

ORIGINAL

RESOLUTION NO. R-2017-08

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT FOR A PUBLIC SAFETY
INTEROPERABLE COMMUNICATIONS RADIO LOAN BETWEEN
THE VILLAGE OF MAYWOOD AND THE COUNTY OF COOK, ILLINOIS**

WHEREAS, the County of Cook, Illinois ("Cook County") and the Village of Maywood (the "Village") are part of a regional collaboration to enhance interoperable public safety communications capabilities throughout Cook County; and

WHEREAS, the Illinois Emergency Management Agency ("IEMA") has received various grant funds from the U.S. Department of Homeland Security to support interoperable communications projects within the State of Illinois; and

WHEREAS, IEMA has awarded grant funding to Cook County to upgrade a certain digital radio system operated by Cook County to allow for state-wide communications among public safety agencies and to provide links from Cook County's digital radio system to achieve interoperability with radio systems belonging to other public safety agencies, such as the Village's police and fire departments; and

WHEREAS, Cook County and the Village believe that the goal of enhancing interoperable public safety communications capabilities within Cook County will be served by the loan of certain portable radios belonging to Cook County to the Village for use by the Village's public safety agencies, such as its police and fire departments; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to enter into an agreement entitled "Intergovernmental Agreement For A Public Safety Interoperable Communications Radio Loan" (the "Agreement") relative to the Village's use of certain radios and related equipment owned by Cook County for public safety communications purposes, subject to the terms and conditions set forth in the Agreement attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Cook County desires to enter into the attached Agreement (Exhibit "A") in order to loan certain radios and related equipment owned by Cook County to the Village for use by the Village for public safety communications purposes; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the attached Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve an agreement entitled "INTERGOVERNMENTAL AGREEMENT FOR A PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS RADIO LOAN" which is attached hereto as **Exhibit "A"** and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood, or their designees, to execute the attached Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

ADOPTED on the 24th day of January, 2017 and again on the 7th day of February, 2017, pursuant to a roll call vote as follows:

AYES: Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

NAYS: None

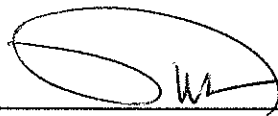
ABSENT: None

APPROVED this 9th day of February, 2017, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.



Village President

ATTEST:



Village Clerk




EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT
FOR A PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS
RADIO LOAN**

(attached)

INTERGOVERNMENTAL AGREEMENT

PUBLIC SAFETY INTEROPERABLE COMMUNICATIONS RADIO LOAN

This Intergovernmental Agreement (the "Agreement") is entered into by and between the County of Cook (the "County"), a public body corporate of the State and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, on behalf of the Cook County Sheriff, ("Sheriff"), and Maywood Police (the "Recipient"), a unit of local government of the State of Illinois.

I. RECITALS:

WHEREAS, the County and Recipient are part of a regional collaboration to enhance interoperable public safety communications capabilities throughout Cook County; and

WHEREAS, the Illinois Emergency Management Agency ("IEMA") has received various grant funds from the U.S. Department of Homeland Security, to support interoperable communications projects within the State; and

WHEREAS, in 2007, the IEMA awarded grant funding to the County to accomplish certain projects, including: (1) Upgrading the county's digital trunked radio system ("Digital Trunked System") to be P25 standard compliant (including the connection of County and municipal) radios to the State of Illinois' StarCom 21 system, thereby allowing state-wide communication) and (2) Providing links from the County's Digital Trunked System to achieve interoperability with radio systems belonging to participating entities such as Recipient ; and

WHEREAS, the County and Recipient believe that the goal of enhancing interoperable public safety communications capabilities within Cook County would be served by the loan by the County to Recipient of certain portable radios belonging to the County for the use of Recipient's public safety agencies, including, but not limited to, its police and fire departments on the terms more fully described herein; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

III. GRANT OF RIGHTS

Pursuant to this agreement, the County, acting through the Sheriff, shall make available to Recipient up to four (4) portable radios ("Radios"), which are and shall at all times be considered the property of the County. The specific quantity, type, model and any other pertinent characteristics of the Radios made

available to Recipient shall be set forth on an addendum to this agreement, which shall be in the form and substance as Attachment 1, attached to this Agreement and be incorporated into this Agreement without need for further action by either party. At any time during the course of this Agreement, the County may request the return of less than all of the Radios made available to Recipient pursuant to this Agreement and Recipient shall promptly comply with the County's request.

Accordingly, the County hereby grants to Recipient, upon the terms and conditions herein specified, permission to use the Radios for Recipient's official purposes, including, but not limited to, the purpose of enhancing Recipient's ability to achieve interoperable communications with the County and other public safety entities.

Recipient shall have no right to transfer, assign, sublease, or confer any rights or benefits with respect to the use of the Radios to any third party without the written permission of the County.

IV. TERM AND TERMINATION; EFFECTS OF TERMINATION

4.1 Term and Termination

This Agreement shall commence upon the date upon which both parties have duly executed it (the "Effective Date") and shall continue thereafter until terminated by either party. Either party wishing to terminate this Agreement may do so for any reason upon ninety (90) days written notice to the other.

A request by the County, pursuant to Section III, Grant of Rights, for a return of less than all of the Radios made available to Recipient pursuant to this Agreement shall not automatically operate to terminate this Agreement.

4.2 Effects of Termination

Effective upon the date of termination specified in writing by party terminating this Agreement: (1) Recipient's right to use the Radios shall cease; (2) Recipient's obligation to pay the Fees described in Section 6.2, Recipient, herein, shall cease, and (3) Recipient shall promptly return the Radios to the County.

V. CONTROL OF RESPECTIVE RADIO SYSTEMS

The County and its Sheriff have ultimate authority with regard to the County's Digital Trunked System. Recipient shall have ultimate authority over its own radio system. It is agreed by the parties that the County's Digital Trunked System is and shall remain under full control and supervision of the Sheriff and that the County is and shall be the sole owner of its existing Digital Trunked System as well as any new, added equipment that may in the future be made a part of the County's Digital Trunked System and other County networks or property. This status shall include all towers, radio equipment, connections, generators, computers, and all other such attachments and appurtenances.

It is further understood and agreed that Recipient is and shall be the sole owner of all of its existing radio system as well as any new, added equipment that may in the future be made a part of the Recipient's radio system and other Recipient networks or property, provided, however, that County-owned equipment that

may be installed at Recipient locations to make connections to the Digital Trunked System is and shall remain the County's property and shall not be disturbed.

VI. RESPONSIBILITIES OF THE PARTIES

6.1 The County:

- A. Delivery and Installation of Radios. Pursuant to a mutually agreed upon schedule, the County shall deliver the Radios described in Attachment 1 to Recipient and shall install the Radios in public safety first responder vehicles designated by Recipient. County shall not be responsible for any additional Radio installations and shall not be obligated to install a Radio if it determines, in its sole discretion, that the vehicle) provided by Recipient is unsuitable for such installation.
- B. Training. Pursuant to a mutually agreed upon schedule, the County shall provide training on the use and operation of the Radios to the appropriate Recipient personnel who will be responsible for such operation.
- C. Radio Frequencies; Access Codes. The County shall provide Recipient with the appropriate licensed frequencies upon which the Radios shall be used and shall provide updated or alternative frequencies as such frequencies become applicable. County shall also provide Recipient with any applicable access codes pursuant to which the Radios may be used to access the Digital Trunked System.
- D. Direct Costs. The County shall be responsible for those costs associated with the core operations of its Digital Trunked System (the "Direc Costs"), which include the following:
 - i. Maintenance costs for Digital Trunked System expenses that are directly billed to the County by the providers of such maintenance services;
 - ii. Telephone and utility costs and expenses;
 - iii. Direct labor costs of County Digital Trunked System technicians, engineers and other personnel assigned to the ongoing use of the Digital Trunked System;
 - iv. Other costs which are directly attributable to the cost of the Digital Trunked System, excluding rental costs.

6.2 Recipient:

- A. Monthly Access Fee. Recipient shall pay the County a monthly fee in exchange for the right to access the Digital Trunked System. This fee shall be calculated as follows:
 - i. The total dollar-for-dollar amount of the Direct Cost items listed in Section 6.1(D), Direct Costs, above, divided by the total number of Users* on the Digital Trunked System multiplied by the total number of Recipient Users (Monthly Access Fee = Direct Costs + total number of Users on Digital Trunked System x total number of Recipient Users). The actual costs and quantities employed in the formula used to calculate the Monthly Access Fee are set forth in Attachment 2, attached to this Agreement. Attachment 2 will be updated by the County from time to time as the applicable costs and quantities change, but no less than annually.

- ii. * For purposes of this Section 6.2, a "User" means an individual, active or assigned radio user identification number for a radio programmed to be operational on the Digital Trunked System, whether or not it is a Radio subject to this Agreement. Radio user identification numbers assigned to inactive or reserve radios that are not programmed to be operational on the Digital Trunked System are not included in this definition.
- B. Reimbursements. Recipient shall reimburse the County for costs incurred by the County as a result of purchases made by the County at the request of and for the benefit of Recipient. These costs may either be billed to the Recipient by the County or billed directly to the Recipient by the applicable vendor and include, but are not limited to, the following:
 - i. Per unit maintenance costs associated with Recipient's Users that are billed directly;
 - ii. Programming, re-programming, or other expenses associated with the maintenance of Recipient's Users;
 - iii. Installation or re-installation costs of equipment that requires permanent installation;
 - iv. Special equipment, service, or connections for which only Recipient directly benefits.
- C. Use of Radios. Recipient shall use the Radios only for official purposes and shall keep each Radio tuned at all times to the licensed interoperable frequencies designated by the Sheriff. Recipient shall conduct a monthly test of each Radio that will evidence to the Sheriff that the Radio is operational and tuned to the correct frequency. Recipient shall ensure that any access codes provided by the County shall only be given to those authorized by the County to receive them.
- D. Cooperation and Access. Throughout the term of this Agreement, Recipient shall provide the County with reasonable cooperation and access to its facilities to promote the delivery and installation of the Radios, the training of the Recipient's personnel and any other purposes of this Agreement.
- E. Risk of Loss; Insurance. Upon the installation of the Radios in Recipient's vehicles or upon its premises, Recipient shall bear the risk of loss for any damage or loss to such Radios. Accordingly, throughout the term of this Agreement, Recipient shall procure and maintain property insurance that shall provide coverage against all risks of physical loss and/or damage on a full replacement cost valuation basis without deduction for depreciation. Such insurance shall list Cook County as a named insured and loss payee.
- F. Release and Indemnification; Covenant not to Sue
 - i. **Release and Indemnification.** Recipient is not purchasing the Radios and is making any payment to the County to reimburse the County for the County's purchase of the Radios. In entering into this Agreement, County seeks to enhance the ability of Recipient and its first responders to communicate and respond to threats or emergencies. Accordingly, in consideration of the terms and conditions of this Agreement, with the exception of intentional torts committed by County, Recipient hereby releases and agrees to indemnify and

hold harmless the County, and all of its present, former and future officers, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs, and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this agreement or to the use of the Digital Trunked System.

- ii. **Covenant Not to Sue.** Recipient hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, shareholders, directors, partners, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County, its officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement.

VII. MISCELLANEOUS TERMS

7.1 **No Joint Venture.** This Agreement shall in no event be construed in such a way that either County or Recipient constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venturer of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

7.2 **Notice.** All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County: Cook County Sheriff
 Attn: General Counsel
 Richard J. Daley Center, Room 704
 Chicago, IL 60602

If to the Recipient: **Mr. Willie Norfleet, Jr.**

 The Village of Maywood
 40 West Madison
 Maywood, Illinois 60153

7.3 **Entire Agreement.** This Agreement constitutes the entire agreement of the County and Recipient with respect to the subject matter hereof and supersedes all other prior and

contemporary agreements, understandings, representations, negotiations, and commitments between Recipient and County with respect to the subject matter hereof.

7.4 **Approval Required and Binding Effect.** This Agreement between County and Recipient shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against Recipient and, once duly authorized and executed as set forth herein, against the County.

7.5 **Representations.** Recipient represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the Parties through their authorized representatives as set forth below:

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:

Honorable David Orr
Cook County Clerk

Dated: _____

ACKNOWLEDGED:

Thomas Dart
Cook County Sheriff

Approved as to form:

Assistant State's Attorney

RECIPIENT: The undersigned, on behalf of the Recipient, hereby accept the foregoing Intergovernmental Agreement:

Print Name: **Valdimir Talley, Jr.**
Title: **Chief of Police**

Date: _____

