THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

RESOLUTION NUMBER 2024-038

A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, RATIFYING THE EXECUTION OF AN ENROLLMENT AGREEMENT BY AND BETWEEN THE CITY AND T-MOBILE USA, INC. RELATED TO WIRELESS SERVICES.

FRED BILOTTO, Mayor RAEANN CANTELO-ZYLMAN, City Clerk JAIRO FRAUSTO, City Treasurer

> DEXTER JOHNSON LUIZ MONTOYA NANCY RITA BILL FAHRENWALD GABRIEL McGEE CANDACE CARR JOSH ROLL

> > Aldermen

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WHEREAS, the City of Blue Island, Cook County, Illinois (the "City") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, on September 27, 2024, the City and T-Mobile USA, Inc. ("*T-Mobile*") through Sourcewell, entered into an agreement relating to wireless products and services to be provided to the City, a copy of which is attached hereto and made a part hereof as <u>Exhibit A</u> (the "*Agreement*"); and

WHEREAS, the Mayor and Aldermen of the City of the City of Blue Island, Cook County, Illinois, deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to ratify the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Blue Island, Cook County, Illinois as follows:

- **Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.
- **Section 2.** The Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby ratified substantially in the form presented.
- **Section 3**. The Mayor and Aldermen of the City are hereby authorized and directed to execute and deliver any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.
- **Section 4.** The officials, officers and employees of the City are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement.
 - Section 5. If any section, paragraph, clause or provision of this Resolution shall be

held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

- **Section 6**. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.
- **Section 7**. This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

(Intentionally Left Blank)

ADOPTED this $8^{TH}\,\mbox{day}$ of OCTOBER, 2024, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

APPROVED by the Mayor on OCTOBER 8, 2024.

FRED BILOTTO

MAYOR OF THE CITY OF BLUE ISLAND, COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this 87H day of OCTOBER, 2024.

EANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)	
)	SS
COUNTY OF COOK)	

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, RATIFYING THE EXECUTION OF AN ENROLLMENT AGREEMENT BY AND BETWEEN THE CITY AND T-MOBILE USA, INC. RELATED TO WIRELESS SERVICES.

RESOLUTION NO. 2024-038 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the 8TH of October, 2024; that at said meeting 7 Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of 7 Alderman voted Aye and 0 Alderman voted Nay and 0 Alderman voted Abstain and 0 Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this 8TH day of October, 2024.

CORPORATE SEAL

City Clerk

Exhibit A

Agreement

(see attached)

SOURCEWELL PARTICIPATING ENTITY ENROLLMENT AGREEMENT

Participating Entity Name:	City of Blue Island	("Participating Entity")
	on-Profit (501(c)3) organization:Yes o	
Address:	reenwood Ave Blue Island IL 60 	406
Billing Address (if different	from above):	

This Participating Entity Enrollment Agreement for Wireless Services (this "<u>Enrollment Agreement</u>") is between **T-Mobile USA**, **Inc.**, a Delaware company, **as contracting agent on behalf of the applicable T-Mobile affiliates providing the Products and Services "<u>T-Mobile</u>") and Participating Entity.**

T-Mobile USA, Inc. and Sourcewell ("<u>Customer</u>") entered into a Contract (Contract Number: 031924-SPT)) (the "<u>Customer Agreement</u>") dated June 4, 2024 for T-Mobile to provide wireless products and services to Customer. As provided in the Customer Agreement, Participating Entity may purchase wireless Products and Services in accordance with the terms and conditions of this Enrollment Agreement.

T-Mobile and Participating Entity agree as follows:

- 1. Relationship of Parties. By signing this Enrollment Agreement, Participating Entity represents that it is a Sourcewell Participating Entity as defined in the Customer Agreement. Upon execution of the Enrollment Agreement by Participating Entity, Participating Entity will be eligible to submit orders ("Order") for the Products and/or Services set forth in the Customer Agreement.
- Terms and Conditions. By signing the Enrollment Agreement, Participating Entity agrees to be bound by the applicable terms and conditions of the Customer Agreement and its Attachments, as amended.
- 3. TERM. The term of this Enrollment Agreement (the "Term") begins on the date the last party signs this Enrollment Agreement ("Effective Date") and will remain in effect until either T-Mobile or Participating Entity exercises its right to terminate this Enrollment Agreement in accordance with the Standard Terms and Conditions (as defined below). Notwithstanding the foregoing, if (A) the Customer Agreement expires, is not renewed by Customer, or is terminated by either Customer or T-Mobile or (B) Participating Entity ceases to meet the eligibility requirements set forth Customer Agreement, then T-Mobile may either (1) establish a new Term for this Enrollment Agreement and adjust the discounts and pricing applicable to Participating Entity, or (2) terminate this Enrollment Agreement by giving Participating Entity 60 days' prior written notice.
- 4. SERVICES. Participating Entity may receive the same pricing and discounts for Products and Services under this Enrollment Agreement as provided under the Customer Agreement. Notwithstanding the foregoing, Participating Entity is not eligible to receive any early termination fee waivers, administrative fee payments (or similar payments), or credits that are provided to Customer under the Customer Agreement.

5. OTHER TERMS AND CONDITIONS

- A. Participating Entity agrees that T-Mobile's Standard Government Terms and Conditions for Communications Services ("TfG Terms and Conditions"), as posted at https://www.t-mobile.com/business/terms-and-conditions (the "Terms and Conditions Website") and as amended from time to time, are incorporated into this Enrollment Agreement and apply to all T-Mobile Products and Services acquired or used under this Enrollment Agreement. Participating Entity's use of Products and Services is also governed by the applicable Product or Service-specific terms and conditions posted in the "TfG Services and Products; Third-Party Solutions" section of the Rates and Conditions Website ("Product Terms and Conditions"), including the Wireless Services Product Annex. For the purpose of this Enrollment Agreement, "Customer" as it is used in the Standard Terms and Conditions and the Product Terms and Conditions, will be deemed to refer to Participating Entity.
- **B.** Participating Entity agrees that T-Mobile and Customer may modify and amend the rates, charges, discounts and terms and conditions under the Customer Agreement, which may result in a modification of the rates, charges, discounts and terms and conditions applicable to this Enrollment Agreement.
- C. Participating Entity agrees that this Enrollment Agreement is only for the benefit of Participating Entity. Participating Entity's contractors, Affiliates, subsidiaries, members, franchisees, distributors, suppliers, etc. are not eligible to purchase under this Enrollment Agreement.

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City of Blue Island

D. Participating Entity agrees that T-Mobile may provide reports to Sourcewell consisting of Participating Entity's name, address, total amount spent, service and product purchase information and other items as required under the Customer Agreement or under this Enrollment Agreement.

In order to become effective, this Enrollment Agreement must be executed by a duly authorized representative of Participating Entity and delivered to T-Mobile after signing. Upon Participating Entity's execution of this Enrollment Agreement, it shall be deemed accepted by T-Mobile without counter-signature; provided that, Participating Entity does not make any modifications, interlineations, addition, supplement and/or other change(s) ("Changes") to this Enrollment Agreement. Any Changes to this Enrollment Agreement by Participating Entity shall render this Enrollment Agreement null and void.

[Participating Entity Legal Name]	
Occudigned by:	
Mask Patoska	
Signed By	
Mark Patoska	
Name	
(print or type)	
Deputy City Administrator Title	
7083967 (pajint or type)	
mpatoska@cityofblueisland.org	
E-Mail	
Address 13501 Greenwood Ave Blue Island IL	. 60406
9/27/2024	
Date Signed (required)	
	95440
Sourcewell Participating Entity Number (required):	

<u>Once this form is complete, if not submitting electronically then email to: sourcewell@t-mobile.com</u> <u>OR</u> For questions, please send to: <u>sourcewell@t-mobile.com</u>