

## NEW ITEMS AGENDA

Meeting of the Cook County Board of Commissioners  
County Board Room, County Building  
Tuesday, July 11, 2012, 10:00 A.M.  
Issued: Friday, July 6, 2012  
\* \* \* \* \*

### PRESIDENT

#### INTERGOVERNMENTAL AGREEMENT BETWEEN COOK COUNTY AND COOK COUNTY FOREST PRESERVE REGARDING CERTAIN REIMBURSEMENTS

##### NEW ITEM #1

Transmitting a Communication, dated July 6, 2012 from

TONI PRECKWINKLE, President, Cook County Board of Commissioners

This Intergovernmental Agreement (“IGA”) is dated \_\_\_\_\_, 2012 by and between Cook County (the “County”) and the Cook County Forest Preserve District (the “Forest Preserve”) (collectively, the “Parties”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 22011 *et seq.*

##### I. RECITALS

**WHEREAS**, the County provides various services (the “County Services”), as described below, to the Forest Preserve for which the County wishes to be reimbursed;

**WHEREAS**, the County’s intergovernmental relations staff provides legislative liaison services (the “Intergovernmental Relations Services”) to the Forest Preserve, including, but not limited to developing and executing proactive and reactive strategies on legislative, regulatory and administrative proposals and rules and regulations under consideration by the County Board of Commissioners, the City of Chicago City Council, and the Illinois General Assembly for relevant discussions and potential affect upon the Forest Preserve;

**WHEREAS**, the County Department of Risk Management (“Risk Management”) administers the health benefits plans of Forest Preserve employees, including handling all aspects of health benefit plan administration, processing of information to the database, reconciliation, claims management, and open enrollment communications;

**WHEREAS**, the County Bureau of Administration provides high-volume multi-function copy, print, scan and fax rental equipment (the “Equipment Rental Services”) and, through its print shop, provides various printing and graphic design services (the “Print Services”) to the Forest Preserve for internal and external communications;

## **PRESIDENT continued**

### **NEW ITEM # 1 cont'd**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

#### **II. INCORPORATION OF RECITALS**

The recitals above are incorporated herein as though fully set forth.

#### **III. REIMBURSEMENT**

The Forest Preserve agrees to compensate the County for the County Services as set forth below:

- a. For the Intergovernmental Relations Services, the Forest Preserve shall pay the County the sum of \$90,000.00 annually;
- b. For the services related to the administration of health benefits plans, the Forest Preserve shall pay the County the sum of \$10,000 annually
- c. For the Print Services, the Forest Preserve shall pay the County for actual services rendered up to the sum of \$90,000.00 annually;
- d. For the Equipment Rental Services, the Forest Preserve shall pay the County for actual equipment rental costs up to the sum of \$50,000 annually.

#### **IV. TERM**

The term of this IGA shall commence, retroactively, January 1, 2008 and end December 31, 2013 (the "Initial Term"). The Agreement shall automatically renew for additional one-year terms (each a "Renewal Term") unless otherwise terminated. During the Initial Term, either party may terminate this Agreement upon ninety (90) days written notice to the other party. Thereafter, this Agreement may be terminated during any Renewal Term by either party upon sixty (60) days written notice to the other.

#### **V. 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

**PRESIDENT continued**

**NEW ITEM # 1 cont'd**

If to the Cook County  
Office:

Office of President  
5<sup>th</sup> Floor, County Building  
118 North Clark Street  
Chicago, Illinois 60602

If to the Cook County  
Forest Preserve District:

Forest Preserve District of Cook County  
536 North Harlem Avenue  
River Forest, Illinois 60305  
Attn: General Superintendent

With a copy to:

Forest Preserve District of Cook County  
69 West Washington, Suite 2010  
Chicago, Illinois 60602  
Attn: Legal Department

**VIII. GENERAL**

- A. *Compliance with Laws.* The County and the District 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 internal 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.

**PRESIDENT continued**

**NEW ITEM # 1 cont'd**

- F. *Conflicts*. This Agreement shall not be legally binding on the County or the Forest Preserve if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*
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**NEW ITEM #2**

Transmitting a Communication, dated July 6, 2012 from

TONI PRECKWINKLE, President, Cook County Board of Commissioners

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK  
ON BEHALF OF THE COOK COUNTY SHERIFF AND THE FOREST PRESERVE DISTRICT  
OF COOK COUNTY**

This Intergovernmental Agreement ("IGA") is entered into by and between the County of Cook ("County") on behalf of the Sheriff of Cook County ("Sheriff") and the Forest Preserve District of Cook County ("District") (collectively, the "Parties"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 22011 *et seq.*

**I. RECITALS**

**WHEREAS**, the Cook County Emergency Telephone Systems Board (the "ETSB") is empowered under the Emergency Telephone System Act to administer the operation of the Cook County 9-1-1 system in the unincorporated areas of Cook County and Dixmoor, Ford Heights, Golf, Northlake, Phoenix, Robbins and Stone Park.

**WHEREAS**, since 1985, the ETSB has provided 24 hour, 7 day a week 911 services for, and the Sheriff has processed calls and provided other dispatching services to, the District.

**WHEREAS**, such services include call taking, dispatching, and radio monitoring.

**WHEREAS**, in 1997, the Parties had discussions regarding possible funding by the District of a portion of the dispatching services the Sheriff's office provides at the ETSB.

**WHEREAS**, to date, no IGA has been finalized to facilitate funding of the dispatching services.

**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.

**PRESIDENT continued**

**NEW ITEM # 2 cont'd**

**III. GENERAL PROVISIONS**

- A. **TERM:** The term of this IGA shall be retroactive, starting January 1, 2008 and shall end December 31, 2013, with the option of renewing for a subsequent two (2) year period. Either the Sheriff or the District may request a renewal within sixty (60) days of the end of this IGA Term. The IGA shall be effective when approved by the Board of Commissioners of both the County and the District.
- B. **TERMINATION:** Either the County, upon the request of Sheriff, or the District, may terminate this IGA at any time after the first six (6) months of its term upon thirty (30) days written notice
- C. **REIMBURSEMENT:** The District agrees to reimburse the Sheriff based on the following schedule:
- a. For each of County Fiscal Years 2008, 2009, 2010, and 2011, the District shall pay the Sheriff \$180,000;
  - b. For each of County Fiscal Years 2012 and 2013, the District shall pay the Sheriff \$250,000;

The sum of these reimbursement payments is \$1,220,000. The invoices for the payments for County fiscal years 2008, 2009, 2010 and 2010, and 2011 shall be issued upon execution of the IGA and the invoices for fiscal years 2012 and 2013 shall be issued on a quarterly basis. Upon receipt of payment from the Forest Preserve District, the Sheriff's Office will transmit the payments to the Comptroller's Office where it will be deposited in the "Intergovernmental/ETSB" special purpose fund.

**IV. INDEMNIFICATION:**

- A. The District agrees to indemnify, defend, save and hold the County and the Sheriff, and their respective Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of the District pursuant to this IGA or member of the public arising out of any negligent act or omission of the District and/or its agents, officers, or employees in the performance of this IGA.
- B. The County agrees to indemnify, defend, save and hold the District, and its agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of the Sheriff's Office pursuant to this IGA or member of the public arising out of any negligent act or omission of the Sheriff and/or its agents, officers, or employees in the performance of this IGA.

**PRESIDENT continued**

**NEW ITEM # 2 cont'd**

**V. DISPUTE RESOLUTION:**

In the event of a dispute between the District and the Sheriff concerning this IGA, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Sheriff's General Counsel and the District's Chief Attorney are responsible for promptly resolving the dispute in good faith and in a cooperative manner.

**VI. 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 Cook County  
Sheriff's Office:

Cook County Sheriff's Office  
50 West Washington  
Ste. 704  
Chicago, Illinois 60602  
Attn: General Counsel

If to the Cook County  
Forest Preserve District:

Forest Preserve District of Cook County  
536 North Harlem Avenue  
River Forest, Illinois 60305  
Attn: General Superintendent

With a copy to:

Forest Preserve District of Cook County  
Legal Department  
69 West Washington, Ste. 2010  
Chicago, Illinois 60602  
Attn: Chief Attorney

**VII. 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 IGA.

**PRESIDENT continued**

**NEW ITEM # 2 cont'd**

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

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**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT**

**NEW ITEM # 3**

Transmitting a Communication, dated July 6, 2012 from

JOHN YONAN, P.E, Superintendent of Highways

Re: Palatine Township  
Various Locations  
Section: 12-25156-90-RS  
Contract No. 12-28-221

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 12-28-221 with Geske & Sons, Inc., Crystal Lake, Illinois.

**BUREAU OF ADMINISTRATION**  
**HIGHWAY DEPARTMENT continued**

**NEW ITEM #3 cont'd**

Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. On May 23, 2012, six (6) bidders responded. Geske & Sons was the lowest responsive and responsible bidder recommend for Award.

Reason: This contract with Geske & Sons, Inc. consists of milling and resurfacing of the existing Hot-Mix Asphalt (HMA) pavement along various streets in Unincorporated Palatine Township. The project will consist of milling the existing HMA pavement to a depth of 1.5 in. and resurfacing the milled pavement with Leveling Binder (Machine Method), IL 9.5, N50, as needed, and 2 In. Hot Mix Asphalt Surface Course, Mix "D", IL-12.5 or IL- 9.5, N70. Also included are provisions for Class D Patches, Thermoplastic Pavement Markings, and Traffic Protection for the following streets in Unincorporated Palatine Township .

Grove Lane  
Francis Lane  
Knoxboro Lane  
Beaumont Lane  
Hillside Road

The cost savings are estimated at \$110,881.70 based on the engineer's estimate.

Estimated Fiscal Impact: \$374,503.80 from the Motor Fuel Tax Fund Township Roads (610-585 Account).

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**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**

**NEW ITEM #4**

Transmitting a Communication, dated June 20, 2012 from

HERMAN BREWER, Bureau Chief, Bureau of Economic Development  
and  
MARIA DE LOURDES COSS, Chief Procurement Officer

requesting authorization for the Chief Procurement Officer to enter into and execute Contract #12-18-142 with Walsh Construction Company II, LLC, Chicago, Illinois, for Countywide Warehouse and Records Storage Center - Hawthorne project.



**BUREAU OF ECONOMIC DEVELOPMENT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT continued**

**NEW ITEM #4 cont'd**

Reason: The project consists of the build-out of 371,000 square feet of space within the Hawthorne Warehouse to accommodate general storage and records management complete with administrative operations for the Clerk of the Circuit Court, the County Clerk and the Bureau of Health. Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance. Walsh Construction Company II, LLC was the lowest responsive and responsible bidder and is recommended for the award. The low bidder's cost savings realized by Cook County is \$1,747,032.00 based on the Engineer's estimate for this project.

Estimated Fiscal Impact: \$ 33,731,719.00.

20000 County Physical Plant

The Purchasing Agent concurs.

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**OFFICE OF THE SHERIFF**  
**FISCAL ADMINISTRATION AND SUPPORT SERVICES**

**NEW ITEM #5**

Transmitting a Communication, dated June 27, 2012 from

THOMAS J. DART, Sheriff of Cook County

by:

ALEXIS HERRERA, Chief Financial Officer

requesting authorization for the Cook County Sheriff, to execute an agreement with BOC Land, LLC, Chicago, Illinois, for the sale of Intellectual Property Assets.

Reason: During the investigation at the Burr Oak Cemetery the Sheriff's Office collected vast amounts of information and developed various databases pertaining to burial records at the cemetery.

BOC Land, LLC, is the current owner of Burr Oak Cemetery and has agreed to reimburse Cook County for all rights, titles and interest of the database. In addition, they will also own the domain name <http://burroak.net>.

Estimated Fiscal Impact: Revenue Generating - \$100,000.00.

Approved as to form by the Cook County State's Attorney's Office.