

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the Consolidated Emergency Response Center of Cook County, Illinois (“CERCCC”) and the Village of Stickney, Illinois, an Illinois municipal corporation, (the “Village”) on December 20th, 2022 (the “Effective Date”). The Village and CERCCC may, for convenience purposes only, be referred to as the “Parties” and each individually as a “Party.”

W I T N E S S E T H

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions in any manner not otherwise prohibited by law or ordinance; and

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

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, the Village and CERCCC are both public agencies under the laws of the State of Illinois; and

WHEREAS, CERCCC is authorized and empowered, pursuant to Section 15.4(b) of the Illinois Emergency Telephone System Act (the “Act”) (50 ILCS 750/15.4(b)), to plan, implement, upgrade, and maintain an Emergency 9-1-1 System, and to expend funds for communications equipment and related software applications required to produce a response by the appropriate emergency public safety agency or other provider of emergency services as a result of an emergency call being placed; and

WHEREAS, Cicero Consolidated Dispatch (“CCD”) and its police member agencies, including the Village, currently operate on a disparate radio system that is utilized by multiple dispatch centers, which increases the chances for errors and safety issues; and

WHEREAS, the Stickney Fire Department utilizes an antiquated communications system which cannot be repaired or updated; and

WHEREAS, the CCD and its member police and fire departments, including the Stickney Fire Department and the Stickney Police Department, require a reliable, technologically up-to-date system that facilitates effective radio communication for all users; and

WHEREAS, in order to provide critical improvements to the CCD, CERCCC has obtained a proposal from A-Beep (the “Proposal”), attached hereto and incorporated herein as Exhibit A, to provide equipment and services required to update and/or replace the existing radio systems (the “Updated Equipment”); and

WHEREAS, each member of the CERCCC is required to maintain, at its own cost and expense, necessary communication and networking equipment approved by CERCCC; and

WHEREAS, the purchase of the Updated Equipment in a single transaction would place a financial burden on the Village; and

WHEREAS, CERCCC desires to loan the amount of One Hundred Ninety-Eight Thousand Eight Hundred and Eighty-Eight U.S. Dollars and 00/100 U.S. Dollars (\$198,888.00) for the purchase of the Updated Equipment on behalf of the Village; and

WHEREAS, should the Village elect to end its membership in the CERCCC on or before January 1, 2028, the Village shall reimburse the CERCCC for the Updated Equipment in accordance with the Reimbursement Schedule (as defined below) in accordance with the depreciating value of the Updated Equipment;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **RECITALS:** The above stated recitals set forth above are full, true and correct and are hereby incorporated into this Agreement as if fully restated herein.
2. **LOAN; REIMBURSEMENT:**
 - a. **Purchase of Updated Equipment.** CERCCC shall purchase the Updated Equipment on behalf of the Village in the amount of One Hundred Ninety-Eight Thousand Eight Hundred and Eighty-Eight U.S. Dollars and 00/100 U.S. Dollars (\$198,888.00). CERCCC shall pay A-Beep directly and provide the Village with copies of paid invoices for the purchase and installation of the Updated Equipment within thirty (30) days of payment.
 - b. **Reimbursement.** If the Village elects to cease its membership as part of the CERCCC before January 1, 2028, the Village agrees to and shall make reimburse CERCCC (the “Reimbursement Payment”) for the Updated Equipment in accordance with the reimbursement schedule (the “Reimbursement Schedule”), attached hereto and incorporated herein as Exhibit “B,” based on the year in which the Village elects to separate from the CERCCC. The Reimbursement Payment shall be due within ten (10) business days of the Village’s separation from the CERCCC. The Reimbursement Payments shall be made payable to the Consolidated

Emergency Response Center of Cook County, Illinois and shall be made by wire transfer.

3. **DEFAULT.** If the Village defaults on this Agreement by failure to timely make a reimbursement payment, CERCCC, in its sole discretion, shall, at any time on or after the date of breach, be authorized to increase the amount due and owing to include an interest penalty amount. Such penalty shall be calculated at the rate of nine percent (9%) per annum, or any other rate as allowed by law, on the remaining amount then due and owing from the date of breach. In case of breach, CERCCC may also automatically accelerate the outstanding payment to become due immediately from the Village upon thirty (30) days written notice. CERCCC may also initiate any action in a court of law or in equity to enforce the Agreement; in such instance, CERCCC may also assess against the Village its attorneys' fees and court costs. CERCCC's delay of enforcement of any provision under this Section shall not be deemed a waiver. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

4. **LEGISLATION.** The Board of Commissioners of the CERCCC and the Board of Trustees of the Village shall enact all necessary ordinances and/or resolutions to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

5. **COOPERATION; CONTINUED MEMBERSHIP IN CERCCC.** The Parties hereby agree and acknowledge that this Agreement shall be followed by another intergovernmental agreement which shall set forth the terms and conditions under which CERCCC shall pay for additional equipment, services, and upgrades to the Village's communication system. The Parties agree to cooperate in good faith for the negotiation and approval of such subsequent agreements. In the event that, for any reason, the Village's radios or existing equipment are incompatible or otherwise non-functional after the installation of the new radio infrastructure upgrades, the Village hereby waives any and all claims against CERCCC for such equipment incompatibility and hereby agrees to bring its existing radio systems into compatibility with CERCCC's systems at its own cost or to withdraw as a member of CERCCC within a reasonable time period as may be agreed to by the Parties.

6. **GRANT FUNDS.** The Village hereby agrees to allow CERCCC to act as its agent for the limited purpose of applying for any grants or other forms of local, state, or federal funding to defray the costs of the projects contemplated herein. The Village shall at all times cooperate with CERCCC on any grant applications or processes. In the event that any grant or other funding for the projects contemplated herein is obtained from other governmental agencies or other sources through the efforts of either Party, the Village shall notify CERCCC of any such award and shall remit 100% of such awarded funds to CERCCC within ten (10) business days of the receipt of the same by wire transfer.

7. **OWNERSHIP OF EQUIPMENT.** The Updated Equipment installed at any Stickney Police or Fire Station, or any other Village owned property, shall at all times remain the property of CERCCC. In the event that the Village elects to separate from CERCCC, the Village shall reimburse CERCCC for the Updated Equipment the Village retains, the value of which is set

forth in Exhibit B. Under no circumstances shall the Village's departure from CERCCC void or delay the Village's obligations to make those payments set forth in Exhibit B.

8. NOTICES. Any notice, request, demand or other communication provided for by this Agreement shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Village:
Village of Stickney

If to CERCCC
Consolidated Emergency Response Center
of Cook County Joint 9-1-1 Authority
5303 West 25th Street
Cicero, IL 60804
Attn: CERCCC Director

Attn: _____

With a Copy to:

With a Copy to:

9. SEVERANCE. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.

11. MODIFICATION & WAIVER. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not expressly set forth in this Agreement.

12. **HEADINGS.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.

13. **CONSTRUCTION AND GOVERNING LAW.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).

14. **RIGHT TO COUNSEL.** The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable amount of time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

15. **COUNTERPARTS & FACSIMILE.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

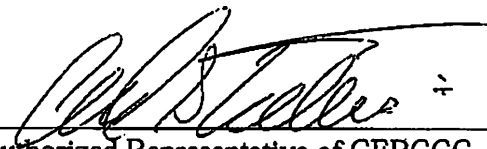
IN WITNESS WHEREOF. the Parties have caused this Agreement to be executed as of the later date written below.

Executed:

Authorized Representative of the Village of Stickney, Illinois Date

ATTEST: _____
Village Clerk

(SEAL)



Authorized Representative of CERCCC, Illinois Date 12/1/22

ATTEST: _____
Rosemarie Esposito
Board Secretary

(SEAL)

EXHIBIT A
PROPOSAL

EXHIBIT B

REIMBURSEMENT SCHEDULE

Year 1 of loan 2023	Year 2 of loan 2024	Year 3 of loan 2025	Year 4 of loan 2026	Year 5 of loan 2027
\$198,888.00	\$159,111.00	\$119,334.00	\$79,557	\$39,777.00