

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD  
AND  
THE VILLAGE OF PALOS PARK  
(Distribution of 9-1-1 Surcharge Funds)**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Cook County Emergency Telephone System Board (“ETSB”) and the Village of Palos Park (“Village”) (sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

**I. RECITALS**

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

**WHEREAS**, the State of Illinois has enacted the Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* (“Act”) which enables a county to impose a surcharge on billed subscribers of network connections provided by telecommunications carriers at a rate per network connection in order to implement and maintain a 911 Emergency Telephone System (“Surcharge Funds”); and

**WHEREAS**, pursuant to 50 ILCS 15.4(a)(2), the Village has requested that it be included in the County 9-1-1 System and the ETSB has agreed to accept the Village into the County 9-1-1 System; and

**WHEREAS**, the consolidation of the Village’s Emergency Telephone System Board with the Cook County ETSB has been approved by the Illinois State Police Office of the Statewide 9-1-1 Administrator; and

**WHEREAS**, the ETSB receives the Surcharge Funds allocated for each member of the ETSB from the Illinois State Police, and the Village has agreed to use a specified percentage of those Surcharge Funds to reimburse the ETSB for the use of the County 9-1-1 System, including 9-1-1 Center operations and technology; and

**WHEREAS**, the Village and ETSB have agreed that fifty percent (50%) of the Village’s Surcharge Funds shall be forwarded by the ETSB to the Cook County Sheriff’s Office for the payment of a portion of the Village’s dispatch costs payable to the Sheriff’s Office;

**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 herein.

**III. TERM**

The term of this Agreement shall commence upon the date of consolidation approval by the Illinois State Police Office of the Statewide 9-1-1 Administrator (“Effective Date”) and shall continue as long as Village is a member of the ETSB (“Term”).

#### **IV. TERMINATION**

During the Term, either Party may terminate this Agreement upon ninety (90) days written notice to the other Party.

#### **V. DISTRIBUTION OF VILLAGE SURCHARGE FUNDS**

The Parties agree that 50% of the Village's Surcharge Funds shall be paid by the ETSB, on behalf of the Village, to the Cook County Sheriff's Office ("Sheriff") to reimburse the Sheriff for dispatch services pursuant to an Intergovernmental Agreement between the Village and the Sheriff dated December 9, 2019 and the remaining 50% of the City's Surcharge Funds will constitute reimbursement to the ETSB for the support of the 9-1-1 Center's operations and technology ("ETSB Reimbursement"). The ETSB shall make such reimbursement payments quarterly based on the ETSB's fiscal year with any partial year prorated based on the number of days this Agreement has been in effect for that year. The Parties agree that in the event the Illinois State Police fail to distribute the Surcharge Funds to the ETSB, for any reason whatsoever, then the ETSB shall withhold reimbursement of the Village's Surcharge Funds to both the Sheriff and ETSB until such time as the Surcharge Funds are distributed to the ETSB by the Illinois State Police.

#### **VI. INDEMNIFICATION**

A. Except as to liabilities, claims, demands or suits arising out of any negligent act or omission of the ETSB or its officers, agents or employees, Palos Park agrees to indemnify, defend, save and hold, to the maximum extent permitted by law, the ETSB and its agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of Palos Park pursuant to this IGA or member of the public arising out of any negligent act or omission of Palos Park and/or its agents, officers, or employees in the performance of this IGA.

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

C. The Parties each acknowledge and represent that they are presently insured through insurance with a financially sound and reputable insurance company, self-insurance or risk pooling agreement in such amounts and covering such risks as the Parties reasonably believe are sufficient for their performance under this IGA.

D. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which either Party may have under the Local Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*, with respect to any claim brought by a third party.

#### **VII. DISPUTE RESOLUTION**

In the event of a dispute between the Village and the ETSB 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 Village's General Counsel and the ETSB's Attorney are responsible for promptly 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.

#### **VIII. 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 ETSB: Cook County Emergency Telephone System Board  
9511 W. Harrison Street  
Des Plaines, Illinois 60016  
Attn: Executive Director  
Fax: 847-294-4745

If to the Village: Village of Palos Park  
8999 West 123<sup>rd</sup> Street  
Palos Park, IL 60464  
Attn: Richard Boehm, Village Manager  
Fax: 708-448-9542


## IX. GENERAL

- 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 Agreement.
- B. 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.
- C. Governing Law and Venue. This Agreement 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 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. Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior Agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this Agreement 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 Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement 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 Agreement 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.*

[SIGNATURE PAGE FOLLOWS]

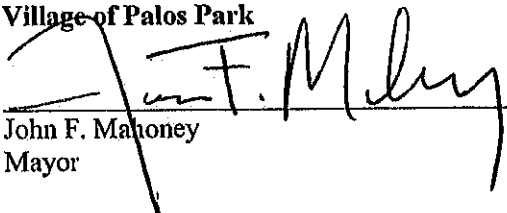
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the properly authorized officials on the day and year written below.

**Cook County Emergency Telephone System**

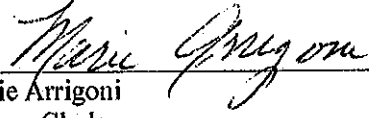
  
\_\_\_\_\_  
Martin Bennett  
Executive Director

Dated: 12/18/19

**Village of Palos Park**

  
\_\_\_\_\_  
John F. Mahoney  
Mayor

Attest:

  
\_\_\_\_\_  
Marie Arrigoni  
Village Clerk

Dated: 12/9/2019