreement.

B. The Parties agree and acknowledge that as of the EFFECTIVE DATE, the Parties have not yet obtained all required governmental approvals described in this Section. The Parties further agree and acknowledge that CICERO (and/or its PRIVATE EMERGENCY DISPATCHING SERVICE) may be required to take additional steps and/or purchase and/or install additional equipment in order to provide the services set forth herein. CICERO shall issue thirty (30) days written notice to STICKNEY that it is ready, willing and able to commence providing the services upon the later of (i) the receipt of the governmental approvals or (ii) the installation of all necessary equipment. During said thirty (30) day period, the Parties shall jointly select a commencement date for CICERO's provision of the services (the "COMMENCEMENT DATE").

8. Training and Compliance.

STICKNEY shall, at its own expense, cause its police officers and firefighters to participate in any training classes required by CICERO emergency response communications and dispatch center provided said amount does not exceed Two Thousand Five Hundred Dollars (\$2,500.00) in any given calendar year and to comply with CICERO's emergency response communications and dispatch center's procedures, rules and regulations.

9. Payment.

- A. In consideration of the emergency communications and dispatching services provided to STICKNEY by CICERO and/or its PRIVATE EMERGENCY DISPATCHING SERVICE pursuant to this Agreement, STICKNEY agrees to pay or cause to be paid the following sums:
- i. During the First Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$15,833.25 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.
 - ii. During the Second Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$16,150.00 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.
 - iii. During the Third Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$16,473.00 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.
 - iv. During the Fourth Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$16,802.50 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.
 - v. During the Fifth Payment Year, STICKNEY shall pay CICERO, on a monthly basis, a sum of \$17,138.50 for salary benefits and any other compensation paid to or on behalf of the telecom officers or dispatchers of CICERO required to provide the emergency response communication and dispatching services required by this Agreement to the inhabitants of STICKNEY.

- B. In addition to fees set forth above, any fees related to the initial one-time move in costs incurred by CICERO to join or connect STICKNEY to the CICERO'S emergency dispatch center, CICERO shall deduct the initial one-time costs from monies paid to and/or collected by the CONSOLIDATION EMERGENCY RESPONSE CENTER OF COOK COUNTY'S JOINT EMERGENCY TELEPHONE SYSTEM BOARD (herein J-ETSB) from the State of Illinois as surcharges credited to under the Emergency Telephone System Act ("Surcharge") less any money withheld for Capital Improvement as set forth in Article 13 of this Agreement.
- C. Any remaining Surcharge money due to STICKNEY shall be deposited into the J-ETSB fund and remain the property of STICKNEY and shall be recorded separately within the J-ETSB via generally accepted accounting practices. Remaining Surcharge money shall be the property of STICKNEY.

10. Payment Terms.

STICKNEY shall receive monthly invoices from CICERO. STICKNEY shall pay the monthly invoices in full within thirty (30) days of issuance. In the event that STICKNEY fails to pay CICERO in full within thirty (30) days of issuance of any monthly invoice, the invoice shall begin to accrue interest at a rate of five percent (5%) or said interest rate permitted by law. In the event STICKNEY fails to pay any delinquent amount to CICERO within forty-five (45) days after receiving written notice of a delinquency and an opportunity to cure said deficiency, CICERO may cancel or otherwise terminate this Agreement.

11. Resolutions and Ordinances.

- A. STICKNEY shall furnish a certified copy of an ordinance dissolving the Stickney ETSB, which ordinance shall be incorporated hereto and made a part thereof.
- B. STICKNEY and CICERO shall enter into an intergovernmental agreement to establish the Consolidated Emergency Response Center of Cook County Joint 9-1-1 Authority.

12. Payment of Phone Circuits and Other Associated Charges.

- A. In addition to the monthly payments set forth in Paragraphs 9 and 10, STICKNEY shall be solely responsible to pay for the following charges:
 - i. Any and all costs incurred to install and purchase equipment on the premises or facilities owned or used by for the implementation and operation of a dispatching or Enhanced 9-1-1 system.
 - ii. Any and all costs incurred to connect STICKNEY to CICERO using circuits provided by phone companies or microwave connectivity.

- iii. Any and all costs incurred to pay for equipment and its installation which is required or requested by to improve or change the dispatching and 9-1-1 services provided.
- iv. Any and all costs incurred to pay for new technology and equipment which is required or requested by to improve or change the dispatching and 9-1-1 services being provided such as a Records Management System, Repeaters or other equipment and technologies which are not presently included in the service and equipment being provided pursuant to this contract and which are requested by
- v. Any and all costs incurred to pay for additional antennas, if they are needed to serve, including, but not limited to purchase, installation and maintenance of said antennas in.
- vi. Any and all costs associated with additional T-1 lines, if they are needed.
- vii. With respect to a CAD or Records Management System, if is using the same equipment as CICERO for said system, STICKNEY agrees to promptly enter into appropriate agreement with a vendor which CICERO is using.

13. Capital Improvement Fund.

It is agreed upon by the parties that 25% of Surcharge paid to and/or collected by the J-ETSB on behalf of STICKNEY shall be placed into a Capital Improvement Fund for the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY. It is understood and agreed by the parties that any monies placed into the Capital Improvement Fund may be used solely for the purpose of maintaining and/or replacing equipment at the CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY.

14. STICKNEY's Costs.

STICKNEY shall be responsible for its own local costs necessary to access CICERO emergency response communications and dispatch center, including any telephonic charges, and any initial non-recurring charges such as license fees.

15. 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. STICKNEY shall designate an IT professional with whom it employs or contracts to be available to attend meetings of CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY Dispatch Center, J-ETSB, or any Advisory Board meetings, which will be established provided reasonable notice is provided.

16. Extension.

This Agreement may be extended only by mutual written agreement by and between STICKNEY and CICERO and after prior written notice served upon the other party.

17. Amendment/Change.

This Agreement may be amended or otherwise changed only by mutual written agreement by and between CICERO and STICKNEY.

18. Cancellation/Termination and Cancellation/Termination Fee/Penalty.

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 sixty (60) days after receipt of notice from the non-defaulting party identifying the claimed breach or default.

19. Assignment/Transfer.

This Agreement may not be assigned or transferred by either CICERO or STICKNEY without the prior written consent of the other party.

20. 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. If sent via certified mail, service of such written notice shall be considered to have occurred upon deposit of said properly addressed, written notice with the United States Postal Service.

Said notice shall be served upon CICERO at the following address:

*Town of Cicero
Attn: Larry Dominick, Town President
4949 W Cermak Rd.
Cicero, IL 60804*

Said notice shall be served upon at the following address:

*Village of Stickney
Attn: Jeff Walik, Village President
6533 Pershing Road
Stickney, IL 60402*

21. Waiver.

STICKNEY hereby waives all claims or actions against CICERO and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.) as well as any action alleging improper selection, installation or maintenance of CICERO 's emergency response communications and dispatch system and equipment.

This waiver shall not apply to such claims or actions seeking relief for breach of this Agreement or willful or wanton conduct by CICERO and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 10010.01 et seq.).

22. No Personal Liability.

No Covenant or agreement contained in this contract shall be deemed to be the covenant or agreement of any official, officer, agent or employee of CICERO or STICKNEY and all acts of are in their official capacities as units of government. Neither the Corporate Authorities, or any other official or employee of STICKNEY or CICERO shall be liable personally or in any other manner, under this contract or be subject to personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance dispatching services.

23. Enforcement.

Every obligation assumed or imposed upon by this Agreement shall be enforceable by CICERO by appropriate action or proceeding, and CICERO may have and pursue any and all remedies provided by law or equity for the enforcement of such action.

Failure on the part of CICERO in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its failure to provide emergency response dispatching services without just cause, shall not release STICKNEY from making any payment to CICERO or fully performing any other obligation required of it under this Agreement.

Every obligation assumed or imposed upon CICERO by this Agreement shall be enforceable by appropriate action or proceeding, and STICKNEY may have and pursue any and all remedies provided by law or equity for enforcement of such action or for compelling performance by CICERO of said obligation assumed or imposed upon CICERO.

24. Governing Law and Choice of Venue.

CICERO and STICKNEY hereby agree that any disputes between CICERO and STICKNEY only and relating in any way to or otherwise 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.

25. Entire Agreement.

This Agreement represents the entire Agreement between CICERO and STICKNEY supersedes all prior negotiations, agreements, resolutions, motions or parts of agreements. Resolutions or motions in conflict with any portion of this Agreement are hereby repealed. 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 CICERO and STICKNEY. This Agreement shall be executed in two (2) counterparts each of which shall be deemed an original but both of which shall constitute one and the same agreement.

26. Severability.

In the event that 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.

(SIGNATURE PAGE FOLLOWS)

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.

DATED this ____ day of _____, 2018.

TOWN OF CICERO

By: _____
Its President

ATTEST: _____
Its Town Clerk

VILLAGE OF STICKNEY

By: _____
Its Mayor

ATTEST: _____
Its Village Clerk