

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN

THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

AND THE

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

FY 2009

Effective January 1, 2009 to November 30, 2009

DATED: _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COOK COUNTY EMERGENCY TELEPHONE SYSTEM
BOARD
AND THE MUNICIPAL AGENCY KNOWN AS**

FOR THE FUNDING OF A 9-1-1 SURCHARGE REALLOCATION

This AGREEMENT is made and entered into on the ____ day of _____, 2009, by and between the COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereafter referred to as "ETSB") and the MUNICIPAL AGENCY known as _____ (hereafter referred to as "MUNICIPAL AGENCY").

WHEREAS, the ETSB has created a Surcharge Reallocation program as outlined in "Exhibit One", attached hereto, and hereby incorporated by reference; and

WHEREAS, the MUNICIPAL AGENCY has agreed to participate in said Surcharge Reallocation Program, and by doing so, has agreed to all of the terms and conditions as outlined in said agreement; and

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation;

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this AGREEMENT and the attached "Exhibit One," the sufficiency of which are hereby acknowledged, the ETSB, and the MUNICIPAL AGENCY agree as follows:

- A. That the parties agree to be bound by each and every term and condition as set forth in "Exhibit One" and that all such terms and conditions are hereby made a part of this agreement as if here fully set forth in this INTERGOVERNMENTAL AGREEMENT.
- B. That this Surcharge Reallocation is expressly given by the ETSB to the MUNICIPAL AGENCY as a single Surcharge Reallocation for specific qualifying goods and/or services in accordance with "Exhibit One", and is not to be construed as a continuing Surcharge Reallocation for this, or any other purpose.

- C. That this Surcharge Reallocation is not a continuing Surcharge Reallocation but is limited to a one time only agreement, unless the ETSB, at its sole discretion, determines that additional Surcharge Reallocations or extensions are to be allowed.
- D. The term of the Agreement will take effect as of January 1, 2009 and continue through November 30, 2009.
- E. The receiving agency acknowledges that all purchases made by it shall be legal, proper and in accordance with the "Emergency Telephone System Act", 50 ILCS 750.
- F. That attached hereto, and hereby incorporated by reference as "Exhibit Two", is the specific dollar amount of the Surcharge Reallocation as approved by the ETSB.
- G. That attached hereto, and hereby incorporated by reference as "Exhibit Three", is the surcharge expenditure audit reporting form that shall be completed by the MUNICIPAL AGENCY in accordance with "Exhibit One".
- H. That attached hereto, and hereby incorporated by reference as "Exhibit Four", is the Contact Information form that shall be completed by the MUNICIPAL AGENCY and returned to the ETSB with this executed agreement.

I. MISCELLANEOUS

1. Nonliability: No party to this AGREEMENT shall be liable to any other party for any loss, claim or damages as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from acts of the other party, acts of the government, acts of God, acts of third persons, strikes, embargoes, delays in the mail, transportation and delivery, network or power failures and shortages, fires, floods, epidemics and unusually severe weather conditions, or other causes beyond the control of such party.
2. 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.
3. Severability: The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this AGREEMENT is unenforceable as a matter of law, such part or provision of the AGREEMENT shall be deemed severable and the remainder of the AGREEMENT shall survive.

4. Notice: All notices required herein shall be in writing and be served personally or by registered or certified mail, return receipt requested, upon the parties at their principal administrative offices or as otherwise designated.
5. Governing law: This agreement shall be governed, interpreted and construed according to the laws of the State of Illinois.
6. Amendment: This AGREEMENT and attached exhibits contains the entire agreement of the parties and shall supersede any prior agreements or understandings, written or oral, and may only be altered, modified or amended by written consent of the parties.
7. Compliance with laws: The parties agree that they will each observe and comply with all applicable federal, state and local laws that affect performance under this AGREEMENT.
8. Indemnification: The MUNICIPAL AGENCY hereby holds harmless the ETSB for any claims, losses, damages and liabilities whatsoever relative to actions by third parties as a result of this Surcharge Reallocation and/or the purchase of goods and services with the Surcharge Reallocation funds. MUNICIPAL AGENCY agrees to hold harmless and defend the ETSB, its staff and Board members, from and against any claims, losses, damages and liabilities, including costs, expenses, and attorney's fees.
9. The ETSB, or its designee, shall have the authority to audit services, equipment or materials purchased through the 9-1-1 Surcharge Reallocation Program to ensure that said services, equipment or materials are being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines. This audit authority shall remain in effect for the life of the service, equipment or materials purchased through the 9-1-1 Surcharge Reallocation. Should the ETSB determine that the service, equipment or materials are not being used in accordance with the Emergency Telephone System Act and the 9-1-1 Surcharge Reallocation Program Guidelines, then said service, equipment or materials shall be removed and returned to the ETSB, at the expense of the agency, or the agency shall be required to refund the financial assistance received from the ETSB. The ETSB shall have sole discretion in determining which method of recovery shall be followed by the agency.

10. Forfeiture: Any use of surcharge reallocation funds that is not in compliance with the intergovernmental agreement, shall cause forfeiture of any unexpended reallocation funds and cause forfeiture of any future rights under this or any subsequent grant or surcharge reallocation program by the ETSB.
11. Term of Agreement: The term of said agreement will take effect as of January 1, 2009 and continue through November 30, 2009.
12. The agency shall pay all reasonable attorneys' fees to the ETSB for any action necessary to enforce any part of this agreement.

SIGNED:

COOK COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

BY: _____
ALBERT PRITCHETT, CHAIRMAN

DATED _____

MUNICIPAL AGENCY _____

BY: _____

TITLE: _____

DATED: _____