
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2024-046**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, AUTHORIZING AND APPROVING AN
AGREEMENT WITH ILLINOIS LAW ENDORCEMENT
ALARM SYSTEM (ILEAS).**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
NANCY RITA, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Aldermen

RESOLUTION NUMBER 2024- 046

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
AUTHORIZING AND APPROVING AN AGREEMENT WITH ILLINOIS LAW
ENFORCEMENT ALARM SYSTEM (ILEAS)**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating 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, the City desires to authorize and approve the execution of an agreement with ILEAS to obtain reimbursement for the purchase of less than lethal devices through the Illinois Criminal Justice Information Authority (ICJIA), a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City of Blue Island deem it advisable and in the best interests of the health, safety and welfare of the residents of the City to authorize and approve the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the 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 with ILEAS, a copy of which is attached hereto as Exhibit A, is hereby approved substantially in the form presented to the Mayor and City Council, with such necessary changes as may be authorized by the Mayor, the execution thereof to constitute the approval by the Mayor and City Council of any and all changes or revisions therein contained.

Section 3. The Mayor and Aldermen of the City of are hereby authorized and directed to executed and deliver the Proposal and any and all other documents necessary to implement the terms therein

Section 4. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Proposal to complete satisfaction of the agreement provisions, terms or conditions stated therein.

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 required by law.

(Left intentionally blank)

ADOPTED this 12TH day of NOVEMBER, 2024, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON			X		
Alderman FAHRENWALD	X				
Alderman					
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	5		1		

APPROVED by the Mayor on NOVEMBER 12, 2024.

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

ATTESTED and Filed in my office this
12TH day of NOVEMBER, 2024.

RAEANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

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, AUTHORIZING AND APPROVING AN AGREEMENT WITH ILLINOIS LAW ENDORCEMENT ALARM SYSTEM (ILEAS).**

RESOLUTION NO. 2024-046 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **12TH of November, 2024**; that at said meeting **5** 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 **5** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** 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 **12th** day of **November, 2024**.

CORPORATE SEAL


City Clerk

Exhibit A

Agreement

(see attached)

ILEAS
Less Lethal Alternatives for Law Enforcement
Less Lethal Device Grant Agreement

1. **PARTIES.** The parties to this Agreement are the Illinois Law Enforcement Alarm System (ILEAS) and

Blue Island Police Dept

(Recipient)

2. **PURPOSE.** There is a critical need to ensure local law enforcement agencies throughout Illinois are properly trained and equipped to respond to a variety of emergencies and calls for service that involve violence or threats of violence. The goal in any response involving violence is to mitigate the situation and avoid the use of lethal force through less lethal alternatives and, when necessary, the use of Less Lethal Devices. Through a grant from the Illinois Criminal Justice Information Authority (ICJIA), ILEAS has agreed to reimburse Recipient for the purchase of Less Lethal Devices.

3. **LESS LETHAL DEVICES.** As set forth in paragraph 4. Award, ILEAS agrees to Award to Recipient the following Devices: **0** Axon TASER 7 and **5** Axon Taser 10 energy weapon packages (Awarded Devices).

a. A Taser 7 Package is described as including;

- 1) Taser 7 Handle, Yellow, Class 3R
- 2) Taser 7 Live Cartridge, Standoff (3)
- 3) Taser 7 Live Cartridge, Close Quarter (3)
- 4) Taser Battery Pack, Tactical
- 5) Taser 7 Holster

b. A Taser 10 package is described as including;

- 1) Taser 10 Handle, Yellow, Class 3R
- 2) Taser 10 Live Duty Magazine, Black
- 3) Taser Battery Pack, Tactical
- 4) Taser 10 Halt Cartridge (5)
- 5) Taser 10 Live Cartridge (17)
- 6) Taser 10 Holster

4. **AWARD.** The word Award means the agreements listed in this paragraph.

a. Recipient will contact the manufacturer, Axon Enterprises, Inc., and complete paperwork necessary to receive the Awarded Devices.

- b. Recipient will notify ILEAS when Recipient receives the Awarded Devices and submit a Recipient agency invoice for the devices utilizing the ILEAS web-based dashboard.
- c. ILEAS will reimburse the Recipient for the awarded devices at a unit cost of \$2,543.40 for Taser 7 device packages and \$3,137.20 for Taser 10 device packages.
- d. Recipient may in the same transaction procure additional devices or accessories from Axon but will receive ILEAS reimbursement only for the awarded devices at the unit cost cited above.
- e. The Awarded Devices must be received by Recipient on or before May 1, 2025. Any device received after that date will be ineligible for reimbursement.
- f. Recipient agency will ensure all appropriate grant related invoices are forwarded to ILEAS, utilizing the ILEAS web-based dashboard no later than 15 days after delivery of device package(s).

5. USE.

- a. Recipient has a policy governing the use of Less Lethal Devices which conforms to all applicable laws and regulations, or will have such a policy before the deployment of an Awarded Device as described in Paragraph 3, and will prohibit any use of the Awarded Device that violates applicable laws, or the policies of the Recipient
- b. Recipient will prohibit any use of Awarded Devices except by fully trained employees. Recipient may, however, allow an untrained employee to use Awarded Devices during the training process itself.

6. ADDITIONAL PROVISIONS.

- a. Law enforcement officers receiving devices must be trained to use the device and must be instructed in the lawful use of force and policies governing the use of the device. Agencies must commit to providing refresher training on the devices as recommended by the manufacturer.
- b. Recipient will conduct appropriate and effective preventative maintenance and keep Awarded Devices in good operating condition.
- c. ILEAS is not responsible for the costs of maintenance, replacement or purchase of expendables related to Awarded Devices.
- d. This agreement shall not give or allow any claim or right of action by any third person or entity (including, but not limited to, members of the general public).
- e. It is not the duty, function, responsibility or purpose of ILEAS to deploy, supply, direct, command or manage any law enforcement personnel.

7. GRANT REQUIREMENTS.

- a. This agreement incorporates the terms and conditions of ILEAS' agreement with ICJIA.
- b. Pursuant to 2 CFR 200.415, each invoice and report submitted by Recipient must contain the following certification by an official authorized to legally bind Recipient: By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801- 3812; 30 ILCS 708/120)
- c. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure.

Pursuant to Appendix II (I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

- d. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

IN WITNESS WHEREOF, the parties to this agreement have noted their understanding of the terms of this document and the accommodations set forth therein on the dates shown below.

RECIPIENT

ILEAS

By: 

By: _____

Name: FRED BILOTTA

Name: _____

Title: Mayor

Title: _____

Date: 11/13/24

Date: _____