ILLINOIS STATE POLICE Office of the Statewide 9-1-1 Administrator



State of Illinois

Application for 9-1-1 Consolidation Plan

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Consolidation Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to consolidate your 9-1-1 system. All consolidations plans must comply with 83 III. Adm. Code Part 1324.

The Emergency Telephone System Act ("ETSA" or "Act") (50 ILCS 750) Section 15.4a(b) states that each 9-1-1 authority or qualified governmental entity required to consolidate must file a consolidation plan by July 1, 2016.

There are three consolidation categories. Please find below the documents that need to be included when filing a consolidation plan for each category.

- 1) Consolidation of an unserved county with an existing 9-1-1 authority and the creation of a Joint ETSB
- 2) Consolidation of either paper ETSB's or multiple ETSB's resulting in the creation of a Joint ETSB and consolidation of individual PSAP's
- 3) Consolidation of PSAPs within an ETSB

Consolidation Plans defined under categories 1) and 2) above, must include the following documents when submitting a consolidation plan:

Contact and 9-1-1 System information. **General Information**

Verification Notarized statement of truth regarding information provided in the plan. Letter of Intent Letter that is sent to the 9-1-1 System Provider with a copy of the plan.

Plan Narrative A summary of the changes of the proposed system's operation.

Financial Information A summary of anticipated implementation costs and annual operating costs of the

consolidated or modified 9-1-1 system that are directly associated with 9-1-1 as well as

the anticipated revenues.

5-Year Strategic Plan A detailed plan for implementation and financial projections. **Communities Served** A list of all communities that are served by the 9-1-1 System.

A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 **Participating Agencies**

System.

Adjacent Agencies A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1

System's jurisdictional boundaries.

Attachments (if applicable):

Ordinance Any local ordinances which dissolve an existing ETSB or creates a new ETSB.

Intergovernmental

Any intergovernmental agreements or MOU's creating a joint ETSB or any other

agreements pertinent to the 9-1-1 system.

Contracts Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.

Back-up PSAP

Agreement

Agreement

Establishes back-up and overflow services between PSAPs.

Network Diagram Provided by the 9-1-1 system provider showing trunking routing and backup configuration.

Call Handling Call handling agreements shall describe the primary and secondary dispatch method

to be used by requesting parties within their respective jurisdictions. Agreements

Aid Outside Aid outside normal jurisdictional boundaries agreements shall provide that once an Jurisdictional

emergency unit is dispatched in response to a request through the system, such unit

Boundaries shall render its service to the requesting party without regard to whether the unit is

Agreements operating outside its normal jurisdictional boundaries.

Carrier Listing A list of each carrier telephone company(s), exchange(s), prefix(es), and the various

9-1-1 System configurations that will be used in the proposed system.

Test PlanThe 911 System's overall plan detailing how and to what extent the network and data

base will be tested.

These consolidation Plans must be filed electronically on the Department's website at:

http://www.isp.state.il.us/Statewide911/statewide911.cfm where you will see the box below to submit your plan.



The Department and the ICC have 20 days to complete the technical review of your plan. An Administrative Law Judge (ALJ) will then have 20 days to hold a hearing and make a recommendation to the Advisory Board. From that point the Advisory Board has 20 days to hold a public hearing on the plan and provide a recommendation to the Administrator. Upon receipt of the Advisory Board's recommendation, the Administrator will have 30 days to provide a written decision to the applicant.

Consolidations Plans defined under category 3) above do not need to be submitted electronically on the Department's website.

The 9-1-1 Authority must provide written notification to the Administrator at 911_tech_support@isp.state.il.us at least 10 business days prior to making the following changes pursuant to Section 1325.200(h). After review, the Administrator will provide a letter of acknowledgment. The following documents must be included in this notification:

General Information Contact and 9-1-1 System information.

Plan Narrative A detailed summary of the changes in the proposed system's operation.

Attachments (if applicable):

Network Diagram Provided by the 9-1-1 system provider showing trunking routing and backup configuration

Call Handling Call handling agreements shall describe the primary and secondary dispatch method

Agreements to be used by requesting parties within their respective jurisdictions.

911 GENERAL INFORMATION

DATE: 03/29/2017					
Type of Change: Consolidation within an ETSB		Joint ET	nt ETSB Unserved consolidation		
Current System Name:		Population Served		Land Are	a in Sq Miles
Brookfield ETSB		19000			3.07
North Riverside ETSB			6700		1.64
Riverside ETSB			8900		2.08
McCook ETSB			230		2.64
System Name after Consolidation: West Central Consoli	idated Com	munication	34830		9.43
Oystern Name after Ostisoliaation. West Certifal Collson	daled Con	Indification	18 3 2 1 3 5		
PSAP EFFECTED:	Conso	lidation/	Decommission/	Primary	Secondary
(Consolidation Plans Only)	Remai	n Open	Close		_
Brookfield			Decommission		
North Riverside	Consolid	ation		Primary	
Riverside			Decommission		
McCook			Decommission		
911 System Contact: Executive Director Jason Rodgers -	West Cent	ral Consol	idated Communicatio	ns	
Street Address: 2359 Desplaines Avenue					
City, State and Zip Code: North Riverside, Illinois 60546					
Office Telephone: (708) 762-5413					
Collular Tolombonos (700) 260 0326					
Email: jrodgers@northriverside-il.org					
Liliali, jougus g.i.u.ivaluus ii.u.g					
Wireless Coverage for Consolidated System:		Please ch	neck if applicable:		
100% Phase II compliant			NG9-1-1 capable		
% Phase I compliant			Receive 9-1-1 Text		
	,		Receive 9-1-1 Vic	leo	

VERIFICATION

, Jessica Frances	, first being duly sworn ι	upon oath, depose and say that
l am Village Manager	_, of Village of Riverside	; that I have read the
foregoing plan by me subscribed and	d know the contents thereo	of; that said contents are true in
substance and in fact, except as to the	nose matters stated upon i	nformation and belief, and as to
those, I believe same to be true.	Jessica Fra	nces - Village Manager - Riverside, IL
	Chair- West	t Central Consolidated Communications
Subscribed and sworn to before me		
this 27 day of March	. 20 17	
Sara a Danihi NOTARY PUBLIC, ILLINOIS	OI SA NOTARY PL	FFICIAL SEAL RA A DANIHEL UBLIC - STATE OF ILLINOIS RISSION EXPIRES:03/07/20

9-1-1 SYSTEM PROVIDER LETTER OF INTENT

March 30, 2017

Lisa M Wirtanen

(9-1-1 System Provider Company Representative)

AT&T Global Services - 911 Public Safety

(9-1-1 System Provider Company Name)

124918 W. 95th Street

(Street Address)

Oak Lawn, Illinois 60453 (City, State, Zip Code)

Dear Lisa Wirtanen:

This letter is to confirm our intent to consolidate the following 9-1-1 Systems, Village of North Riverside, Village of Riverside, Village of Brookfield, and the Village of McCook. Enclosed is your copy of our consolidation plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,

Executive Director

Enclosure: Consolidation Plan

PLAN NARRATIVE

Please answer the questions below, and provide a detailed narrative to assist the Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administrator with an understanding of the plan as it applies to this application. Please use additional sheets if necessary.

1.	Do all of your PSAPs meet all of the requirements de	efined in 1325.415 and 1325.515 Yes No
2.	Type of Radio/Telecommunications systems compati participating and adjacent agencies.	ble with STARCOMM21 STARCOMM21 ITTF channels only Other, explain below
		an on using a current STARCOMM21 Talk group. d to remain on their current VHF operational
3.	Will all PSAPs remaining after consolidation direct di to section 1324.200b)3)?	spatch all emergency calls pursuant Yes No
4.	Have you included maps to show the territory covered by the system?	Yes No Plans submitted without this documentation will be rejected.
5.	Have you included a listing of all telephone companies?	Yes No Plans submitted without this documentation will be rejected.
6.	Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?	Yes No Plans submitted without this documentation will be rejected.
7.	Have you included a list of participating and adjacent agencies?	Yes No Plans submitted without this documentation will be rejected.
8.	Have you included financial information?	Yes No Plans submitted without this documentation will be rejected.
9.		that will require public education. (See attachment.) stem(s) and does not require public education.
10.		vill require training. (See attachment.) s) and does not require internal training/similar/ongoing training e of policy from agencies served.
11.	🔀 This is an existing 9	county that will require training. (See attachment.) -1-1 system(s) and does not require internal training/similar/ any GIS annexation or change of policy from agencies served.

12.	Have you included call handling and aid outside jurisdictional boundary agreements?	Yes No
		Plans submitted without this documentation will be rejected.
13.	Have you included a new system diagram?	Yes No
		Plans submitted without this documentation will be rejected.
13a.	Does the new system diagram include all PSAP(s) and backup PSAP location(s)?	Yes No Plans submitted without this documentation will be rejected.
14.	Have or will all areas within the 9-1-1 system be add If no, please explain.	ressed for the database? Yes No
	N/A	
14a.	Explain all aspects of the database, i.e., how often is	it updated, where is it located, etc.
	cannot be disclosed for safety/security reasons) but are g	database; each node is located in the Midwest (exact locations eographically diverse. Each PSAP has connectivity to both ALI ure communications between the 2 nodes for both system updates
15	Who is the 9-1-1 system provider for your 911 system	n? Please explain whether the system will be legacy based,
10.	next generation based or a combination.	1. Thouse displain who are dystem will be regard based,
	AT&T Global Services – 9-1-1 Public Safety 4918 W. 95th Street Oak Lawn, Illinois 60453	
	The system at time of consolidation is a Legacy based sys	stem.

NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for either a consolidation or modified plan. If incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205b)12).

- 1) Indicate the name of the certified 9-1-1 system provider being utilized.
- 2) Explain the national standards, protocols and/or operating measures that will be followed.
- 3) Explain what measures have been taken to create a robust, reliable and diverse/redundant network and whether other 9-1-1 Authorities will be sharing the equipment.
- 4) Explain how the existing 9-1-1 traditional legacy wireline, wireless and VoIP network, along with the databases, will interface and/or be transitioned into the NG9-1-1 system.
- 5) Explain how split exchanges will be handled.
- 6) Explain how the databases will be maintained and how address errors will be corrected and updated on a continuing basis.
- 7) Explain who will be responsible for updating and maintaining the data, at a minimum on a daily basis Monday through Friday.
- 8) Explain what security measures will be placed on the IP 9-1-1 network and equipment to safeguard it from malicious attacks or threats to the system operation and what level of confidentiality will be placed on the system in order to keep unauthorized individuals from accessing it.

Plan Narrative:

In June 2016 the Villages of Brookfield, North Riverside, and Riverside passed a resolution authorizing the execution of an intergovernmental agreement to establish an intergovernmental cooperative venture know as the "West Central Consolidated Communications" for the operation of a centralized combined emergency dispatch and communications center to provide 9-1-1 and wireless E9-1-1 services, and creating a Joint Emergency Telephone Systems Board. In addition, each member Municipality passed resolutions to dissolve their current Emergency Telephone Systems Boards. The West Central Consolidated Communications Board of Directors have since approved an intergovernmental agreement to establish a service agreement with the Village of McCook to provide 9-1-1, E9-1-1, Police, Fire and EMS dispatch services. The Village of McCook will be added to the West Central Consolidated Communications JETSB and dissolved its ETSB upon approval of the service agreement and dissolving resolution at its April 3, 2017 Village Board Meeting.

The main dispatch center will be located within the current operating PSAP, at the North Riverside Police Department, 2359 Desplaines Avenue, North Riverside, Illinois, 60546. The Villages of Brookfield, McCook, and Riverside will be closing their current PSAPs and the Board of Directors will be entering into an intergovernmental agreement with the City of Berwyn to provide services as a back-up to West Central Consolidated Communications, 9-1-1 and dispatch services if necessary. City of Berwyn approval of IGA and resolution expected at an April 2017 City Council Meeting.

The current facility is under review to determine the needs of the combined PSAP, to include the potential for addition of consoles to bring the total working positions to four (4). There are currently two (2) working console positions, a third console furniture position, with room for additional workstations.

Communications and PSAP equipment: The member agencies currently are working on shared/combined frequencies for Police and Fire operations. Equipment inlcudes; Moducom radio and phone systems, NICE Inform recording logger, Capers and Spillman CADs. The West Central Consolidated Communications center has signed an agreement with Spillman CAD to upgrade and implement the product currently in use at the Villages of McCook and Riverside, to be utilized as the CAD system for all member agencies, including North Riverside and Brookfield moving forward. A new CAD server will be programmed and installed at the North Riverside Police Department site and a fiber optic network will be leveraged to transmit data, voice, telephony, video, RMS, and mobile data to member agencies.

West Central Consolidated Communications - WC³

2359 Desplaines Ave., North Riverside, IL 60546

Five-Year Strategic Plan 2018 - 2023

Jason Rodgers
Executive Director

<u>Introduction</u>

The following is the five year plan for the West Central Consolidated Communications center as we work towards the consolidation of 9-1-1, police, fire and EMS dispatch for the Villages of Brookfield, McCook, North Riverside and Riverside.

Background Statement

During 2016 the Villages of Brookfield, North Riverside and Riverside continued work to develop a plan for consolidated 9-1-1, police, fire and EMS dispatch services to comply with Illinois law. They completed an Intergovernmental Agreement in June and were shortly thereafter approached by the Village of McCook to participate under a for-service agreement. Additional milestones include, the hiring of an executive director, completion of a service agreement draft with the Village of McCook (to be approved April 3, 2017 McCook Village Board Meeting), dissolving resolutions for current ETSBs (McCook approval April 3, 2017 Board Meeting), and work to secure a fiber optic communications network with which to transfer data and communications between the four participants and the back-up center. Additionally, a back-up 9-1-1/dispatch solution was developed with the Village of Berwyn (IGA to be approved at an April Berwyn City Council Meeting) to provide back-up call processing and dispatch services if the need were to arise.

Mission Statement

It is the mission of West Central Consolidated Communications, in partnership with our member agencies, to provide emergency communications for the saving and protection of the lives and property of the citizens we serve.

<u>Vision</u>

It is the vision of West Central Consolidated Communications to be a leading organization in Public Safety Communications and to be recognized for providing superior service and customer satisfaction for those we serve.

Values

As a means to achieving the Mission and Vision of the organization, West Central Consolidated Communications holds true these values in everything we do, to guide and drive our decisions and actions:

People	Property	Honesty
Respect	Tolerance	Accountability
Pride	Integrity	Learning

Goals and Objectives

To continue direction towards achieving our Mission and Vision, West Central Consolidated Communications has established the following ongoing goals and objectives.

- 1. Provide high quality and efficient incident processing
- 2. Foster strong customer partnerships
- 3. Provide efficient and timely communications with member agencies
- 4. Sustain meaningful community involvement
- 5. Support member agencies internally
- 6. Promote teamwork throughout
- 7. Maintain a safe and positive workplace environment
- 8. Promote ongoing performance improvement
- 9. Continue cost savings through resource sharing and partnerships
- 10. Maintain high performance through ongoing learning and opportunity
- 11. Leverage technology to improve performance and enhance customer service

Organizational Structure

The West Central Consolidated Communications organization will have the following structure. The Chief Officer is the Executive Director (1), fourteen (14) Telecommunicators will be cross trained to dispatch, police, fire, and EMS, while also being responsible for processing telephone requests for service. The potential for a Supervisory position exists, this would be a working position, as well as the potential to include Lead Telecommunicators whom would be in charge of the center during any supervisory absence, and assist with quality review, training and performance improvement efforts.

Strategic Goals and Evaluation

The West Central Consolidated Communications organizations' primary goal is to develop a consolidated 9-1-1 system that can efficiently and effectively deliver 9-1-1 requests and police, fire and EMS dispatch professionally and affordably. To that end there are several important areas of specific consideration due to their high impact. These include the necessary technology and equipment, personnel, operational policy and procedure and financing.

Technology and Equipment

Computer Aided Dispatch:

Spillman Flex CAD has been acquired and work has begun to convert and upgrade all agencies into the Spillman product. Two of the four agencies have utilized Spillman Flex prior to cutover and their systems will be upgraded, the other two agencies will be converted to Spillman Flex. Altogether all agencies will operate on the Spillman Flex CAD, and Spillman RMS at the time of cutover. The upgraded Spillman Flex CAD will be NG9-1-1 ready and in service at the time of cutover to include

Telecommunicator, Supervisory, Officer, and Records training. The Spillman Flex integration module for Firehouse fire reporting software is included in the upgrade and all agency fire departments will be moving to the Firehouse reporting program. Work is ongoing and to be completed prior to cutover.

Phone/Radio Console/Recorder:

All four participating agencies have utilized the Moducom integrated phone/radio product in the past, on varying product versions. The consolidated system will be an upgrade for the participating agencies, it will be NG9-1-1 ready and include additional Telecommunicator training prior to cutover. The current NICE recording software will be maintained as the primary means of recording phone/radio audio. Work is ongoing and to be completed prior to cutover.

Repeaters, Antennas, Transmitters, and data transfer:

An extensive fiber optic network, including redundant pathways has been acquired and work continues to integrate systems that can use the fiber pathway as a means to transmit, radio, video, voice, and telephony information.

Furniture/Consoles:

Current North Riverside dispatch consoles were purchased in 2009. There are currently three (3) furniture positions (two dispatch stations) and expansion to four (4) dispatch stations is planned prior to cutover. Use of current furniture, off-set with a fourth potential workstation (Riverside PD) has been planned, and corresponding radio/phone/CAD consoles have been figured into the plan. Work is ongoing and to be completed prior to cutover.

<u>Personnel</u>

Staffing:

West Central Consolidated Communications will annually monitor workload and staffing needs. Work has begun to resolve current labor-management positions, as currently there are three separate labor groups. These will combine to become one at time of cutover. Quality improvement/assurance efforts may necessitate the need for additional supervisory position(s), however the initial staffing plan as follows:

One (1) Executive Director

Fourteen (14) Full time cross trained Telecommunicators

Achieving the goals and objectives of West Central Consolidated Communications will require ongoing training for all staff. It would be the intent to focus Telecommunicator training on industry best practices to include a recognized EMD system, NENA and APCO minimum training standards for Telecommunicators and Call-Takers, and necessary training requirements of the State of Illinois, to include LEADS/NCIC, IDPH licensure, and any additional required recertification Continuing Education requirements of these programs.

Organization Policy and Procedure/Financing

An extensive Written Directives system will be developed to guide the organization in all areas, to include specific chapters in; Organization, Direction and Authority, Human Resources, Finance, Emergency Operations, Training, EMD, Call Processing, Police and Fire Operations, and Support Services to name a few. West Central Consolidated Communications will strive to include best practices when developing directives to include numerous guiding principles from different subject matter experts, including APCO, NENA, CALEA, NFPA, IAED, ISO, and others. Included throughout these directives will be measures to ensure ongoing and accountable means of performance measurement, whether related to finances, training, call processing, call taking, employee satisfaction or numerous others, an ongoing effort of quality review and improvement will help guide the organization to consistent performance excellence.

An attached budget sheet indicates the operational budget including estimated costs and revenues to all operations to begin. There is a capital budget plan as well to plan and prepare for additional capital costs in the future, these include hardware upgrades for implementation of NG9-1-1 systems, expanded radio interoperability, implementation and training for EMD implementation, as wells as replacement of computers, servers, and console furniture.

Annual Goals and Objectives

Year One (1): Install and upgrade CPE, CAD, and Fiber network, associated radio hardware, video monitoring, and console equipment. Establish WC³ as separate entity, establish best practices written directives, personnel, schedule, human resources, finance and accounting relationships, and train to prepare for final operations cutover. Prepare for EMD protocols and determine Medical director, EMD system and plan for implementation. Develop and adopt budget, compile data, review and monitor financial viability of the organization while monitoring potential additional consolidation opportunities. Develop and approve five (5) year strategic budget to include ongoing capital reserve funds for future capital expenditures.

Year Two (2): Implement EMD protocols, organization quality improvement/assurance system, review and consider timeline/implementation of NG9-1-1 technologies. Continue to evaluate and consider expansion through consolidation, expand networking capabilities for enhanced redundancy of back-up call-taking and dispatch continuity of operations. Implement reporting and data evaluation of operational efficiency and effectiveness to maintain level of service and address any staffing and workload concerns. Modify and approve annual operations and capital budgets, and update continuing five (5) year strategic budget/plan.

Year Three (3): Continue to monitor, plan and implement NG9-1-1 initiatives in line with State NG9-1-1 Plan. Maintain review of continuity of operations, potential additional consolidations, and monitoring of quality improvement/assurance

measures organization-wide. Modify and approve annual operations and capital budgets, and update continuing five (5) year strategic budget/plan.

Years Four (4), Five (5) and ongoing: Continue to monitor, plan, and modify ongoing activities to ensure continuity of operations, effective and efficient delivery of services, while maintaining active outlook to future technologies, operational changes, and/or additional organizational opportunities. Maintain quality improvement/assurance activities and ongoing budgetary planning and forecasting.

Operations and Capital Budget

Following is an operations budget which includes several additional capital outlays for one-time equipment upgrades and fiber optic network connectivity. The creation of a capital budget is planned as well, with equal payments by each member agency into a long-term capital fund annually to provide for future capital spending. Both the operations and capital budgets are subject to ongoing review and modification by the Board of Directors of West Central Consolidated Communications.

State 9-1-1 Plan Application Budget

Revenue

<u>Revenue</u>			
Account	<u>Description</u>	<u>FY 2018</u>	
1001	911 Surcharge	\$401,728	
1002	Fees	\$2,472,099	
1003	Other Revenue	\$150,000	
	Total Revenue	_	\$3,023,827
		-	
Expenses	Description	FY 2018	
Account	<u>Personnel</u>		
2001	Executive Director	\$106,000	
2002	Telecommunicators	\$918,000	
2003	Overtime	\$60,000	
	Total Salary		\$1,084,000
	·		
	Benefits		
2004	FICA / Medicare	\$82,926	
2005	IMRF	\$119,240	
2006	Insurance	\$202,500	
2007	Life	\$660	
	Total Employee Benefits		\$405,326
	. ,	-	<u> </u>
	Total Personnel Costs	\$1,554,478	
	Commodities		
2010	Telephone	\$18,000	
2011	Office supplies	\$3,000	
2012	Other Supplies	\$1,500	
	Uniforms	\$4,500	
	Total Commodities	• ,	\$27,000
		-	. , ,
	Maintenance and Operations		
2020	Equipment Maintenance	\$15,000	
	CPE System - 911 Center	\$34,500	
	Recording Equipment	\$6,000	
	CAD/ RMS System	\$102,000	
	Resident Emergency Notification System	\$0	
	Radio Maintenance - Center Only	\$22,500	
	Fiber Annual Maintenance	\$18,000	
	Web site	\$10,000	
	Training	\$5,000	
	Scheduling/KMS	\$1,000	
2023	Total Maintenance and Operations	71,000	\$204,000
	Total Maintenance and Operations	-	7207,000

Contractual Services	
2040 Financial /Management Services \$12,0	000
2041 Facility Lease Agreement	\$1
2042 Liability /WC Insurance \$50,0	000
2043 Legal \$15,0	000
2044 Auditing Services \$15,0	000
Total Contractual Services	\$92,001
Capital	
2050 Dispatch room modifications \$150,0	000
2051 Upgrade moducom Pos 1 and 2 \$13,0	000
2052 Upgrade Moducom monitors/Internal MAP \$8,0	000
2053 Replace Moducom Server \$32,0	000
2054 Moducom Radio Channel Expansion 154.250 Fire \$18,0	000
2055 Moducom Radio Channel Expansion PD VHF \$18,0	000
2056 BPD Base Station at NR - PD VHF Side Band \$6,6	550
2057 Remote Operation of Riverside Base 154.250 \$6,0	000
2058 Fire Comparator system \$80,0	000
2059 Backup Fire Base Station at NR 154.250 \$6,6	550
2060 Add Non-Consoled Radios Berwyn and Starcom to console \$10,0	000
2061 Moducom Telephone changes \$27,0	000
2062 Fiber Netork Yr. 1 Costs \$700,0	000
2063 Fire Station Alerting \$120,0	000
2064 Emergency Telephones for PDs \$1,2	.00
2065 Web site Development \$15,0	000
Total Capital	\$1,211,500
Total Expenditures	\$3,023,827

FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved	Total Res	serves to be	transferred to the Jo	int ETSB
Brookfield / North Riverside / Riverside / McCook ETSBs	\$		\$ 0.	00
N/A	\$		\$ 0.	00
Dispatch Staff and Positions				
6Number of answering positions prior to the consc	olidation (total fo	r all entities)		
4Number of answering positions in the consolidate	ed system			
14Number of full time dispatchers/call takers prior to	o the consolidat	ion (total for	all entities)	
Number of full time dispatchers/call takers in the	consolidated sy	stem		
15Number of part time dispatchers/call takers prior	to the consolida	ation (total fo	r all entities)	
		•		
Total amount (and percentage) of salaries paid for by 9-1	I-1 authority price	or to consolic		
		\$	\$ 267,419.00	20 %
Total amount (and percentage) of salaries to be paid for	by 9-1-1 authori	ty after cons	olidation:	
		\$	\$ 0.00	0 %
9-1-1 Network Cost (per year)				
a) Total network cost for each entity prior to the consolid	lation	\$	\$ 79,1	37.00
b) Total network cost of consolidated system		\$	\$ 51,7	61.00
c) Net change in network costs:		\$	\$ 27,3	376.00
If no cost savings in network please explain:				
N/A				

FINANCIAL INFORMATION

Identify Network Costs that the ETSB believes the State will pay for the Consolidated System:

Network Cost		Estimated Amoun	t (per year)
AT & T Circuits		\$	\$ 6,780.00
ANI/ALI Selective Router		\$\$ 14,	
9-1-1 transfer		\$\$ 24	
Wireless Phase I & Phase II		\$\$ 2,432.0	
Wireline Monthly charges		\$	\$ 27,477.00
Other Consolidation Cost			
PSAP, CPE, CAD Equipment, logging recorders	\$	\$ 200,296.0	0
MSAG and Mapping Development or changes	\$	\$ 8,000.0	0
Radio Consoles	\$	\$ 145,300.0	0
Construction or Remodel of PSAP	\$	\$ 150,000.0	0
Personnel	\$	\$ 1,554,478.0	0
Other (Please place total amount in the blank at the right and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire S	\$Station Alerting	\$ 835,000.0 Systems.	0
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire S			0
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire Securing and Nonrecurring Cost (per year)			_
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire Securing and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation	Station Alerting	Systems.	00
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire Securring and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities)	Station Alerting	Systems. \$ 1,338,596.0	00
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire Securing and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system	Station Alerting \$	\$ 1,338,596.0 \$ 276,738.0	00 00
and explain below).	Station Alerting \$ \$ \$	\$ 1,338,596.0 \$ 276,738.0 \$ 268,001.0	00 00
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire Securing and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system c) Net change in recurring costs: a – b = c Revenue (per year)	Station Alerting \$ \$ \$	\$ 1,338,596.0 \$ 276,738.0 \$ 268,001.0	00 00 00
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire Securing and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system c) Net change in recurring costs: a – b = c Revenue (per year) Projected surcharge revenue	Station Alerting \$ \$ \$ \$	\$ 1,338,596.0 \$ 276,738.0 \$ 268,001.0 \$ 8,737.0	00
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire Securing and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system c) Net change in recurring costs: a – b = c Revenue (per year) Projected surcharge revenue Projected revenue from local governments	Station Alerting \$ \$ \$ \$ \$ \$	\$ 1,338,596.0 \$ 276,738.0 \$ 268,001.0 \$ 8,737.0 \$ 401,728.0	00 00 00 00 00 00 00 00 00 00 00 00 00
and explain below). Fiber Optic interconnect of Public Safety Facilities and Fire Securing and Nonrecurring Cost (per year) Estimated nonrecurring cost for consolidation a) Recurring costs prior to consolidations (all entities) b) Proposed recurring cost for consolidated system c) Net change in recurring costs: a – b = c	\$\$ \$\$ \$\$ \$\$ \$\$	\$ 1,338,596.0 \$ 276,738.0 \$ 268,001.0 \$ 8,737.0 \$ 401,728.0 \$ 936,868.0	00 00 00 00 00

FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION PLAN

(Provide a detailed summary of the proposed system's operation, including but not limited to, a five-year strategic plan for implementation of the consolidation plan with financial projections)

Narrative:			
See Plan Above.			
I			

COMMUNITIES SERVED

Provide a list of all communities to be served by the proposed 9-1-1 System. Please include the name of the community and the official mailing address including street address, city and zip code.

USE ADDITIONAL SHEETS AS NECESSARY

Street Address, City, Zip Code
8820 Brookfield Avenue, Brookfield, Illinois 60513
2401 S. DesPlaines Avenue, North Riverside, Illinois 60546
27 Riverside Drive, Riverside, Illinois 60546
5000 Glencoe Ave., McCook, Illinois 60525

COMMUNITIES SERVED

Provide a list of all communities to be served by the proposed 9-1-1 System. Please include the name of the community and the official mailing address including street address, city and zip code.

USE ADDITIONAL SHEETS AS NECESSARY

City, Town or Village	Street Address, City, Zip Code
Left blank intentionally.	

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Brookfield Police Department	8820 Brookfield Ave, 60513	(708) 485-8131	Х		
Brookfield Fire Department	9001 Shields, 60513	(708) 485-0076	Х		
North Riverside Police Dept	2359 Desplaines Ave, 60546	(708) 447-9191	X		
North Riverside Fire Dept	2331 Desplaines Ave, 60546	(708) 447-1981	X		
Riverside Police Department	31 Riverside Dr, 60546	(708) 447-2127	Х		
Riverside Fire Department	27 Riverside Dr, 60546	(708) 447-2131	X		
McCook Police Department	5000 Glencoe Ave, 60525	(708) 447-1234	X		
McCook Fire Department	5000 Glencoe Ave, 60525	(708) 447-1234	X		

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
Left blank intentionally.					

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Lyons Police Department	4200 Lawndale Avenue, Lyons, Il 60534	(708) 447-1225
Lyons Fire Department	4043 Joliet Avenue Lyons, IL 60534	(708) 442-6655
Berwyn Police Department	6401 W 31st Street, Berwyn, IL 60402	(708) 788-4019
Berwyn Fire Department	6700 26th St. Berwyn, IL 60402	(708) 788-4019
Forest Park Police Department	517 Desplaines Ave, Forest Park, IL 60130	(708) 366-2425
Forest Park Fire Department	7625 Wilcox, Forest Park, IL 60130	(708) 366-2425
Broadview Police Department	2350 S 25th Ave, Broadview, IL 60155	(708) 343-2134
form error	form error	
La Grange Police Department	304 W Burlington Ave, La Grange, IL 60525	(708) 392-2131
La Grange Fire Department	300 W Burlington Ave, La Grange, IL 60525	(708) 352-2151
La Grange Park Police Department	447 N. Catherine Ave, La Grange Park, IL 60526	(708) 352-2151
La Grange Park Fire Department	447 N. Catherine Ave, La Grange Park, IL 60526	(708) 352-2151
Brookfield Zoo (Chicago Zoological Soc. PD)	3300 Golf Rd., Brookfield, IL 60513	(708) 688-8811
Cook County Sheriff's Department	9511 W. Harrison, Des Plaines, IL 60016	(708) 458-1000
Cook County Forest Preserve Police Dept.	9511 W. Harrison, Des Plaines, IL 60016	(708) 458-1000
Metra Police Department	9511 W. Harrison, Des Plaines, IL 60016	(708) 458-1000
Illinois State Police Department	801 S. Seventh St. Ste. 300-S, Springfield, IL 62703	(847) 294-4843
Countryside Police Department	5550 East Ave, Countryside, IL 60525	(708) 448-6180
Summit Police Department	5810 S. Archer Rd, Summit, IL 60501	(708) 563-4830
Summit Fire Department	7339 W. 59th St, Summit, IL 60501	(708) 563-4830
Hodgkins Police Department	6015 Lenzi Ave, Hodgkins, IL 60525	(708) 839-2721
Pleasantview Fire Protection District	1970 Plainfield Rd, La Grange, IL 60525	(708) 246-3141
Stickney Police Department	6533 W. Pershing Rd, Stickney, IL 60402	(708) 788-2131
Stickney Fire Department	6433 43rd St, Stickney, IL 60402	(708) 788-2131
Broadview Fire Department	2400 S. 25th Ave, Broadview, IL 60155	(708) 343-6124
	1	

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the North Riverside Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via radio frequency: 151.1900

Secondary: Via secondary IFERN radio frequency: 154.2650

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	North Riverside Fire Department
By: 7- h	By: This Gunt
Jason A. Rodgers Executive Director	Brian Basek / Tom GAERTNER Fire Chief DEPUTY CHIEF
Date: 2 8 / 2017	Date: 2/8/17

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the North Riverside Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via radio frequency: Starcom21 Near West 800

Secondary: Via secondary IFERN radio frequency: 155.0700

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	North Riverside Police Department
By: Ja dy	By: Jan Mark
Jason A. Rodgers	Lane Niemann
Executive Director	Chief of Police
Date: 2/8/2017	Date: 2-8-2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Brookfield Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via radio frequency: Starcom21 Near West 800

Secondary: Via secondary IFERN radio frequency: 155.0700

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Brookfield Police Department
By: July	By: And L. Emys
Jason A. Rodgers	James Episcopo
Executive Director	Chief of Police
Date: 2/8/2017	Date: 2/8/17

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Brookfield Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via radio frequency: 154.2500

Secondary: Via secondary IFERN radio frequency: 154.2650

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Brookfield Fire Department
By: Jah	By: Batris len
Jason A. Rodgers	Patrick Lenzi
Executive Director	Fire Chief
Date: 2 8 2017	Date: 2/8/2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Riverside Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via radio frequency: Starcom21 Near West 800

Secondary: Via secondary IFERN radio frequency: 155.0700

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Riverside Police Department
By: J. Pm	By: 1810 21
Jason A. Rodgers	Thomas Weitzel
Executive Director	Chief of Police
Date: 2/8/10/7	Date: 2/8/17

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Riverside Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via radio frequency: 154.2500

Secondary: Via secondary IFERN radio frequency: 154.2650

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Riverside Fire Department
ву: 7-16	By: Monte Sally
Jason A. Rodgers	Matt Buckley
Executive Director	Fire Chief
Date: 2/8/2017	Date: 2/8/17

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 7, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the McCook Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via radio frequency: Starcom21 Near West 800

Secondary: Via secondary IFERN radio frequency: 155.0700

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	McCook Police Department
By: Jaly	ву: 226
Jason A Rodgers	Mario DePasquale
Executive Director	Chief of Police
Date: 2/8/2017	Date: 02/22/17

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the McCook Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via radio frequency: 154.2500

Secondary: Via secondary IFERN radio frequency: 154.2650

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	McCook Fire Department
11	
By: 4/n W	By: Sefer It greek
Jason A. Rodgers	Joseph Myrick
Executive Director	Joseph Myrick Fire Chief
Date: 218/2017	Date:
	/ /

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Summit Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-563-4830

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Summit Police Department
By: July	By:
Jason A. Rodgers	John Kosmowski
Executive Director	Chief of Police
Date: 2/8/2017	Date:

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Summit Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Via transfer to primary 9-1-1 routing number. BEDFORD PACK PSA P Primary: AS IDENTIFIED BY AT 4T

Secondary: Via transfer to listed emergency telephone number: 708-563-4830 REDFORD PARK PSAP

AID OUTSIDE JURISDICTION BOUNDARY

708-458-3388

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

<u>PSAP</u>	Summit Fire Department
By:	By: wypertane
Jason A. Rodgers	Wayne Hanson
Executive Director	Fire Chief
Date: 2/8/2017	Date: 4/8/2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Countryside Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-448-6180

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

<u>PSAP</u>	Countryside Police Department
- 1 R-	114
By:/m F/	By: []
Jason A. Rodgers	Joseph Ford
Executive Director	Chief of Police
Date: 2/8/2017	Date: 10 Fe317

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Hodgkins Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-839-2721

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Hodgkins Police Department
By: July	Extention of the second
Jason A. Rodgers Executive Director	Ernest E. Millsap Chief of Police
Date:	Date: 2-9-17

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Pleasantview Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-246-3141

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Pleasantview Fire Department
By: Jake	By: Am
Jason A. Rodgers	Linda Zerwin
Executive Director	DuPage County ETSB Coordinator
Date: 2/9/2017	Date: 2 1/5/00/7

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Stickney Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-788-2131

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Stickney Police Department
By: July	By: Month
Jason A. Rodgers Executive Director	John Sladetz Chief of Police
Date: 2/8/7017	Date:

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Stickney Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-788-2131

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

<u>PSAP</u>	Stickney Fire Department
By: Jahr	By: Long Am
Jason A. Rodgers Executive Director	Larry Meyer Fire Chief
Date: 2/8/2017	Date: 2/13/2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the LaGrange Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-3 2-2121

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received. All agreements, management, records and service will be the responsibility of the 9-1-1 Authority Board. Any agreements or changes in agreements and operating polices must be approved by the advisory board.

* Note Secondary telephone #

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the LaGrange Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-392-2131

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	<u>LaGrange Police Department</u>
By: 2-h-	By:
Jason A. Rodgers	Andrew Peters
Executive Director	Chief of Police
Date: 2/8/2017	Date: <u>021317</u>

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Lyons Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-447-1225

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Lyons Police Department
By: 12 h	By: Q-1. Keater
Jason A. Rodgers Executive Director	James M. Keating Chief of Police
Date: 2/8/2017	Date: 02 - 13 - 2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Berwyn Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-788-4019

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

<u>PSAP</u>	Berwyn Fire Department
By:	By: Dem O Halloren
Jason A. Rodgers	Denis O'Halloran
Executive Director	Fire Chief
Date: 2/8/2017	Date: 2-20-16

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Berwyn Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Via transfer to primary 9-1-1 routing number.

Secondary:

Via transfer to listed emergency telephone number: 708-788-4019

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Berwyn Police Department
By: Jah	By: Moles Ho
Jason A. Rodgers	Michael Cimaglia
Executive Director	Chief of Police
Date: 2/8/2017	Date: 2-13-2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Illinois State Police Department for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to listed emergency telephone number: 847-294-4843.

Secondary: Via transfer to listed emergency telephone number: 847-294-4846-

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Illinois State Police District CHICAGO
12	£0.()
By: /m 4/	Ву:
Jason A. Rodgers	Felix Canizares
Executive Director	Captain, Division of Administration
Date: 2/8/2017	Date: 3 16 2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

March 20, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Cook County Sheriff's Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Via transfer to primary 9-1-1 routing number.

Secondary:

Via transfer to listed emergency telephone number: 708-458-1000

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Cook County Sheriff's Department
By: July	By:
Jason A. Rodgers	Thomas Fleming
Executive Director	Executive Director Cook Co. ETSB
Date: 3/20 17	Date:

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

March 20, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Metra Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 312-322-2800

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Metra Police Department
By: 9-PL	By:
Jason A. Rodgers	Thomas Fleming
Executive Director	Executive Director Cook Co. ETSB
Date: 3 120 17	Date: 3/20/11

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

March 20, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Cook County Forest Preserve District Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number

Secondary: Via transfer to secondary emergency number: 708-458-1000

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

<u>PSAP</u>	Cook Co. Forest Preserve District Police Department
By: Jaka	By:
Jason A. Rodgers	Thomas Fleming
Executive Director	Executive Director Cook Co. ETSB
Date: 3/20/17	Date:

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

March 16, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Broadview Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Via transfer to primary 9-1-1 routing number.

Secondary:

Via transfer to listed emergency telephone number: 708-343-2134

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

<u>PSAP</u>	Broadview Police Department
By: Jan	By: Los C. Ligera
Jason A. Rodgers Executive Director	Luis Tigera Chief of Police
Date: 3/28/17	Chief of Police 3/23/17 Date:

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Forest Park Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Via transfer to primary 9-1-1 routing number.

Secondary:

Via transfer to listed emergency telephone number: 708-366-2425

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Forest Park Police Department
By: July	By: Chief Tom Hanes
Jason A. Rodgers Executive Director	Tom Aftanas Chief of Police
Date: 3/28/17	Date: 1-28-2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Forest Park Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-366-2425

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Forest Park Fire Department
By: Jon Gr	By: [8] [M]
Jason A. Rodgers	Bob McDermott
Executive Director	Fire Chief
Date: 3/28/17	Date: 3/25/17

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Lyons Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-447-6655

708-447-1221

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Lyons Fire Department
By: 2- R	By:
Jason A. Rodgers	Gordon Nord
Executive Director	Fire Chief
Date: 3 28 17	Date: 3-24-2017

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

March 16, 2017
For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Broadview Fire Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to primary 9-1-1 routing number.

Secondary: Via transfer to listed emergency telephone number: 708-343-2137

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

PSAP	Broadview Fire Department
- /	
By: July	Ву:
Jason A. Rodgers	Tracy Kenny
Executive Director	Fire Chief
Date: 3/11/17	Date: 3-17-17

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

February 8, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the Chicago Zoological Society Police Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Via transfer to listed emergency telephone number: 708-688-8811

Secondary: Via transfer to listed emergency telephone number: 708-688-8313

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

<u>PSAP</u>	Chicago Zoological Society Police Department
By: Jm. Gr	By: Mull & Polc
Jason A. Rodgers Executive Director	Mike Pendola Chief of Police
Date: 2 8 8017	Date: 3/14/17



March 15, 2017

West Central Consolidated Communications 2359 Des Plaines Ave.
North Riverside, IL 60546

Re: Renewal of Call Handling Agreement for 2017

Dear Director:

In March of 1992, the Village of LaGrange Park made final application to the Illinois Commerce Commission for authority to operate an enhanced 9-1-1 system in its service area. Authority was granted and on October 11, 1992 the Village of LaGrange Park began operation of its enhanced 9-1-1 system. During the application process, a Call Handling Agreement was executed with your agency. This Call Handling Agreement is required by law and informs you of how we will deal with 9-1-1 calls received from your jurisdiction. The Call Handling Agreement also defines the process of how our service providers will respond to calls out of our jurisdiction.

In order to renew this agreement, we are required to notify you that we are going to continue to operate our enhanced 9-1-1 system and desire to keep our present agreement in effect.

You are hereby notified that it is our intention to continue to operate the enhanced 9-1-1 system and to keep in force the Call Handling Agreement executed with your agency and subsequently filed with the I.C.C. in 1992. Unless advised, in writing, within thirty (30) days of this notice, we will assume you have no objection to the continuation of the agreement.

Thank you for your attention and expected cooperation in this matter. If you have any questions, feel free to contact me at (708) 352-7711, the LaGrange Park Police Department.

Very truly yours,

Edward E. Rompa Chief of Police

LaGrange Park Police Department

EER:al

2359 Desplaines Ave., North Riverside, IL 60546 Jason Rodgers, Executive Director

Call Handling and Aid Outside Jurisdictional Boundaries Agreement

March 17, 2017 For 9-1-1 Emergency Communications

This agreement is made between the West Central Consolidated Communications PSAP, herein referred to as "PSAP", and the LaGrange Park Fire Reliese Department, for the purposes of handling and routing of 9-1-1 emergency calls.

CALL HANDLING

The West Central Consolidated Communications PSAP receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary:

Via transfer to primary 9-1-1 routing number.

Secondary:

Via transfer to listed emergency telephone number: 708-352-2151

AID OUTSIDE JURISDICTION BOUNDARY

This agreement shall provide that, once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The Legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP center agrees to keep all records, times and places of all calls. All records will be available to participants of the 9-1-1 system.

LaGrange Park Fire Department				
Ву:				
Dean Maggos				
Fire Chief				
Date: 3-11-17				

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Left blank intentionally.		
form error	form error	

CARRIER LISTING

(Wireline, Wireless, VoIP)

Provide a list of each carrier that will be involved in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
AT&T	PO Box 97061 Redmond, WA. 98073	(800) 635-6840
Sprint	6391 Sprint Pkwy., Overland Park, KS 662551	(913) 226-6735
Verizon	180 Washington Valley Rd. Bednunster, NJ 07921	(866) 730-8154
T-Mobile	4 Sullivan Pkwy., Parisppany, NY 07054	(877) 653-7911
AT&T Mobility	PO Box 97061 Redmond, WA. 98073	(800) 635-6840
Cricket Wireless	10307 Pacific Center Ct., San Diego, CA 92121	(800) 274-2538
Comcast	1701 JFK Blvd., Philadelphia, PA 19103	(800) 934-6489
Global Com	461 S. Milpitas Bled., Milpitas, CA	(800) 589-1631
Frontier	63 Stone St., Rochester, NY 14646	(877) 262-6822
Vonage	23 Main St., Holmdel, NJ 07733	(866) 293-5674
Allegiance	707 W. Saratoga St., Shawnee, OK 74804	(800) 937-1397
Cimco	1901 S. Meyers Rd. Oakbrook Terrace, IL 60181	(630) 691-8080
Worldcom	22001 Loudoun County Pkwy., Ashburn, VA 20147	(800) 844-1001
Focal	9641 82nd Ave., Edmonton, AB T6C 0Z9	(877) 453-8353
McLeod	8306 Highway 90A, Sugar Land, TX 77478	(800) 332-2385
CBEYOND	320 Interstate North Pkwy. Ste. 500, Atlanta, GA 30339	(866) 424-5100
form error	form error	form error
Mpower	515 S. Flower St., Los Angeles, CA 90071	(213) 213-3000
Paetec	600 Willowbrook Office Park, Fairport, NY 14450	(585) 340-2500
XO COMM	13865 Sunrise Valley Dr., Herndon, VA 20171	(703) 547-2000
Level3	1025 Eldorado Blvd., Broomfield, CO 80021	(720) 888-2750
US Cellular	8410 W. Bryn Mawr Ave., Chicago, IL 60631	(773) 399-8900

CARRIER LISTING

(Wireline, Wireless, VoIP)

Provide a list of each carrier that will be involved in the proposed system.

(USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Left blank intentionally.		

ATTACHMENTS

Ordinance - Documentation that supports the dissolution of the individual ETSB and it's replacement with a JOINT ETSB per an intergovernmental agreement once the consolidation plan is approved by the Statewide 9-1-1 Administrator.

Contracts - The contract for a new 9-1-1 system provider or for NG 9-1-1 service.

Intergovernmental Agreement - The agreement creating the Joint ETSB.

Back-up PSAP Agreement - The agreement that establishes back-up service due to interruptions or overflow services between PSAPs.

Network Diagram - Diagram provided by the 9-1-1 System Provider. Re-evaluate P.O1 grade of Service for cost savings and network efficiency.

TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).

The updated E9-1-1 network system for West Central Consolidated Communications consists of 6 trunks linking the PSAP in North Riverside to the AT&T selective router (updated diagram attached). The backup PSAP will be the City of Berwyn Police/Fire dispatch center at 6401 31st St., Berwyn, Illinois. The E9-1-1 selective router will be programmed to overflow to the backup PSAP in Berwyn in the event all trunks become busy or removed from service. The current 9-1-1 transfer switch will be updated allow manual transfer of 9-1-1 calls to the backup PSAP in Berwyn if the need were to arise due to emergency. AT&T will conduct call testing prior to and during the cutover to test each PSAP routing telephone number, 10 digit emergency lines will be tested as well to ensure correct routing. Wireline testing for the Village of McCook will require ESN testing, through AT&T due to the multitude of potential exchanges in play in their jurisdiction. Wireless routing will be tested with test calls to 9-1-1 and CPE will be tested for transfer capability with test transfer calls to neighboring PSAPs. Additional planning, to involve VoIP providers will aim to work with those providers to develop testing for proper VoIP call processing. An additional network busy study is expected after cutover to ensure adequate circuits are in place for call load.

2) List wireline exchanges to be tested.

A list of wireline exchanges to be tested is included, however, determining a list of exchanges for McCook was difficult as the exchanges for the Village of McCook are included in with both LaGrange and LaGrange Park. With assistance from AT&T testing of wireline exchanges for McCook will be done through ESN testing and test calls.

3) List of wireless and VoIP Carriers to be tested.

Wireless carriers to be tested include:

AT&T Wireless Sprint Verizon US Cellular

VoIP providers: see attached list.

BROOKFIELD, IL Has 171 Exchanges (NXX):

•	630-202	•	630-304	•	312-403	•	<u>630-583</u>	•	<u>847-710</u>	•	<u>708-861</u>
•	708-203	•	630-308	•	708-412	•	708-592	•	<u>630-712</u>	•	<u>630-865</u>
•	708-205	•	847-308	•	708-413	•	708-604	•	847-712	•	630-867
•	<u>815-205</u>	•	708-310	•	630-417	•	708-605	•	708-715	•	708-870
•	630-215	•	708-313	•	630-419	•	<u>630-606</u>	•	312-717	•	<u>630-878</u>
•	708-218	•	<u>630-316</u>	•	847-422	•	847-606	•	708-718	•	708-878
•	630-223	•	312-318	•	630-460	•	708-612	•	630-720	•	630-880
•	708-227	•	630-319	•	708-463	•	630-619	•	708-724	•	708-886
•	708-230	•	708-319	•	<u>630-476</u>	•	630-638	•	<u>630-726</u>	•	847-889
•	630-235	•	847-319	•	847-476	•	847-638	•	630-727	•	630-895
•	630-240	•	630-327	•	<u>815-481</u>	•	630-640	•	<u>708-727</u>	•	<u>708-901</u>
•	708-241	•	630-334	•	708-485	•	630-643	•	847-727	•	708-905
•	708-243	•	847-334	•	630-487	•	708-643	•	<u>630-738</u>	•	<u>708-906</u>
•	630-248	•	630-341	•	630-488	•	708-646	•	<u>847-738</u>	•	<u>630-918</u>
•	630-249	•	847-341	•	<u>815-488</u>	•	708-655	•	<u>630-750</u>	•	<u>630-926</u>
•	<u>708-255</u>	•	630-342	•	<u>630-498</u>	•	<u>630-661</u>	•	<u>815-767</u>	•	630-927
•	<u>630-256</u>	•	847-344	•	312-501	•	708-661	•	<u>630-774</u>	•	847-927
•	708-257	•	847-351	•	630-514	•	847-661	•	<u>630-781</u>	•	<u>312-968</u>
•	<u>630-258</u>	•	<u>630-356</u>	•	708-514	•	630-667	•	708-785	•	312-969
•	<u>630-265</u>	•	312-367	•	708-521	•	630-670	•	708-812	•	<u>630-988</u>
•	<u>630-266</u>	•	<u>630-367</u>	•	<u>630-531</u>	•	<u>630-680</u>	•	708-823	•	<u>708-988</u>
•	<u>708-267</u>	•	708-369	•	<u>815-533</u>	•	708-692	•	<u>630-831</u>	•	<u>847-988</u>
•	708-282	•	<u>630-381</u>	•	<u>630-535</u>	•	<u>708-693</u>	•	<u>847-833</u>	•	<u>708-990</u>
•	<u>630-291</u>	•	<u>708-387</u>	•	<u>815-536</u>	•	<u>630-698</u>	•	<u>630-841</u>	•	<u>708-993</u>
•	<u>630-292</u>	•	<u>630-394</u>	•	<u>708-557</u>	•	708-699	•	<u>630-842</u>	•	<u>708-994</u>
•	<u>815-294</u>	•	<u>630-398</u>	•	<u>630-561</u>	•	<u>630-704</u>	•	<u>630-846</u>	•	<u>630-996</u>
•	<u>312-295</u>	•	<u>630-399</u>	•	<u>708-561</u>	•	<u>708-705</u>	•	<u>847-846</u>		
•	<u>708-296</u>	•	708-399	•	<u>630-567</u>	•	<u>708-706</u>	•	<u>708-854</u>		
•	630-298	•	847-399	•	847-567	•	630-710	•	708-860		

RIVERSIDE/NORTH RIVERSIDE, IL Has 7 Exchanges (NXX):

426
442
447
526
853
762

MCCOOK, IL Exchanges are combined with LAGRANGE and LAGRANGE PARK

VOIP Carriers:

AT&T Business Services	8X8	VONAGE
MegaPath	OnSIP	Inteliquent
Ooma	Level3	ACN
YMAX	CenturyLink	Broadvox
Nextiva	New Global Telecom	Windstream

RATE CENTER END OFFICE TO SELECTIVE ROUTER

AT&T

CICERO BELLWOOD

® (J

CONTROL OFFICE

SELECTIVE ROUTER TO PSAP 9-1-1 CIRCUITS

BERYWN RIVERSIDE

WEST CENTRAL CONSOLIDATED NORTH RIVERSIDE

CUTOVER DATE: 1-27-1992 PROPOSED DISPATCHING

COMMUNICATIONS

BROOKFIELD, RIVERSIDE, MCCOOK

PSAP LOCATIONS

NORTH RIVERSIDE PSAP 2359 S DES PLAINES RD NORTH RIVERSIDE

7FDDZ694790 - NORTHBROOK 3FDDZ694791 - SOUTHFIELD

AT&T ALI ACCESS

ALTERNATIVE PROVIDERS NEWCASTLE GLOBAL COMM CICERO EXCHANGE ALLEGIANCE WORLDCOM GLOBAL COMM BELLWOOD EXCHANGE OAK PARK WESTERN SPRINGS BROOKFIELD 6 6 6 P.01 REQUIREMENT FOR OF 10/16/17= 100 **RECORD COUNT AS** MCCOOK FOLDING DOWN BROOK FIELD FOLDING DOWN RIVERSIDE FOLDING DOWN **REMAINS OPEN WIRELESS TRUNK COUNT = 2** WIRELESS = 2EXISTING **COMBINED 911 DB COUNT AS EXISTING LANDLINE TRUNK** P.01 REQUIREMENT = 3 TRUNKS NORTH RIVERSIDE PSAP OF 10/1/16 =10609 COMBINED LANDLINE 911DB **BACK-UP PSAP: BERWYN**

FOCAL

CBEYOND

AT&T IP

SUMMIT

LAGRANGE

FRONTIER

PAETEC

TELEPORT

MPOWER MCLEOD

XO COMM

PAETEC WORLDCOM

XO COMM

LEVEL 3 MCLEOD

FRONTIER

FOCAL **CBEYOND**

GLOBAL COMM

VILLAGE (5E) **ELK GROVE** AT&T IP ALLEGIANCE **MPOWER** MCLEOD

_EVEL 3

FRONTIER FOCAL CIMCO **CBEYOND** AT&T IP

XO COMM WORLDCOM PAETEC

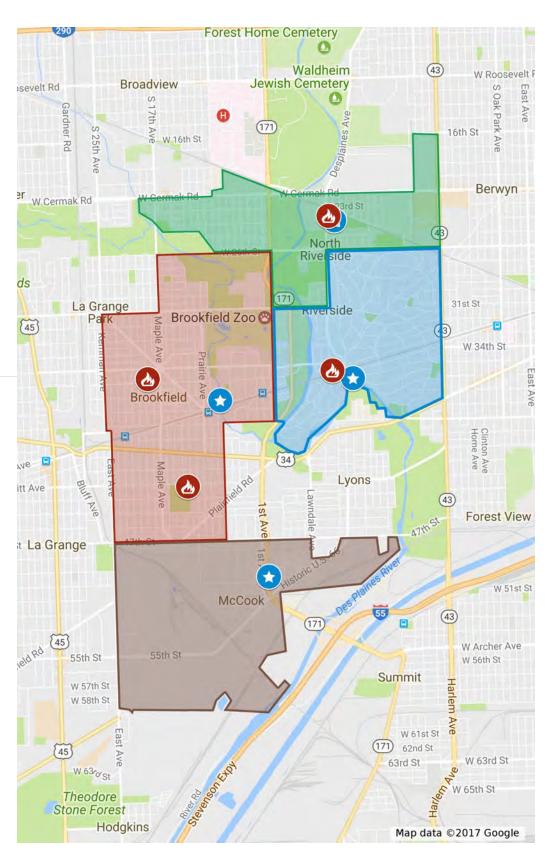
OAK PARK EXCHANGE

MPOWER

WC3 Agency Jurisdictions

WC3 Agency Jurisdictions

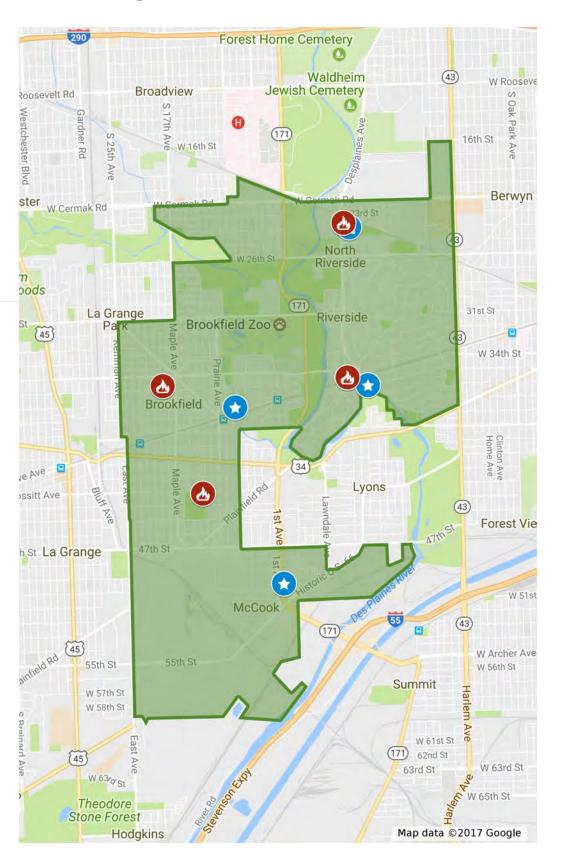
- North Riverside PD/WC3
- Morth Riverside FD
- Riverside PD/FD
- A Riverside FD #2
- Brookfield PD
- Brookfield Fire Dept. HQ
- Brookfield FD #2
- McCook PD/FD
- North Riverside
- Riverside
- A Brookfield
- A McCook



WC3 Jurisdictional Map

WC3 Departments

- ⚠ North Riverside PD/WC3
- Morth Riverside FD
- Riverside PD/FD
- A Riverside FD #2
- Brookfield PD
- **⚠** Brookfield FD HQ
- Brookfield FD #2
- McCook PD/FD
- WC3 Jurisdiction



2016 RESOLUTION NO. 31

A RESOLUTIONAPPROVING AND AUTHORIZING THE EXECUTION
OF ANINTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
"WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")"
FOR THE OPERATIONAND MAINTENANCE OF A
COMBINED DISPATCH AND COMMUNICATION SYSTEM

(Village ofRiverside, Cook County, Illinois)

WHEREAS, the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside"), (collectively referred to as the "Participating Agencies"), desire to enter into an intergovernmental agreement, entitled "Intergovernmental Agreement Entered Into By The Villages Of Brookfield, North Riverside And Riverside To Establish An Intergovernmental Cooperative Venture Known As "West Central Consolidated Communications" ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "IGA"), for the purpose of establishing an intergovernmental cooperative venture known as the "West Central Consolidated Communications" (also referred to as "WC3") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system with 9-1-1 services and wireless E-9-1-1 services (the "System") that will service each of the Participating Agencies. A copy of the IGA is attached to this Resolution as Exhibit "A" and made a part hereof; and

WHEREAS, the general purpose of the IGA is to provide for the joint establishment, maintenance and operation of the System to provide communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the WC3; and

WHEREAS, the Participating Agencies have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies. The Participating Agencies also have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents; and

WHEREAS, each of the Participating Agencies currently operates its own public safety answering points ("PSAP"). Pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating Agencies are required to consolidate their existing PSAPs. Through intergovernmental cooperation, this consolidation will allow the Participating Agencies to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the

Participating Agencies for the benefit of the health, safety and welfare of the residents of the Participating Agencies; and

WHEREAS, under the attachedIGA, the Participating Agencies agree to cooperate in the preparation and filing of a PSAP consolidation plan with the Illinois Department of State Police ("IDSP") that will seek regulatory approval to operate the PSAP located at the North Riverside Police Station, 2359 South Desplaines Avenue, North Riverside, Illinois ("WC3 PSAP"), as a consolidated dispatch center serving all of the Participating Agencies. Once IDSP approval is granted and the other PSAP operations are terminated, the funding, operations, maintenance, upgrades and staffing of the WC3 PSAP will be governed by the WC3 in accordance with the terms of the attached IGA; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 et seq.) authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish, by intergovernmental agreement, a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency Telephone System Boards ("local ETSBs") are terminated by ordinances that rescind their establishment, authority and operational functions. At the same time they approve this Resolution, the Participating Agencies agree to adopt the necessary ordinances to dissolve their local ETSBs, subject to continuing to operate their own local ETSBs until the WC3's Joint Emergency Telephone System Board ("WC3 JETSB") is certified and authorized to operate by the IDSP or any other governmental agency with oversight jurisdiction. Once the local ETSBs are terminated, the WC3 JETSB will assist with the funding of the operations, maintenance, upgrades and staffing of the WC3, its WC3 PSAP and any backup PSAPunder the terms of the IGA. The Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) also authorize the collection of surcharges to assist with the delivery of 911 services and wireless E-911 services. While in existence, the local ETSBs of the Participating Agencies, in their discretion, may allocate none, all, or a portion of their own surcharge funds to the WC3 JETSB in accordance with the terms of the IGA; and

WHEREAS, the Participating Agencies recognize that the surcharge funds and other ETSB funds that will be received and allocated by the State of Illinoisto the WC3 JETSB will not fully fund the operations, maintenance, upgrades and staffing of the WC3, its WC3 PSAP and any backup PSAP. Per the cost sharing provisions of the IGA, the Participating Agencies are responsible for fully funding the operations, maintenance, upgrades and staffing of the WC3, its WC3 PSAP and any backup PSAP, as the surcharge funds and other ETSB funds received from the State of Illinois will not be adequate to provide a full level of funding for such activities; and

WHEREAS, in order to participate in the formation of the WC3, the corporate authorities of each of the Participating Agencies are required to vote in favor of the attached IGA by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

WHEREAS, the President and Board of Trustees of the Village of Riverside, Cook County, Illinois find that it is in the Village's best interests to authorize the approval and execution of the IGA in order to participate in the formation of the WC3 to receive the benefits of the Services to be provided by the WC3; and

WHEREAS, the corporate authorities of each of the Participating Agencies are authorized to approve and enter into the IGA under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the

Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)).

NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF RIVERSIDE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trusteesof the Village of Riverside, Cook County, Illinois approve and authorize the execution of the attached "Intergovernmental Agreement Entered Into By The Villages Of Brookfield, North Riverside And Riverside To Establish An Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "IGA") (attached as Exhibit "A"). In addition, the Board of Trustees authorize and directthe Village President and Village Clerk, or their designees, to execute and submit signed original signature pages of the IGA, certified copies of this Resolution and such other documents as are necessary to fulfill all of the Village's obligations under the IGA. The Village Clerk shall transmitsigned original signature pages of the IGA and certified copies of this Resolution to the presiding officers of the other Participating Agencies within ten (10) calendar days of approval of this Resolution.

ADOPTED this day of,2016, pursuant to a roll call vote as follows:
AYES: Collins Lumsden, Pollock+Seding
NAYS: Mone
ABSENT: Balleine + Lamilton
APPROVED this day of
Burganu Slls Village President
ATTEST:
(b+++ . 1).

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
"WEST CENTRAL CONSOLIDATED COMMUNICATIONS" ("WC3")
FOR THE OPERATIONAND MAINTENANCE OF A
COMBINED DISPATCH AND COMMUNICATION SYSTEM

(attached)

INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE VILLAGES OF RIVERSIDE, NORTH RIVERSIDE AND BROOKFIELD TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS THE "WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")" FOR THE OPERATIONAND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on the Effective Date hereinafter set forth, by the Village of Riverside, an Illinois municipal corporation ("Riverside"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), (collectively referred to as the "Participating Agencies" or "Parties"), to provide for the establishment of an intergovernmental cooperative venture known asthe "West Central Consolidated Communications("WC3")" (also referred to as "WC3") for the operation and maintenance of acentralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code, § 725.200(i)).

RECITALS

WHEREAS, the Participating Agencies have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies. In addition, the Participating Agencies have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section 220/1 et seq. of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), as amended by Public Act 99-006 (effective July 2, 2015), requires covered units of local government to consolidate 9-1-1 services and wireless E-9-1-1 services. The new version of Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 et seq.), as amended by Public Act 99-006, authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency

Telephone System Boards ("ETSB")are terminated by ordinances that rescind their establishment, authority and operational functions. As part of the approval of this Agreement, the Participating Agencies agree to adopt rescinding ordinances that eliminate the establishment, authority and operational functions of their respective ETSBs, subject to each Participating Agencyusing any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2016/2017ETSB budgets. The Parties, in their discretion, may allocate none, all or a portion of their own surcharge funds to the WC3in accordance with the terms of this Agreement; and

WHEREAS, it is the desire of the Participating Agencies to jointly establish, maintain and operate the Systemfor the purpose of providing communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the WC3; and

WHEREAS, each of the Participating Agencies currently operates its own public safety answering point ("PSAP"). Pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating Agencies are required to reduce the number of operational PSAPs via consolidation. Through intergovernmental cooperation, this consolidation will allow the Participating Agencies to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Agencies for the benefit of the health, safety and welfare of the residents of the Participating Agencies; and

WHEREAS, under this Agreement, the Participating Agencies agree to cooperate in the preparation and filing of a PSAP consolidation plan with the Illinois Department of State Police ("IDSP") that will seek regulatory approval to operate the PSAP located at 2359 South Desplaines Avenue, North Riverside, Illinois 60546("WC3 PSAP"), as a consolidated dispatch center serving all of the Participating Agencies. Once IDSP approval is granted and the other PSAP operations are terminated, the funding, operations, maintenance, upgrades and staffing of the WC3 PSAP will be governed by the WC3 in accordance with the terms of this Agreement; and

WHEREAS, the respective corporate authorities of the Participating Members have authorized and directed the execution of this Agreement by adoption of ordinances that contain the same findings and authorizing content and are in substantially the same format.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participating Agencies as follows:

ARTICLE I WEST CENTRAL CONSOLIDATED COMMUNICATIONS CENTER ESTABLISHED

1.0. Creation; Purpose; Termination of Local ETSBs; Funding; Legal Status; Incorporation of Recitals.

- 1.1. WC3Creation. The Participating Agencies establish "West Central Consolidated Communications", an intergovernmental cooperative venture known as the "WC3", for the operation and maintenance of the System, for the purpose of providing facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its members; and (2) the implementation of this Agreement. WC3 shall be considered a "public safety agency" as defined at Section 2.02 of the Emergency Telephone System Act (50 ILCS 750/2.02). As part of the creation of WC3, the Participating Members also establish a JETSB referred to as the "WC3 Joint Emergency Telephone System Board" (also referred to as "WC3 JETSB"). The principal office address for the WC3 and the WC3 JETSB shall be: North Riverside Police Station, 2359 South Desplaines Avenue, North Riverside, Illinois 60546. The WC3 JETSB shall hold its meetings at the principal office, or such other location(s) within the service territories of the PSAPS as determined by the Board of Directors (defined below) or the WC3 JETSB in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) ("OMA").
- 1.2. Purpose. The purpose of the WC3 JETSB is to oversee the consolidation of three (3) public safety answering points (identified below) into one (1) PSAP (identified below), to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this Agreement to assist in funding the operations, maintenance and staffing of the WC3 PSAP and the WC3 JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members.
- 1.3. Termination of Local ETSBS. In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the WC3 JETSB under this Agreement, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBS, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the WC3 JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the WC3 and the WC3 JETSB; and (2) the termination of the local ETSBS will be effective only upon the creation of the WC3 and the WC3 JETSB and the regulatory approval of the WC3 PSAP and WC3 JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator") and the operation of the WC3 PSAP in place of the three (3) existing PSAPS.
- 1.4. Funding. Even though the WC3 JETSB will receive ETSB funds on behalf of the Participating Agencies, the WC3 JETSB will not receive adequate funding from the State of Illinois to fully fund the operations, maintenance, upgrades and staffing of WC3 PSAP. Each of the Participating Agencies agrees that it will be responsible to pay its allocated share of additional funds to fully fund the operations, maintenance, upgrades and staffing of the WC3 and the WC3 PSAP.
- 1.5. Legal Status. The WC3 and the WC3 JETSB shall be considered "public safety agency," as defined at Section 2.02 of the Act (50 ILCS 750/2.02).

Incorporation of Recitals. The foregoing Recitals are a material part of this Agreement and are incorporated in this Section as if they were fully set forth herein.

1.6Effective Date.

This Agreement shall be effective only after each of the Initial Participating Agencies (defined below) has properly and legally passed, approved and published in pamphlet form a resolution, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. This Agreement shall be deemed null and void and not binding upon any Party if the Villages of Brookfield, North Riverside and Riverside have not all passed and approved an authorizing resolution necessary to approve of this Agreement by June 30, 2016. This Agreement shall be binding only on those Participating Agencies that adopt an approving resolution and execute this Agreement. As part of the approval of this Agreement, each Participating Agency shall deliver to all other Participating Agencies a certified copy of a duly enacted resolution authorizing and directing the execution of this Agreement, as well as a signed signature page of this Agreement. The "Effective Date" of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement.

1.7. **Definitions.** The following terms shall be defined as follows:

Annual Budget means: The Budget adopted annually that provides for the annual operations, maintenance and capital needs of WC3 to operate the System and includes the Capital Budget and the Operating Budget.

Annual Operating Costs means: Costs relating to the operations of the System and the WC3, including costs related to salaries, employment benefits, insurance, equipment, technology, overhead, outside vendors and utilities.

Annual Service Fees (also referred to as "Participation Fees") means: Annual (or periodic) fees, determined by the Board, payable by each Participating Agencyto pay for the annual operations, maintenance, upgrades and capital needs of the WC3 as a condition of the Participating Agency's continued participation in the WC3 and continued receipt of the Services. The Annual Service Fees shall be based on a formula that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies and one or more other levels of Annual Service Fees and additional other charges payable by other members who do not participate at the same level as the Initial Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the WC3 pursuant to a service agreement.

Capital Budget means: The portion of the Annual Budget that provides for the annual capital needs of WC3 to acquire and maintain, upgrade, repair and replace the System or portions thereof in order to deliver Dispatch Services, including new equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Capital Equipment Fund means: The Fund that WC3 shall maintain to hold funds for the purpose of purchasing or acquiring capital equipment for use by WC3.

Capital Implementation Budget means: A budget that identifies and provides for all initial start-up costs related to the buildings, equipment and implementation of the System.

Capital Implementation Costs means: Any costs related to the start-up of the System, including any acquisition and maintenance, upgrades, repair or replacement of the System or portions thereof such as equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Capital Cost means: Any costs related to the maintenance, upgrades, repair or replacement of the System or portions thereof, such as any equipment, technology (software, hardware, computers, servers,

etc.) and improvements to the buildings that house the System and the WC3 dispatch operations and personnel.

Dispatch and Communication System ("System") means: A centralized, combined emergency services dispatch and communication system.

Dispatch Services means: The transmitting or receiving of communications requesting emergency response and management services and police protection/fire protection/emergency medical and ambulance services by WC3 dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.

Emergency Telephone System Fund means: The Fund that WC3 shall maintain to receive surcharge monies collected by the Participating Agencies for use and expenditure only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended.

ETSB / Other Source Grant Fund means: The separate interest-bearing bank account(s) that the WC3 JETSB shall maintain to receive "Grant Funds" (as defined below) paid to it by the State of Illinois, or any county or federal agency or any other lawful source for the benefit of the WC3, the WC3 PSAPS or the WC3 JETSB. The Grant Funds shall be used and spent only in accordance with the grant requirements and restrictions and all applicable laws and regulations.

Grant Funds means: The funds that are awarded by any private or public entity to or for the benefit of the WC3 JETSB, any Participating Member or one of the PSAPS covered by this Agreement. The WC3 JETSB, any Participating Member or the WC3 PSAP may apply for any grant funds in furtherance of the objectives of this Agreement. "Unspecified grant funds" are those funds awarded to the WC3 or the WC3 JETSB for use by the WC3 JETSB, in its discretion, including distribution to one or more Participating Member or to one or more of the PSAPS (as defined below) covered by this Agreement. "Specified grant funds" are funds that are awarded to or for the benefit of the WC3 JETSB or a specific Participating Member or one of the PSAPS.

Local ETSB Reserves means: The monies held by each Participating Member's local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the WC3 JETSB. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

Participation Fee (or Participation Fees) means: (See also Annual Service Fee.) The annual (or periodic) fees payable by each Participating Member as a condition of membership in the WC3 and the WC3 JETSB that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment and operations of the WC3, the WC3 JETSB and the WC3 PSAP, and a portion of the annual, ongoing Operating Costs and Capital Costs of the WC3, the WC3 JETSB and the WC3 PSAP that each new member is obligated to contribute towards its continued membership in the WC3.

Initial Participating Agencies means: The Village of Brookfield, the Village of North Riverside and the Village of Riverside, who were the first municipalities to approve this Agreement.

Non-Refundable Capital and Operating Participation Fee means: The fee payable by each Participating Agency as a condition of membership in WC3 that covers a portion of the Capital Costs incurred in the establishment of WC3 and a portion of the ongoing Operating Costs of WC3 that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board of Directors, in

its solc discretion, based on information provided by the Executive Director (as defined in Article VII below), any WC3-retained consultant and/or WC3's auditor. For the Initial Participating Agencies, this Non-Refundable Capital and Operating Participation Fee shall consist of the initial contributions, and any supplemental contributions (See Section 5.8(B) below), by each Participating Agency to the Capital Equipment Fund, the Capital Implementation Costs and the Start-Up Operating Costs.

Participating Agency (or Participating Agencies) means: Any municipality, fire protection district or unit of local government that agrees to participate in WC3 by approving this Agreement, as amended, and has been accepted and authorized to participate in WC3 in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Agency, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

Non-Member means: Any municipality, fire protection district, unit of local government, other person or private or public entity that receives certain Services from WC3 pursuant to a service agreement. Aunanimous voteby the Board of Directors holding office is required to approve a service agreement to compensate the WC3 for the provision of certain Services to a Non-Member. WC3 may, but is not obligated to, provide certain fire, EMS, law enforcement communication, and other contractual services to Non-Members.

Operating Budget means: The portion of the Annual Budget that provides for the annual operating needs and expenses of WC3 to operate and maintain the System in order to deliver Dispatch Services, including costs related to salaries, employment benefits, insurance, outside vendors and utilities.

Operating Costs means: Any costs incurred by WC3 related to operating the System and the buildings, including salaries, employment benefits, insurance, outside vendors and utilities.

Start-Up Operating Budget means: A budget that identifies and provides for all initial start-up costs related to the operations of the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.

Start-Up Operating Costs means: Any initial start-up costs related to the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.

Recapture Fee means: The fee, determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director, any WC3-retained consultant and/orWC3's auditor, shall be paid by any withdrawing or terminatedParticipating Agency to reimburse the other Participating Agencies for all incurred but unpaid or to be incurred debt service payments relating to WC3, incurred but unpaid or to be incurred Operating Costs, and unamortized Capital Costs incurred or paid for by WC3. These Capital Costs include, but are not limited to, any type of WC3-related improvements to the buildings or structures owned by the withdrawing or terminated Participating Agency that were used by WC3 or capital equipment incorporated into the buildings or structures that were part of WC3's System and those improvements will no longer be available to WC3 or the other Participating Agencies after the Participating Agency withdraws from or terminates its participation in WC3, or upon dissolution of WC3 or the termination of this Agreement. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Agencies who are obligated to pay part of the debt obligations of WC3 during their time with WC3, who have received Services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the expense of WC3, and then, upon withdrawal from or dissolution of WC3 or termination of this Agreement, those Participating Agencies retain the value of such improvements.

Reserve Fund means: The monies retained by WC3 in an account that equals a certain percentage of the

typical Annual Operating Costs held in reserve for use tomeet ordinary and necessary disbursements for administrative operation expenses, maintenance and capital needs and other lawful purposes of WC3 in emergency or special circumstances. As part of its fiscal policies, the Board of Directors, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor.

Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the WC3 JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended.

ARTICLE II BOARD OF DIRECTORS

2.0. Composition.

There is established a three (3) memberBoard of Directors of WC3(the "Board"), which shall consist of the three (3) Village Managers (or Chief Administrative Officers) of each Initial Participating Agency, or his/her designee. The eligible designees shall be designated for each respective Participating Agency, in writing, by each of the Village Managers or Chief Administrative Officers of the Participating Agencies. As additional Participating Agencies are approved for membership to WC3, their Village Manager (or Administrator or person holding the equivalent administrative management position) shall join the Board of Directors.

2.1. Chair, Vice-Chair and Secretary.

Based on the rotation provided for below, the Board shall, at its initial meeting and thereafter at its annual meetings on a two (2) year rotation, appoint one of its members to serve as the Chair, whose term shall run for a two (2) year period or until a successor is appointed. At its initial meeting, and thereafter at its annual meetingson a two (2) year rotation, the Board shall also appoint one of its members to serve as the Vice-Chair, whose term shall be two (2) years. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him/her by the Board and this Agreement. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair from a meeting, the Board shall appoint a Chair pro-tem to undertake the duties of the Chair for that particular meeting.

The Village Managers (or Chief Administrative Officers), or their designees, shall serve as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first and second years*)
2nd Chair appointment (third and fourthyears)
3rdChair appointment (fifthand sixth years)
4th Chair appointment (seventh and eighth years)

Riverside
Brookfield
North Riverside
Riverside (or a new Participating Agency)

*The initial term of the Chair and the Vice-Chair shall include the first partial fiscal year of operation and then two (2) full fiscal years thereafter. If a representative(s) of a Participating Agencydeclines to serve as Chair or Vice-Chair, then the representative(s) of the next Participating

Agency in the above rotation shall serve in that capacity for the term. If another Participating Agency joins WC3, its name shall be inserted at the end of the above rotating list, or as determined by the Board. The Village Manager (or Chief Administrative Officer), or his/her designee, of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list has served as Chair at least one time. When the Village Manager (or Chief Administrative Officer), or his/her designee, of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list. The Secretary to the Board shall be the Executive Director, or his/her designee, and shall:

- A. Take and keep the minutes of the Board meetings in a binder provided for that purpose; and
- B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and
- C. Be custodian of the records of WC3 and perform all duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board of Directors; and
- D. Serve as one of the designated Freedom of Information Officers for WC3; and
- E. Perform the above duties in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.)(the "OMA").

In the absence of the Secretary or his/her designee, the Board shall appoint a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

2.2. Meetings of the Board of Directors.

- A. The Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting, at which time the Chair and Vice-Chair shall be appointed as provided for under Section 2.1 above. Other business may also be considered at the annual meeting. The Board shall meet at least once each year, or more frequently as deemed necessary by the Board.
- B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. The Secretary, or his/her designee, shall cause notice of all meetings, including an agenda, to be posted at the North Riverside Police Department, 2359 South Desplaines Avenue, North Riverside, Illinois 60546 and at the actual location of the meeting (if different than the WC3's Principal Office). Special meetings of the Board may be called by the Chair ortwo-thirds (2/3rds) of a quorum of the members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.
- C. To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the

- conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.
- D. No Board member shall receive any compensation for serving as a Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board.

2.3. Quorum.

A quorum for holding a meeting of the Board shall consist of a majority of the Board.

2.4. Voting Requirements.

Except as otherwise provided for in this Agreement, a unanimous vote of the Board shall be necessary for the Board to act. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible member may vote on matters while in compliance with the electronic participation rules below. If any Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Board, then the Participating Agency shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board until a successor is duly appointed and qualified.

2.5. Electronic Participation in Meetings.

In accordance with the OMA, members of the Board and the Operating Board may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

2.5.1. Rules and Procedures.

- A.Definitions. The definitions of the terms "meeting," "public body," "other means," "quorum" or any other defined term used in this Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.
- B.OMA Compliance. The Board and the Operating Board must comply with all of the applicable requirements of the OMA, as amended.
- C. Quorum. The Board and the Operating Board are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.
- D. Meeting Minutes. Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.
- E. Electronic Attendance and Participation. As stated in the OMA, provided that the audio, telephone or video conference connection allows the voice of an absent member to be

clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board and the Operating Board may only attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:

- (1) personal illness or disability; or
- (2) employment purposes or the business of the public body; or
- (3) a family emergency or other emergency.

Where a member of the Board or the Operating Board is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately after convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that his or her voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

2.6. By-laws.

A set of By-laws may be prepared and approved by the Board of Directors, after recommendation from the Executive Director and the Operating Board, which will provide additional direction and detail in regard to the governance of the WC3. If adopted, the By-laws will be incorporated by reference into this Agreement, with the original and any amendments to the By-laws being placed on file with the Secretary.

ARTICLE III POWERS OF THE BOARD OF DIRECTORS

3.0. Powers.

- A. The Board shall have all powers that are necessary or incidental to the establishment and operation of joint emergency dispatch and communications center(s) serving each of the Participating Agencies, including, but not limited to:
 - (1) All powers conferred upon Emergency Telephone System Boards under the Emergency Telephone System Act(50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations;

- (2) The Board shall determine and approve the general policies for WC3 and may adopt a set of By-laws for WC3, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (3) The Board shall approve any new members to WC3 by a unanimous vote;
- (4) Receiving monies from any revenue source authorized by any federal or State law or any surcharge imposed by WC3 or any one of the Participating Agencies pursuant to applicable local, county, state or federal laws, the Emergency System Telephone Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-I-1 Surcharge Act (50 ILCS 753/1 et seq.), including any future amendments to said laws and statutes;
- (5) Authorization to spend the revenue and surcharge funds in accordance with applicable local, county, state or federal laws, Section 15.4 of the Emergency System Telephone Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), including any future amendments to said laws and statutes;
- (6) The purchase or lease or use of facilities for the Services to be provided under this Agreement, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (7) The hiring, directing, compensation, discipline and termination of an Executive Director whenever, in its judgment, the best interests of WC3 would be served thereby:
- (8) Approval of the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, including a salary and benefits plan for all WC3 personnel, the Capital Budget, the Operating Budget, the Capital Equipment Fund and theReserve Fund, and use of surcharge funds and wireless surcharge fundsfor the implementation and operation of the WC3 Systemby a unanimous vote of the Board, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (9) Reallocate budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, based onthe recommendations from the Operating Board and the Executive Director;
- (10) Determine and approve all the contributions due from all the Participating Agencies relative to the Start-Up Operating Budget, the Capital Implementation Budget, the Annual Budget, the non-refundable Capital and Operating Participation Fee and the Recapture Fee, and determine and approve any payments owed to any Participating Agency (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Executive Director, any WC3-retained consultant and/orWC3's auditor and the recommendations from the Operating Board and the Executive Director;

- (11) Approve increases in any Capital Budget or Operating Budget that are attached to this Agreement or have otherwise been approved by the Board, as well as any increased contributions resulting from any increase in Capital Budget or Operating Budget, by a unanimous vote of the Board, when deemed necessary to further the purposes of the System, based on information provided by the Executive Director, any WC3-retained consultant and/orWC3's auditor and the recommendations from the Operating Board and the Executive Director;
- (12) Determine and approve any revisions in the data used or the methodology for calculating each Participating Agency's share of WC3's Annual Operating Costs, and the non-refundable Capital and Operating Participation Fee, when authorized hy the terms of this Agreement by a unanimous vote of the Board, based on information provided by the Executive Director, any WC3-retained consultant and/orWC3's auditor and the recommendations from the Operating Board and the Executive Director;
- (13) Approve five-year projection reports of capital equipment needs and costs and Operating Costs by a unanimous vote of the Board, based on information provided by the Executive Director, any WC3-retained consultant and/orWC3's auditor and the recommendations from the Operating Board and the Executive Director;
- (14) Contract with other entities, organizations or units of government, including "Non-Members" of WC3, for the use of WC3 facilities, equipment and Services and to approve appropriate rules and charges therefore, based on information provided by the Executive Director, any WC3-retained consultant and/orWC3's auditor and the recommendations from the Operating Board and the Executive Director;
- (15) In its own name, make and enter into contracts, accept contributions, acquire, hold and dispose of property, real and personal, and incur debts, liabilities or obligations necessary for the accomplishment of its purposes, and sue or be sued to enforce its contracts, liabilities and the duties owed it;
- (16) Contract for the purchase of insurance and employee benefits, and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement;
- (17) Enter into contracts with collective bargaining units or organizations relative to the employment of dispatch personnel and other WC3 employees;
- (18) The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/.01 et seq.), including any future amendments to said statute, relative to matters contained in the Annual Budget; and

- (19) Contracting with consultants, auditors and attorneys relative to WC3matters as provided for in the Annual Budget.
- (20) Review and declare as "surplus" and approve the disposal of such surplus personal property and real property as determined by the Board in accordance with applicable Illinois laws.
- (21) Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth in applicable State or Federal law, which are not otherwise prohibited by applicable law.
- (22) Create and provide direction to committees and subcommittees, as needed.
- (23) May create one or more management positions, as needed.
- B. The Board shall, in all cases, exercise its powers in a manner that complies with this Agreement and all applicable laws, including compliance with all registrations and certifications required by the Illinois Commerce Commission, and, after January 1, 2016, as required by the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police, and any subsequent amendments to said laws or regulations.

3.1. Prohibited Actions.

WC3shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV PUBLIC SAFETY ANSWERING POINTS

4.0. Consolidation of PSAPS.

Upon approval of this Agreement, and the certification and approval by the State 9-1-1 Administrator, of the WC3 JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan:

- 1. Brookfield PSAP
- Riverside PSAP

The following PSAP will continue to be operated, maintained and staffed by the WC3 and will receive surcharge funds and other funding in accordance with this Agreement:

1. North Riverside PSAP (the "WC3 PSAP")

The following PSAP shall serve as the "WC3 Back-Up PSAP":

1. Berwyn PSAP located at 6401 West 31st Street, Berwyn, Illinois 60402

The WC3 PSAP and the WC3 Back-Up PSAPare collectively referred to in this Agreement as the "WC3 PSAPS".

Upon formation, the WC3 will enter into an intergovernmental agreement with the City of Berwyn in regard to the Berwyn PSAP and the WC3 PSAP serving as backup PSAPs for the other. In the

event the City of Berwyn declines to or cannot serve as a backup PSAP for the WC3, then the WC3 will take appropriate action to enter into an intergovernmental agreement with another unit of local government for backup PSAP services and obtain the required state approvals for such arrangement.

The service territories of the WC3 PSAPS shall be the areas currently served by each respective PSAP currently operated by the Participating Agenciesas of the Effective Date of this Agreement.

- 4.1. Until the WC3 PSAP receives its certification and approval by the State 9-1-1 Administrator and commences active operations to serve the WC3 Participating Agencies under this Agreement, the Participating Agencies shall be solely responsible to fully fund the operations, maintenance, upgrades and staffing of theirown respective PSAPS. After the consolidation of the above PSAPS are completed, the Participating Agencies shall share equally in the costs related to funding the operations, maintenance, upgrades and staffing of the WC3 PSAPS in accordance with the terms of the Agreement(e.g., three original Participating Agencies: one-third cost sharing formula).
- 4.2. The WC3 PSAP shall not expand its9-1-1 dispatch service territories without first providing written notice of an intent to expand their 9-1-1 dispatch service territories and obtaining the approval of the Board by a unanimous vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional units of local government to the Board will require, at a minimum: (a) new member approval by the Board, as required by this Agreement, and approval of an addendum to this Agreement, (b) re-allocation and re-calculation of the cost sharing formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.
- 4.3. The WC3 PSAP may expand itsnon-9-1-1 dispatch service territories, subject to approval of the Board.

ARTICLE V FINANCES

5.0 Fiscal Year.

WC3's fiscal year shall be from January 1st to December 31st of the next year.

5.1 Budget and Operating Funds.

- 5.1.1 The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the WC3, the WC3 PSAPS and the WC3 JETSB:
 - A. Start-Up Operating Budget (one-time preparation).
 - Annual Budget (includes the Operating Budget and the Capital Budget).
 - C. Emergency Telephone System Fund.
 - D. Wireless Service Emergency Fund.
 - E. ETSB/Other Source Grant Fund.
 - F. Reserve Fund.
 - G. Any other fund deemed necessary for operation purposes or required by applicable law.

5.1.2. The amounts due pursuant to this Section from each Participating Agency shall be payable to the WC3 JETSB on a date determined by the Board.

5.2 Start-Up Operating Budget.

The Start-Up Operating Budget for the initial Start-up Operating Costs, which shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board, relates to the operation of the System, as contemplated by this Agreement and will be incorporated by reference as Exhibit "A" into this Agreement. The Board shall undertake its best efforts to establish the System serving the Participating Agencies at the earliest feasible date after the approval of this Agreement, subject to receipt of certification and approval by the 9-1-1 Administrator.

5.2.1. The amounts due pursuant to this Subsection from each Participating Agency shall be payable to WC3 on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Start-Up Operating Budget shall be revised by utilizing any such data, or different methodology that is deemed equitable andapproved by the Board by a unanimous vote.

5.3 Capital Implementation Budget and Annual Capital Budget.

The Capital Implementation Budget for the initial Capital Implementation Costs and any subsequent Annual Capital Budgets related to the buildings, equipment and implementation of the System, as contemplated by this Agreement, shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board and shall be incorporated into this Agreement as **Exhibit "B"**. The amounts due pursuant to this Section from each Participating Agency shall be payable to WC3 on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a feefor-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Capital Implementation Budget and any Annual Capital Budgets shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

5.4. Allocation of Capital Implementation Costsand Annual Capital Costs.

- A. The Capital Implementation Costs and Annual Capital Costs as contained in the Capital Implementation Budget and any Annual Capital Budgets (Exhibit "B") shall be equally sharedamong the Participating Agencies, unless otherwise determined by a unanimous vote of the Board. Each Participating Agency shall make its payment for annual to WC3 on a date determined by the Board.
- B. If, after the date upon which the System serving the Participating Agencies is operational, there exists unspent funds in the Capital Implementation Budget, said funds shall be allocated to the Capital Equipment Fund or as otherwise directed by the Board.

5.5. Capital Equipment Fund.

- A. There shall be created a Capital Equipment Fund for the purpose of meeting the future Capital Equipment needs of WC3. The Capital Equipment Fund shall only be used to pay Capital Costs and not be used to pay for Operating Costs. In the event of a dispute as to whether a cost is an Operating Cost or a Capital Cost, the dispute shall be decided by a two-thirds (2/3rds) vote of the Board. Based upon input from the Executive Director and the Operating Board, the Board shall, by a unanimous vote, approve a five-year projection of capital equipment needs and anticipated costs ("Five Year Capital Equipment Plan") on an annual basis. The funding for the Five Year Capital Equipment Plan and the Capital Equipment Fund shall be chargeable to the Participating Agencies on an annual or periodic basis, as determined by the Board, and the funding allocation formula shall be pro-rated among them based on the Annual Operating Costs Allocation Formula set forth below at Subsection 5.6.C.
- B. Each approved Five Year Capital Equipment Plan and the Board's annual determination of the amounts due for the Capital Equipment Fund from each Participating Agency shall be forwarded to the Mayor/President of each Participating Agency immediately upon its approval by the Board.

5.6. Allocation of Annual Operating Costs.

- A. Initial Annual Operating Costs Allocation Formula. For the period from the effective date of this Agreement to the end of the third fiscal year, the percentage allocation of WC3's "Annual Operating Costs" to each Participating Agency shall be equally divided for each Participating Agency.
- B. A "Start-Up Operating Budget" for the period from the inception of this Agreement to the end of the first fiscal year shall be prepared and approved by the Board of Directors with input from the Executive Director, the Treasurer and the Operating Board after the approval of this Agreement and shall be incorporated by reference as <a href="Exhibit "A" into this Agreement. This Start-Up Operating Budget shall include a chart establishing the respective contribution amounts due for each Participating Agency and includes the amount of each Participating Agency's contribution(s), which amounts are based on each Participating Agency contributing an equal share. In the event the number of Participating Agencies changes prior to the end of the first fiscal year, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the amount of each Participating Agency's percentage share of WC3's Annual Operating Costs shall be revised to be an equal portion of the total Start-Up Operating Budget, as may be approved by the Board by a unanimous vote.
- C. Annual Operating Costs Allocation Formula. Subject to Section 5.8. below, for the second full fiscal year beginning January 1, 2018 through December 31, 2019, and all subsequent fiscal years, the percentage of WC3's total Annual Operating Costs chargeable to each Participating Agency will be based on:

The prorated, equal share of all Annual Operating Costs as allocated among the total number of Participating Agencies within the WC3.

For example, with three original Participating Agencies at the time of the formation of the WC3, all of the Annual Operating Costs shall be shared equally on one-third cost sharing basis.

In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.

5.7. Annual Budget.

The Board of Directors shall adopt an Annual Budget for the upcoming fiscal year at its December meeting each year. In addition, the Annual Budget process shall be handled as follows:

- A. The Executive Director, with input from the Treasurer, shall prepare a proposed Annual Budget for the Board of Directors to review at the Board's Novembermeeting each year. Copies of the proposed Annual Budget shall be delivered to each of the Directors at least five (5) calendar days in advance of the Decembermeeting.
- B. The Board of Directors shall review the proposed Annual Budget and direct the Executive Director to make such modifications as the Board deems proper and advisable.

5.8. Establishment of Fees, Annual Service Fees and Cost-Sharing.

Subject toapplicable subsections of this Article, the Board of Directors, in its sole discretion and by a unanimous vote, shall annually establish one or more levels of Annual Service Fees payable by each Participating Agency and any Non-Members. Subject to compliance with the Annual Cost Allocation Formulas of this Article, the Annual Service Fees shall be based on a formula(s) that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies, and one or more other levels of Annual Service Fees and additional other charges payable bythe Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the WC3 pursuant to a service agreement.

- A. <u>Cost-Sharing.</u> Upon approval of the Annual Budget, the Board of Directors, in its discretion, shall have the authority to fix cost-sharing charges for all Participating Agencies and Non-Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term capital costs and long-term operating costs and any other activities of the WC3 will be cost-shared by the Participating Agencies, based on one or more formulas as set forth in this Agreement or as determined by the Board of Directors, with input from the Executive Director, any WC3-retained consultant and/orWC3's auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.
- B. <u>Supplemental Fees.</u> If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the WC3's matching portion of a grant) of the WC3, all

- Participating Agencies and Non-Members shall be obligated to timely pay any supplemental fees assessed by the WC3 as determined by the Board of Directors.
- Additional Costs. Whenever a Participating Agency or a Non-Member relocates its C. communication equipment and/or the communication equipment of the WC3 to another location, and/or adds additional communication equipment to the Participating Agency's or Non-Member's communication system, thereby increasing the WC3's responsibilities. obligations or costs, any and all additional costs incurred by the WC3 as a result of the aforesaid relocation of communication equipment to the Participating Agency's or Non-Member's communication system, including, but not limited to, any costs to install communication lines, shall be paid solely by that Participating Agency or Non-Member. No Participating Agency or Non-Member of the WC3 shall relocate the equipment or property of the WC3, or by any means increase the WC3's annual capital costs or annual operational costs or long-term capital costs or long-term operating costs or such other responsibilities, obligations and/or costs, including, but not limited to, costs to be incurred by the WC3 for the purchase of new or additional equipment or technology. without first obtaining authorization from the WC3's Board of Directors to relocate the WC3's equipment and property and/or increase the WC3's capital or operating costs, responsibilities or obligations. Any new equipment or additional equipment or technology and/or property acquired in accordance with this Agreement shall become the equipment/property of the WC3, notwithstanding the fact that the existing Participating Agency or a Non-Member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Board of Directors, the WC3 shall pay the costs of maintaining the equipment/property once it is purchased and installed.
- D. Payment Due Date; Billing. The payment of Annual Service Fees shall be paid to the WC3 on a periodic basis (monthly, quarterly, bi-annually or annually) as determined by the Board of Directors upon recommendation of the Executive Director. Payment terms for the Annual Service Fees of each Non-Member, and any other fees and costs, shall be determined by the Board of Directors. The Executive Director will be responsible for issuing billing statements to all members and Non-Members in advance of the payment due dates. In the event the number of Participating Agencies changes, or in the event WC3 provides Services to other entities (e.g., Non-Members) on a fee-for-service basispursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3's Annual Operating Costs and Annual Capital Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a unanimous vote.
- E. Payment of Fees. Continued membership in the WC3 shall be contingent upon the payment by each Participating Agency of its established, mandatory Annual Service Fees and any additional fees and charges that may be established by the Board of Directors. Each Participating Agency and Non-Member shall take all required actions to authorize the timely payment of its Annual Service Fees and other required fees, including any assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet its shared cost obligations under this Agreement, any addendum or service agreement.
- F. <u>Delinquent Account</u>: Payment.Any Participating Agency or Non-Member whose

allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

- G. Delinquent Account: Voting and Participation. Any Participating Agency who is delinquent in paying any uncontested Annual Service Fees and other required fees shall not be entitled to further voting privileges on the Board of Directors, nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Agency is also subject to the removal provisions set forth in Article VIII (Personnel Matters) below.
- H. Expenses per the Annual Budget. After adoption of the Annual Budget by the Board of Directors, the Executive Director shall make expenditures in accordance with such Budget, subject to the provisions of this Agreement and any approved fiscal and investment policies.

5.9. Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds.

In order to spend its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the Chair of the Board or the Executive Director, or his / her designee, shall submit itemized reimbursement requests to the WC3 JETSB and the Treasurer, on a periodic basis, that identify the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance, upgrades and staffing needs of the WC3, the WC3 PSAPS or the WC3 JETSB. Each reimbursement request shall contain a signed certification by the Chair of the Board or the Executive Director, or his / her designee, that states: "On behalf of the WC3 Board of Directors, or the WC3 PSAPSor the WC3 JETSB, I certify that the below requested dollar amount of ETSB surcharge funds, grant funds and other allocated revenues shall be spent on eligible expenses to assist with the continued operations, maintenance, upgrades and staffing needs of the WC3, WC3 PSAPS or the WC3 JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the "Act"), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code § 725.200(i)) or any other applicable federal or State law."

- 5.9.1. The WC3 JETSB shall approve the payment of any ETSB surcharge funds, grant funds and other allocated revenues as requested by the Chair of the Board or the Executive Director, or his / her designee, by a resolution adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.
- 5.9.2. No Participating Agency or PSAP shall be entitled to receive or retain surcharge funds, grant funds and other allocated revenues that exceed its allocation of ETSB surcharge funds, grant funds and other allocated revenues or to receive such funds for a reason that is inconsistent with the terms of this Agreement.

- **5.9.3.** The WC3 JETSB shall maintain at least the following four (4) bank accounts for itself or as otherwise directed by applicable federal or State law: (1)Emergency Telephone System Fund; (2) Wireless Service Emergency Fund; (3) ETSB / Other Source Grant Fund; and (4) Reserve Fund.
- 5.9.4. If a new member joins the WC3 JETSB, a re-calculation of the applicable cost-sharing formulas in this Article shall be performed to adjust the allocations to account for adding the new member. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the WC3 JETSB.
- 5.9.5. Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Agencywill be paid to the WC3 JETSB based on the passage of one or more resolutions by the WC3 JETSB authorizing the release of funds. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.
- 5.9.6. In the event the number of Participating Agencies changes, or in the event WC3 JETSB provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Agency's percentage share of WC3 JETSB'S Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by aunanimous vote of the total number of Board members.

5.10. Treasurer.

A. Upon approval by the Board of Directors, the treasurer, the chief financial officer, the finance director or any of their functional equivalents of Brookfield, North Riverside or Riversideshallserve as the treasurer of WC3 for a three (3) year term ("Treasurer"). The Treasurer shall have novoting authority on matters regarding the WC3 and shall receive no additional salary or compensation for Services provided to the WC3, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Agency that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.

B. <u>Duties. The Treasurer shall:</u>

- (1) Be the custodian of all WC3 funds.
- (2) Provideon-going counseling to the Board of Directors, the Executive Director and the Operating Board in matters of fiscal policy and fiscal administration of the WC3.
- (3) Makerecommendationsoninvestment policies and practicestotheBoardofDirectors and the Executive Director.
- (4) Act as one of the required signatoriesofallofthe WC3'sbankaccounts, checksandinvestmentinstruments.
- (5) Provide abondintheamountof\$250,000forthefaithfuldischargeoftheduties oftheposition of Treasurer, with such surety or sureties as the Board of Directors shall determine. The WC3 shall pay the bond premium.
- (6) Assist the Executive Director with the preparation of the Annual Budget, and the operating and capital budgets and financial reports.
- (7) Maintain required financial management system.
- (8) Process required financial transactions.

- (9) Assist the Executive Director with the preparation and handling of requests for proposals for financial consultants and provide recommendations to the BoardofDirectors and the Executive Director for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the WC3.
- C. <u>Financial Reports and Warrant List.</u> The Treasurer shall provide to the Board of Directors, the Operating Board and the Executive Director a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board of Directors. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board of Directors.
- D. <u>Financial Operations.</u> All other necessary financial operations, including but not limited to accounting, accounts payable, and payroll, shall be either outsourced to a third party contractor or handled by a designated WC3 employee or Member as approved by the Board of Directors, with input by the Treasurer and the Executive Director.
- E. Funds on Deposit. All monies received by WC3 shall be deposited into one or more bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate budget amendment, and shall be authorized by the Board or the Executive Director consistent with his/her limited spending authority. All monies received by WC3 pursuant to a surcharge imposed by the Participating Agencies under any federal or State law shall be deposited and expended in accordance with applicable federal or State law. All monies received by WC3 pursuant to a surcharge imposed underSection 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) shall be deposited into a separate interest-bearing Emergency Telephone System Fund account at a bank designated by the Board. All monies received by WC3 pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) shall be deposited into a separate interest-bearing Wireless Service Emergency Fund account at a bank designated by the Board. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund or the Wireless Service Emergency Fund, except upon direction of the Board. All expenditures from the Emergency Telephone System Fund shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Wireless Service Emergency Fund shall only be made to pay for the costs permitted by the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.).All monies received by WC3 pursuant to any surcharge (or similar revenue stream authorized by law) collected by the WC3 under applicable federal or State law shall be retained and spent in accordance with applicable federal or State law, as amended. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

5.10. Donated Personal Property and Services.

Any Participating Agency may make a donation of personal property or services to WC3. However, if the Board of Directors, in its sole discretion, accepts said donation, the donating Participating Agency shall not receive or be entitled to receive any credit or reimbursement of any kind from the WC3, including any

credit or reimbursement for any amounts it owes under Section 5.5. (Capital Equipment Fund) of this Agreement.

5.11. Allocation of Costs and Responsibilities for WC3 Equipment and Property and Participating Agency Equipment and Property.

The respective Participating Agencies agree to convey title and WC3 agrees to assume ownership and responsibility for acquiring and maintaining certain equipment and personal property that will be used directly or indirectly in the operation of the System. The WC3 shall assume ownership and responsibility for acquiring and maintaining such equipment and personal property at the time that the Participating Agency makes any equipment or personal property available for use by the WC3. One or more bills of sale executed by the Participating Agency and WC3 shall be used to confirm the conveyance of ownership of all such equipment and personal property referenced above.

5.12. Credit for Surcharge Payments.

- A. Emergency Telephone System Fund. Subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2016/2017ETSB budgets, each Participating Agency shall be obligated toforward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act, 50 ILCS 750/1 et seq. ("Surcharge Funds") to WC3 for use by WC3 for allowable purposes under the Emergency Telephone System Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the depositof its Surcharge Funds into WC3's Emergency Telephone System Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating Agency. All expenditures of Surcharge Funds deposited into WC3's Emergency Telephone System Fund shall be used in compliance with Subsection 15.4(c) of the Emergency Telephone System Act, as amended, or other applicable laws. Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Emergency Telephone System Act and the Participating Agency's ordinances. The term "Surcharge Funds" includesall monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Emergency Telephone System Act.
- B. Wireless Service Emergency Fund. Subject to each Participating Agency using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their current 2016/2017ETSB budgets, each Participating Agency shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) (collectively "Wireless Surcharge Funds") to WC3 for use by WC3 for allowable purposes under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the depositof its Wireless Surcharge Funds into WC3's Wireless Emergency Telephone System Fund or its Prepaid Wireless 9-1-1 Surcharge Fundand such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating

Agency. All expenditures of Wireless Surcharge Funds deposited into WC3's Wireless Emergency Telephone System Fund and the Prepaid Wireless 9-1-1 Surcharge Fund shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Agency's ordinances. The term "Wireless Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State lawthat are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

C. Authorization to Spend Surcharge Funds and Wireless Surcharge Funds. Until the JETSB is formally certified by the ICC or the Illinois Department of State Police, each Participating Agency's local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Agencies, as required by the Emergency Telephone System Act. Once certified, the JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Agency in accordance with the applicable laws noted above in this Section 5.12, and shall expend each Participating Agency's local ETSB funds on behalf of each Participating Agency consistent with the budgeted items or obligations that exist in their respective current 2016/2017 ETSB budgets. Subject to Subsection 5.12(A and B) above, the balance of such funds shall be paid over to the WC3's Emergency Telephone System Fundand WC3's Wireless Emergency Telephone System Fund for use by the WC3 for allowable purposes under applicable laws.

5.13. Audits.

The Board shall cause an annual audit of the financial affairs of WC3 to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities and in accordance with the Illinois Government Account Audit Act (50 ILCS 310/1 et seq.). The Treasurer shall ensure that the WC3 complies with annual audit filing requirements of the Illinois State Comptroller's Office and any other federal or State audit filing requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Participating Agency within thirty (30) calendar days of receipt by the WC3.

5.14. Fiscal Policies.

The Board of Directors may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures without amending this Agreement.

5.15. Procurement Policy.

Purchases and/or letting contracts shall be done in accordance with this Agreement, applicable federal and State law, and any procurement policy and guidelines adopted by the Board of Directors.

5.16. AuthorizedSignatories.

The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the WC3 maintains accounts: (1) Chair of the Board of Directors; (2) Vice-Chair of the Board of Directors; (3) Executive Director; and (4) Treasurer. There shall be a "two signatory requirement" policy for authorizing any transfer and withdrawal of WC3 funds or executing any checks or other instruments that draw WC3 funds out of any bank, title or trust companies, depositories or other financial institution at which the WC3 maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals.

5.17. Contract Signatories.

The Board of Directors may authorize, by motion, resolution or ordinance, and approved at a public meeting, any officer or agent, other than the Chair and Vice-Chair, to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the WC3. Such authority may be general or confined to specific Board-approved instances.

5.18. Loans.

No loans shall be procured on behalf of the WC3 and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

5.19. Termination of Operation of Local Emergency Telephone System Board by Participating Agencies.

In accordance with 50 ILCS 750/15.4(e),as a condition of approval of and participation under this Agreement, each Participating Agency shall no longer continue to operate its local ETSB and shall adopt an ordinance that provides for the termination of its local ETSB, effective only upon the creation of the WC3 and the regulatory approval of the WC3 and WC3's JETSBby the ICC or the 9-1-1 Administrator.

ARTICLE VI OPERATING BOARD AND JETSB

6.0. Composition - Operating Board.

There is established an Operating Board of the WC3, which shall be organized and consist of the following voting representatives: (i) one (1) representative from the police department of each Participating Agency; and (ii) one (1) representative from the fire department of each Participating Agency. The representatives from each fire department and each police department of each Participating Agency shall not have a defined term, but may be replaced by the corporate authorities of the respective Participating Agency in accordance with applicable state law (See, 50 ILCS 750/4). Each Participating Agency (through its corporate authorities) shall designate its police department and fire department representatives, and one (1) set of alternate representatives, in a written communication from the Village Manager, and forward said communication to the Board of Directors and the Executive Director. The designated public safety representatives and alternate representatives shall continue to serve until a

replacement(s) is designated in the manner provided for above. The Operating Board shall meet on a monthly basis, or more frequently, if necessary.

One (1) member of the Operating Board shall be appointed by the remainder of the Operating Board to serve a two (2) year term as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first and second years*)
2nd Chair appointment (third and fourth years)
3rd Chair appointment (fifth and sixth years)
4th Chair appointment (seventh and eighth years)

Brookfield
Riverside
Brookfield (or a new Participating Agency)

A Vice-Chair of the Operating Board shall be appointed from its members only for meetings at which the Chair is unable to serve.

*The initial term of the Chair shall include the first partial fiscal year of operation and then two (2) full fiscal years thereafter. If a representative(s) of a Participating Agency declines to serve as Chair, then the representative(s) of the next Participating Agency in the above rotation shall serve in that capacity for the balance of the term. Representatives from the same Participating Agency shall not serve at the same time as Chair of the Board of Directors and Chair of the Operating Board, and the Operating Board shall make the necessary appointment(s) to maintain the separation and alternating terms among the Participating Agency as provided for above.

If another Participating Agency joins WC3, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list have served as Chair at least one time. When one of the representatives of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list.

6.0.1. Composition – Joint Emergency Telephone System Board. The members of the Operating Board shall also serve asmembers of WC3's Joint Emergency Telephone System Board ("JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 et seq.). The JETSB shall be organized and governed as set forth in below in Subsections 5.1 through 5.4. The statutory powers and duties of the JETSB are set forth in the Emergency Telephone System Act (50 ILCS 750/1 et seq.). The JETSB shall comply with applicable laws and the WC3 procurement policy in regard to its expenditures of the Surcharge Funds and any other funds that are within its statutory jurisdiction. The Operating Board shall appoint one (1) public member to the JETSB, who shall meet the eligibility criteria of the Emergency Telephone System Act (50 ILCS 750/4) (as of the effective date of this Agreement: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the WC3). The public member: (a) shall be appointed for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; (c) may be an employee of any of the Participating Agencies; and (d) shall not be an employee of the same Participating Agency as either of the members of the Board of Directors who are then serving on the Operating Board.

6.1. Chair, Vice-Chair and Secretary.

Subject to the limitation on the initial term of the initial Chair as set forth above in Section 6.0, the Operating Board shall, at its initial meeting and thereafter at its annual meetings on a two (2) year

rotation, appoint one of its members to serve as the Chair, whose term shall run until a successor is appointed. The Chair shall preside over all meetings of the Operating Board. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. The Executive Director, or his/her designee, shall serve as Secretary to the Operating Board and shall:

- A. Take and keep the minutes of the meetings in a binder provided for that purpose;
- B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law;
- C. Be custodian of the records of the Operating Board and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned;
- D. Serve as one of the designated Freedom of Information Officers for WC3; and
- E. Perform the above duties in accordance with the OMA.

In the absence of the Secretary, the Operating Board shall designate a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

6.2. Duties of the Chair:

- a. The Chair shall:
 - Oversee all business and affairs of the WC3 and preside over the meetings of the Board.
 - Execute any documents as authorized by the Board.
 - iii. Perform all duties incidental to the office of the Chair, and those that may be prescribed by the Board.
 - iv. From time to time, call for the creation of such committees and subcommittees as may be needed to assist the Boardwith its duties and appoint members of the Board or other representatives of the Members to serve on each committee or subcommittee as members or liaisons.
 - v. Serve as a liaison between the Board and the Executive Director.
 - vi. Recommend to the Board the annual salary and employment benefits of the Executive Director.
 - vii. Meet with the Executive Director and the Vice-Chair to deliver an annual performance evaluation and report of the Executive Director as prepared by the Board. The Chair shall report on the outcome of the annual performance evaluation to the Board at the next available meeting.
 - viii. Perform the duties of the Executive Director per Article VII (Executive Director) below, whenever the Executive Director position is not filled.

6.3. Meetings of the Operating Board.

- A. The Operating Board shall establish dates, times and a location for regularmeetings. Other business may also be considered at the annual meeting. The Operating Board shall meet on a monthly basis or shall meet as often as deemed necessary.
- B. Special meetings of the Operating Board may be called by the Chair, by the Executive Director or by two-thirds (2/3rds) of a quorum of its members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.
- C. To the extent not contrary to this Agreement, Robert's Rules of Order shall govern the conduct of all meetings of the Operating Board until the Operating Board establishes its own rules of proceeding.
- D. No Operating Board member shall receive any compensation for serving as an Operating Board member, except that he/she may be reimbursed for actual necessary and documented business expenses incurred as part of serving on the Operating Board.

6.4. Quorum.

A quorum for holding a meeting of the Operating Board shall consist of a majority of Operating Board members.

6.4. Voting Requirements.

Except as otherwise provided for in this Agreement, a unanimousof the Operating Board shall be necessary for the Operating Board to act. Each Operating Board member shall have one (1) vote. No written or oral proxy votes or absentee voting shall be permitted, except that an absent member may vote on matters while in compliance with the electronic participation rules set forth in Section 2.5, above. If any Operating Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Operating Board, then the Participating Agency shall inform the Board and the Operating Board of this fact and designate an otherwise qualified representative to serve on the Operating Board until a successor is duly appointed and qualified.

6.5. Powers and Duties of the Operating Board.

The Operating Board shall make recommendations to the Executive Director and the Board concerning the establishment and operation of the joint emergency dispatch and communications center(s) serving each of the Participating Agencies. The Operating Board shall review, consider and make recommendations to the Executive Director and the Board on matters which include but are not necessarily limited to:

A. The planning and establishment of a joint "9-1-1 Dispatch System" serving the Participating Agencies;

- B. The implementation, upgrading and maintenance of the System and the establishment of equipment specifications and coding systems;
- C. The planning and establishment of a joint Public Works Communications System serving the Participating Agencies, including provisions for call outs and the receipt and communication of public works alarms;
- D. The establishment of standard operating practices and procedures for the System, including identifying and handling of local services that may be unique to one or more Participating Agencies;
- E. The purchase or lease or use of facilities for the Services to be provided under this Agreement;
- F. Establishment of employment policies and staffing requirements:
- G. The purchase of equipment, software, hardware and other business-related technology in accordance with the Annual Budget;
- H. Establishment of an Annual Operating Budget and Capital Budget for the implementation and operation of the System, and five-year projections of capital equipment needs and anticipated costs and Operating Costs;
- I. Contracts with other entities, organizations or units of government for use of WC3 facilities, equipment and Services and appropriate rules and charges therefore;
- J. Reallocation of budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, with prior consideration of recommendations from the Board of Directors and the Executive Director:
- K. Prepare recommendations to the Board of Directors regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, and the Recapture Fee (based on information provided by the Executive Director, any WC3-retained consultant and/or WC3's auditor);
- L. Determine adjustments in any Capital Budget or Operating Budget that is attached to this Agreement or has otherwise been approved by the Board as well as any adjustments to contributions resulting from any changes in the Capital Budget or Operating Budget;
- M. Determine any revisions in the data used or the methodology for calculating each Participating Agency's share of WC3's Annual Operating Costs when authorized by the terms of this Agreement by a unanimous vote of the Board; and
- N. All recommendations of the Operating Board must be approved by the Board before being implemented.

The Operating Board shall have authority to approve contracts or enter into agreements for the following activities:

- A. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code, including any future amendments to said statute. Public notice and competitive bids shall not be required for any contract which any one party to this Agreement could by law enter into without public notice and competitive bid, relative to matters contained in the Annual Budget.
- B. Approval and payment of a monthly warrant list including all bills, invoices and statements that relate to budgeted expenses.
- C. Approval of the use of the Surcharge Funds and Wireless Surcharge Funds, and other funds received by the WC3 as allowed by applicable law, in accordance with the Annual Budget and applicable law,including the authorized expenditures set forth in Section 35 of the Emergency Telephone System Act (50 ILCS 750/35), as amended.

ARTICLE VII EXECUTIVE DIRECTOR

7.0. Creation of Position.

The Board shall hire a full-time Executive Director to serve as the administrative head of WC3. The Executive Director shall be responsible for the day-to-day operations of WC3 and shall report directly to the Board and the Operating Board.

7.1. Executive Director's Duties.

Subject to the policies established by the Board, and within the limits fixed by an approved Annual Budget, the Executive Director shall oversee and direct the daily operating affairs of WC3. The Executive Director's duties shall also include:

- A. To enforce, to administer and to make operative the policies and directives of WC3 as established by the Board and the Operating Board;
- B. Attendance at all meetings of the Board and all meetings of the Operating Board and to report at the meetings, as needed, and to serve as Secretary to those Boards;
- C. Preparation for review by the Board of Directors and the Operating Board of draft Annual Budgets and annual projections of revenue, capital equipment needs and anticipated operating costs for the next five (5) years, including recommendations in regard to the annual Capital Budget, the annual Operating Budget, and funding levels for the Capital Equipment Fund and the Reserve Fund, and the use of the Surcharge Funds, the Wireless Surcharge Funds and other WC3 revenues ("Five Year Revenue and Expense Plan");
- D. Prepare annual recommendations, including financial calculations, for review by the Board of Directors and the Operating Board regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital

Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, the Recapture Fee (based on information provided by the Executive Director, any WC3-retained consultant and/orWC3's auditor) and the use of Surcharge Funds and Wireless Surcharge Funds, and other WC3 revenues;

- E. Timely submission of invoices to the Participating Agencies setting forth the payments due;
- F. Monitoring WC3's budget and the submission of regular reports to the Board and the Operating Board comparing actual expenditures with budgeted expenditures;
- G. Making recommendations to the Board concerning the implementation, operation and staffing levels of WC3, including on-going training of employees, and then implement the directives;
- H. To hire, evaluate, promote, demote, discipline and/or terminate employees of WC3 in accordance with the policies and procedures of the WC3 and any governing labor contracts and applicable laws;
- I. Receive and consider input from the Board and the Operating Board concerning the implementation and operations of WC3 and act on such input as deemed appropriate;
- J. Implement the direction and policies approved by the Board of Directors, including the coordinating and supervision of the implementation, and upgrading and maintenance of the System serving the Participating Agencies;
- K. Assist the Operating Board in the establishment of standard operating practices and procedures and training protocols for the System and WC3's employees;
- L. Serve as one of the designated Freedom of Information Officers for WC3;
- M. For day-to-day issues and questions, the Executive Director shall consult with the Chair of the Operating Board;
- N. Decide any disputes that may arise under this Agreement pursuant to Section 11.4. (Dispute Resolution; Negotiation) below; and
- O. Perform all duties of the Executive Director, as assigned, and any other duties and assignments as directed by the Board and the Operating Board.

7.2. Expenditure of Funds.

The Executive Director, or his/her designee, shall have the authority to:

A. Expend funds on behalf of WC3 to purchase budgeted services, equipment and supplies in an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00).

- B. In the event of an emergency that jeopardizes WC3's continued ability to operate, the Executive Director shall have the authority to expend an amountnot to exceed Ten Thousand and No/100 Dollars (\$10,000.00), regardless of whether the expense has been budgeted, after first giving notice to the Chair of the Board and the Chair of the Operating Board.
- C. Transfer funds in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) within line items of the annual budget in order to meet unanticipated or emergency needs of the WC3. Such transfers shall be reported to the Board of Directors and the Treasurer in the Executive Director's next monthly report and shall be included in any budget amendments prepared by the Treasurer and approved by the Board of Directors at least on an annual basis.

7.3. Executive Director's Offices.

The Executive Director's offices shall be in the same facility as the WC3 Dispatch Center.

ARTICLE VIII PERSONNEL MATTERS

8.0. WC3 Personnel.

The Board shall determine the number and job descriptions of persons employed by WC3, as recommended by the Executive Director. All employees shall solely be employees of WC3 and not employees of any Participating Agency. WC3 shall provide wages, health insurance benefits and such other employment benefits to its employeesas deemed advisable by the Board. The Board shall apply to the Illinois Municipal Retirement Fund to request that the employees become members of and receive the benefits provided by said Fund. WC3 and each of the Participating Agencies are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

- 8.1. Financial and Human Resources Operation Services. All other necessary financial operations beyond those performed by the Treasurer, including but not limited to accounting, accounts payable and payroll, and limited human resource support activities (e.g., employee benefits matters, employee assistance program, employee manual) shall be performed by the Finance Department of the Village of Riverside pursuant to a reimbursement agreement entered into by the WC3 and the Village of Riverside, or outsourced to a third party contractor. The Village of Riverside agrees to handle all basic responsibilities, duties, filings, postings and record-keeping related to human resource and personnel matters for the WC3.
 - A. Initial 12 Month Fee for Financial and Human Resources Operation Services: The Board shall reimburse the Village of Riversideon a periodic basis (monthly or quarterly as requested by Riverside) based on actual, documented hours of work and tasks completed for the performance of the Financial and Human Resources Operation Services at an hourly rate equal to the current annual salary of the Treasurer or other Village personnel performing the Financial and Human Resources Operation

Services. This fee arrangement may be reviewed at any time and may be terminated by a two-thirds (2/3rds) vote of the Board of Directors in favor of another arrangement acceptable to all of the Participating Agencies, or it may be adjusted by mutual agreement of the Board of Directors and the Village of Riverside. After the initial twelve (12) month period, the fee arrangement may also be extended for one or more fiscal years on mutually agreeable economic terms by agreement of the Board of Directors and the Village of Riverside.

8.2. Illinois Municipal Retirement Fund (IMRF).

- A. WC3. The Board of Directors and the Executive Director shall take the necessary actions to have WC3 apply to become a member of the Illinois Municipal Retirement Fund ("IMRF"), including the performance of a costs study as required by IMRF and the adoption of a "Resolution for Participation in IMRF" (IMRF Form 1.12) and appoint an authorized agent, who shall be the Executive Director.
- B. Initial Participating Agencies. At the same public meeting that each Participating Agency approves this Agreement, each of the Participating Agencies shall also take all corporate action necessary to authorize and facilitate the transfer of existing dispatch employees employed by the Participating Agency to being employees of WC3 for purposes of remaining within the IMRF.
- C. IMRF Obligations. If this Agreement is terminated by all Parties, the Participating Agencies shall be responsible for any continuing IMRF employer obligations, as required by law, during the wind-down phase of WC3. The cost of any continuing IMRF employer obligations shall be allocated per an agreed to costs sharing formula as determined by the Board. If any Participating Agency discontinues being a member of WC3 for any reason, that former Participating Agency shall be obligated to pay its share of the continuing IMRF employer obligations for the time period of its membership.

8.3. Provision of Group Health Insurance and Group Life Insurance Benefits.

The Board of Directors and the Executive Director will take necessary actions to have the WC3 obtain group health insurance and group life insurance benefits from health insurance company and a life insurance company that are licensed to do business in the State of Illinois for the benefit of its employees, and, if applicable, their spouses and dependents. The WC3 reserves the right to enter into one or more intergovernmental agreements with any of the Participating Agencies or any other unit of local government for the purpose of allowing its employees, and, if applicable, their spouses and dependents, to (a) be covered under group health insurance and group life insurance benefit policies provided for by the Participating Agency or other unit of local government; or (b) to participate in a health insurance cooperative for purposes of obtaining group health insurance and group life insurance benefits. Support for such an intergovernmental health insurance cooperative arrangement is based on the following factors of the Initial Participating Agencies: (a) they are similarly constituted and operated non home rule units of local government; (b) they are taxing bodies located in Cook County, Illinois; (c) they share the common objective of delivering high quality 9-1-1 dispatch services through consolidation of resources and personnel; and (d) all of their employees are currently covered under the same health insurance benefits plan provider.

8.4.Information Technology (IT) and Specialty Services.

WC3's System must be operational and functional on a 24/7 basis and, therefore, the Board, the Operating Board and the Executive Director agree to cooperate in the retention and/or employment of competently trained and skilled employees and/oroutside consultants who have expertise in information technology (IT) and specialty services to manage, maintain, repair and replace all of the WC3's communications and data delivery equipment, computers, phones, software, hardware and any other related components of the System.

8.5.Labor Contract Matters. The WC3 will engage in collective bargaining in advance of the expiration of current collective bargaining agreements governing the employment of the current dispatchers of the Participating Agencies to arrange for the transition from multiple PSAPS to the WC3 PSAP. A negotiating team, including the WC3's legal counsel, will represent the interests of the WC3 in the collective bargaining negotiations. The Board, in its discretion, will determine the members of the negotiating team. The Participating Agencies of the WC3 shall share equally the cost of fees associated with the legal representation during the collective bargaining process.

8.6. Resignation and Removal for Non-Attendance or Non-Cooperation.

- Attendance. Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or Operating Board) who is absent from the regular meetings of such Board, Committee or subcommittee for three (3) consecutive regular meetings of such Board, Committee or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to a twothirds (2/3rds) of the Board, Committee or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board of Directors. In addition, any member of the Board of Directors, Operating Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board of Directors shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, two-thirds (2/3rds) of the Board of Directors in attendance votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.
- B. Non-Performance or Non-Cooperation. Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or the Operating Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board of Directors or the Operating Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to a two-thirds (2/3rds) of the Board, Operating Board or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) days written notice

of the date, time and location of the hearing before the Board of Directors shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, two-thirds (2/3rds) of the Board of Directors votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.

ARTICLE IX INSURANCE

9.0. Required Insurance Coverage.

Upon approval of this Agreement, the Executive Director shall prepare and file an application on behalf of WC3 for membership to the Intergovernmental Risk Management Agency ("IRMA") or such other self-insured risk management association or prepare and file an application for insurance coverage with commercial insurers as directed by the Board of Directors.

The Board shall procure and maintain insurance, during the term of this Agreement, as usually held by public entities that operate dispatch centers.WC3's liability insurance shall cover all appointed or designated representatives (e.g., the treasurer, the chief financial officer, the finance director, fire chief, police chief, IT staff), liaisons, executive directors, officers, committee members, employees, volunteers and agents of WC3, the members of WC3's Board of Directors and the Operating Board in connection with any alleged acts or omissions in connection with their lawful activities on behalf of WC3. The Participating Agencies, and their appointed and elected officials, employees, agents, representatives and volunteers, shall be named as additional insureds on all liability coverages maintained by WC3. The Board, in its discretion, may choose to procure and maintain any other coverages deemed advisable by the Board, in whole or in part, through WC3's participation in an intergovernmental self-insured risk pool or the commercial market, including but not limited to:

- A. Package Insurance Policy: Building, Fire and Casualty Insurance (Based on construction/reconstruction/replacement costs) including a list of facility locations and values with receivers/antennas/radio equipment, special form blanket coverage recommended.
- B. Contents (Furniture/Fixtures/Equipment Replacement), Equipment Breakdown coverage.
- C. Business Income and Extra Expense: with a limit at or greater than 50% of annual revenue.
- D. Portable Equipment (Tools/Equipment that are mainly used off premises).
- E. Crime Coverage \$250,000 minimum including computer fraud/funds transfer and forgery/alteration with "faithful performance" included.
- F. General Liability (\$1,000,000 minimum per occurrence, \$2,000,000 Aggregate minimum).
- G. Employment Related Practices Liability Insurance (EPLI) \$1,000,000 minimum, claims made coverage with prior acts included.
- H. Cyber Liability \$1,000,000 minimum limit, Cyber Extortion (Ransom) coverage.
- I. Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance (Dispatch Error): (\$1,000,000 per occurrence minimum/claims

- made coverage with prior acts included) (Umbrella coverage should provide additional coverage limits).
- J. Automobile Insurance: Physical Damage Coverage for owned vehicles with respective values; and Liability Coverage: \$1,000,000 Combined Single Limit including Uninsured/Underinsured Motorist Coverage. If no "owned" vehicles, then \$1,000,000 Hired and Non-Owned Policy.
- K. Workers Compensation: Statutory limits.
- L. Umbrella/Excess Liability: \$10,000,000 minimum coverage limits. Follow form coverage to provide excess coverage over General Liability, Automobile Insurance, Directors/Officers and EPLL.

9.1. Notification of Participating Agencies' Insurers; WC3'S Additional Insured Status.

As a condition of membership, each Participating Agency shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms participation by the Participating Agency in all aspects of the WC3(and the WC3 JETSB) and all of the officials, officers, employees, agents, representatives and volunteers of each Participating Agency who perform services, directly or indirectly, for the WC3 (and the WC3 JETSB), including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be covered by the insurance policies that are in effect and cover the Participating Agency. The certificates of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as "West Central Consolidated Communications" and the "West Central Consolidated CommunicationsJoint Emergency Telephone System Board" (and all of the WC3'S officials, officers, employees, agents, representatives and volunteers) are additional insureds of the Participating Agency. Copies of the certificates of insurance and endorsements for each Participating Agency shall be delivered to the Chair of the Board at the same time an executed copy of this Agreement is delivered.

9.2. WC3's Insurance; Participating Agency's Additional Insured Status.

The WC3 shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms that each Participating Agency of the WC3 (and the WC3 JETSB) and all of the officials, officers, employees, agents, representatives and volunteers of each Participating Agency who perform services, directly or indirectly, for the WC3 (and the WC3 JETSB), including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be listed as additional insureds under the insurance policies that are in effect and cover the WC3 (and the WC3 JETSB).

9.3 Primary Coverage.

For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Agencies shall be secondary to the insurance coverages maintained by the WC3, for itself and its appointed officials, employees, agents, representativesand volunteers. Any insurance or self-insurance maintained by the WC3, for itself and its appointed officials, employees, agents, representativesand volunteers, shall be the first level of insurance coverage and the Participating Agencies' insurance coverages shall be in excess of the WC3'sinsurance coverages and will not contribute with such insurance coverages. Once the maximum level of insurance coverage maintained by the WC3 is exhausted, each of the Participating Agencies' insurance coverages will take effect on an equal-share basis (e.g., four (4) Participating Agencies will each be responsible for one-fourth of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney's fees and costs and plaintiff attorney's fees and costs).

9.4 The Village of North Riverside Ownership Interest in WC3 PSAP.

The Village of North Riverside, as the owner of the WC3 PSAP, shall be solely responsible for maintaining all necessary types of building, fire and casualty property and liability insurance and other types of insurance to cover the actual building and other improvements that comprise the WC3 PSAP that are not covered by the WC3's insurance. If there is a conflict in priority of insurance coverage, the WC3's insurance shall be primary to the Village of North Riverside's insurance coverages, as the WC3 is a tenant of the Village of North Riverside.

9.5. Reporting.

In the event of a claim, demand, lawsuit or other action filed against any Participating Agency or the WC3 or the WC3 JETSB and/or its officials, employees, agents, representativesand volunteers, the Participating Agency or the WC3 shall notify, in writing, each of the Participating Agencies so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a Participating Agency shall not affect coverage and the indemnification and defense obligations provided to the WC3 or the WC3 JETSB and/or its officials, employees, agents, representatives and volunteers.

9.6. Severability of Interests/Cross Liability.

The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's ability.

9.7. All Coverage.

Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) days prior written notice to the Chair of the Board of the WC3 by certified mail, return receipt requested.

9.8. Acceptability of Insurers.

Insurance is to be placed with insurers with a Best's rating of no less than A- and licensed to do business in the State of Illinois.

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ARTICLE X ADDITIONAL MEMBERS

10.0. Eligibility.

All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join WC3, as provided herein.

10.1. Approval of New Members.

Upon approval as required herein, a new member shall have those rights and obligations as set forth inan addendum to this Agreement that contains the terms and conditions of membership as agreed to by the Board of Directors and the new member. Approval of a new member shall be contingent upon each of the following:

- A. Approval and execution of an addendum to this Agreement;
- B. Delivery to WC3 of a certified copy of a duly enacted resolution in proper form authorizing and directing execution of an addendum to this Agreement, and further agreeing to be bound by this Agreement and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of WC3;
- C. Payment to WC3 of a "non-refundable Capital and Operating Participation Fee" that relates to a portion of the Capital Costs incurred in the establishment of WC3 and a portion of the ongoing Operating Costs of WC3 that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board based on information provided by the Executive Director, any WC3-retained consultant and/orWC3's auditor. The use of any additional Capital Costs received from a new member shall be determined by the Board with input from the Executive Director, any WC3-retained consultant and/orWC3's auditor;
- D. Timely payment of all fees, costs and financial obligations required by this Agreement, an addendum or as determined by the Board;
- E. The Board's determination that WC3 can adequately serve the new member without diminishing the ability of WC3 to continue to serve the other Participating Agencies; and
- F. Approval by a unanimous vote of the Board.

ARTICLE XI WITHDRAWAL, TERMINATION AND DISSOLUTION

11.0. Voluntary Withdrawal.

An Initial Participating Agency may, at any time after sixty (60) consecutive monthsafter the Effective Date of this Agreement, give written notice of its intent to withdraw from WC3, subject to the below conditions in this Section. All other Participating Agencies may, at any time after twenty-four (24) consecutive months after joining WC3, give written notice of its intent to withdraw from WC3, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

A. Withdrawal shall not take effect for twenty-four (24) consecutive months from the date of such notification.

- B. Upon withdrawal, the withdrawing member shall continue to be responsible for:
 - (1) Its share of all WC3 fees and costs through the effective date of its withdrawal or the end of its allocated share of all WC3financial obligations;
 - (2) Any contractual obligations it has signed separately with WC3; and
 - (3) The Recapture Fee, as determined by the Board with input from the Executive Director, any WC3-retained consultant and/orWC3's auditor.

If the withdrawal results in termination of this Agreement, then the withdrawing member shall participate in the termination of this Agreement and the dissolution of WC3 as set forth herein.

11.1. Involuntary Withdrawal.

- A. Upon a two-thirds (2/3rds) vote of the Board of Directors, a Participating Agency's participation in the WC3 may be terminated for the following reasons:
 - (1) The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.
 - (2) Conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any of the terms of this Agreement, any adopted By-laws, or its service agreement or other applicable laws or governmental regulations.
 - (3) Non-compliance with or conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any protocols, orders, directives of the Board of Directors, the Operating Board, the Executive Director, or industry standards or applicable laws or governmental regulations in regard to the operation of the WC3 or the System or the participation within the System.

Prior to taking a vote to terminate for an uncured default, the Board of Directors shall provide to the Participating Agency an opportunity to have its alleged default resolved pursuant to the provisions of Section 11.4. (Dispute Resolution; Negotiation) below.

- B. The non-payment of any required fees, costs and financial obligations required by this Agreement within thirty (30) days of notice by WC3 as set forth herein, or the refusal or failure of any Participating Agency to be bound by any obligations of WC3, shall constitute a default under this Agreement. The default may be cured within the thirty (30) days following receipt of a notice of default. Involuntary withdrawal shall be subject to the following conditions:
 - (1) Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) the Board of Directors.
 - (2) Upon withdrawal, the withdrawing Participating Agency shall continue to be

responsible for:

- a. Its share of all WC3 fees and costs and its allocated share of all WC3 financial obligations required by this Agreementfor a one (1) year period commencing as of the date that the Board of Directors votes to terminate the membership of the Participating Agency;
- b. Any contractual obligations it has signed separately with WC3; and
- c. The Recapture Fee.

11.2. Termination and Dissolution.

- A. If the Board determines that the withdrawal of a Participating Agency reduces the number of Participating Agencies to less than that feasible to keep WC3 operational, or upon the vote of two-thirds (2/3rds) of the Participating Agencies to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.
- B. Upon such termination, and after payment of all debts, all assets and all liabilities of WC3, remaining funds shall be distributed among those Participating Agencies who were active members of WC3at the time of termination or dissolution, in proportion to their respective payments to WC3 during the preceding three (3) years. The Participating Agencies shall share equally in all costs pertaining to debts and liabilities of WC3 and any other costs associated with terminating the operations of WC3 and the dissolution of WC3. As part of a dissolution of WC3 and a termination of this Agreement, a Recapture Fee shall be paid bythose certain Participating Agencies who are subject to payment of the Recapture Fee as determined by this Agreement.
- C. Upon such termination, and after payment of all debts and liabilities, the Participating Agencies shall cooperate to wind down the WC3 as follows:
 - (1) The fixed assets of the WC3 shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall bedivided among the active Participating Agencies at the time of dissolution in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions by all active Participating Agencies, at the time of dissolution, in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years.
 - (2) All Participating Agencies shall share on a proportionate basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of WC3 and any other costs, fees and charges associated with terminating the operations of WC3 and the dissolution of WC3.
 - (3) As part of a dissolution of WC3 and a termination of this Agreement, a

Recapture Fee shall be paid by those certain Participating Agencies who are subject to the Recapture Fee. The Board of Directors, with input from the Executive Director, any WC3-retained consultant and/or WC3's auditor, will determine the value of any Recapture Fees.

(4) All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Agency which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

11.3. Withdrawal of Participating Agency or Dissolution of WC3; Surcharge Funds.

Upon withdrawal of a Participating Agency or the dissolution of the WC3, all monies that are allocated or attributable to the Participating Agency that are received or collected prior to or after the effective date of the withdrawal or termination to pay for the operation and maintenance of WC3's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be made available to the Participating Agency for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Agency's debts, liabilities and obligations pertaining to its participation in WC3or its withdrawal from WC3 or the dissolution of WC3have been fully paid.

11.4 Dispute Resolution; Negotiation.

The Participating Agencies desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of a Participating Agency in WC3 or litigation. Accordingly, the Participating Agencies agree to engage in good faith negotiations to resolve any such dispute. If any Participating Agency has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding a Participating Agency's failure to comply with the terms of this Agreement, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board of Directors, the Operating Board, the Executive Director or one or more Participating Agencies) shall be served on the Executive Director and upon the Participating Agency at issue as provided in Article XVI of this Agreement. The written notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Executive Director then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Executive Director within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement or available under applicable law. The Executive Director shall update the Board of Directors and the Operating Board on the status of such dispute resolution efforts.

ARTICLE XII CONTRACTS

12.0. Execution of Contracts.

The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of WC3, and such authority may be general or confined to specific instances.

ARTICLE XIII DISPATCH CENTER AND FACILITIES

13.0. WC3 Dispatch Center - Primary.

The Village of North Riverside currently operates a full service dispatch center from a facility located at 2359 South Desplaines Avenue, North Riverside, Illinois (the "North Riverside Dispatch Facility"). Under this Agreement, the North Riverside Dispatch Facility shall be the primary site where WC3 dispatchers and other WC3 employees work on a daily basis and provide Dispatch Services (also referred to as the "WC3 Dispatch Center" or "WC3 PSAP"). Under this Agreement, the North Riverside Dispatch Facility also shall be used as the primary storage facility for all of the computer servers and other technology necessary to operate the WC3 PSAP and the System.

13.1. WC3 Dispatch Center - Backup Dispatch Center.

The Berwyn Dispatch Facility,owned and operated by the City Berwyn, Illinois andtocated at 401 West 31st Street, Berwyn, Illinois, shall serve as the back-up dispatch facility for purposes of performing Dispatch Services for WC3 (referred to as "WC3 Backup PSAP") pursuant to a separate intergovernmental agreement to be entered into by the WC3 and the City of Berwyn. The WC3 PSAP and the WC3 Back-Up PSAP are collectively referred to in this Agreement as the "WC3 PSAPS". Under the separate intergovernmental agreement, the Berwyn PSAP and the WC3 PSAP will serve as backup PSAPs for the other. In the event the City of Berwyn declines to or cannot serve as a backup PSAP for the WC3, then the WC3 will take appropriate action and secure the necessary state approvals to enter into an intergovernmental agreement with another unit of local government for backup PSAP services.

13.2. Provision of Dispatch Services.

Dispatch Services shall be provided by the WC3 Dispatch Center in accordance with the WC3 Dispatch Center Policies and Procedures Manual, as adopted, maintained and updated by the Board upon recommendation of the Executive Director and the Operating Board. A copy of the WC3 Dispatch Center Policies and Procedures Manual shall be incorporated by reference into this Agreement and made a part hereof.

13.3. Lease of WC3 Dispatch Center.

For the duration of this Agreement, the Village of North Riverside agrees to lease WC3 Dispatch Centerand all of its fixtures and existing equipment to the WC3, for \$1.00 per year, for use in accordance with the terms of this Agreement. Under the leasehold interests that are created by this Agreement, the WC3 and its officials, officers and employees shall have a right of access in WC3 Dispatch Center for purposes of maintaining and operating the System and complying with the obligations of this Agreement.

Upon termination of this Agreement, the leasehold interests and rights of access that are created by this Agreement that pertain to WC3 Dispatch Center shall terminate without further notice or action by WC3 or any Participating Agencies.

- A. Termination of Agreement. At the time of termination of this Agreement, title to any and all fixtures, equipment, software or hardware relating to the System or to WC3's operations that are installed or located within WC3 Dispatch Center shall automatically be declared by WC3 to be surplus property and shall be conveyed to the then-owners of WC3 Dispatch Center, subject to payment of Recapture Fees by the Participating Agencies who own those buildings. Unless otherwise agreed to in writing, WC3 and the other Participating Agencies shall not obtain any ownership rights or access rights (beyond the lease-access rights contained in this Agreement) in WC3 Dispatch Center.
- B. Termination or Withdrawal by Brookfield or Riverside. In the event that Brookfield or Riverside withdraws from or terminates its participation in the WC3, then the respective lease arrangement provided by this Agreement for the WC3 Dispatch Center as to the withdrawing party shall also terminate, subject to payment of Recapture Fees as determined by the Board of Directors.

13.4. Training of Dispatch Center Personnel.

All WC3 Dispatch Center employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Executive Director, in all technical areas and disciplines relating to the provision of the Dispatch Services and the use of all Dispatch Center equipment, computers and other technology in accordance with applicable laws and regulations and the WC3 Dispatch Center Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").

13.5. Radio Transmission Intergovernmental Cooperation Agreement.

The Board of Directors with input from the Executive Director, the Operating Board and any technology consultants shall evaluate and determine what radio frequency transmission system ("RFTS") is required for the WC3 and the WC3 PSAP for purposes of operating a police department-related RFTS and a fire department RFTS to serve the Participating Agencies and to comply with its obligations under any related intergovernmental agreements such as a backup PSAP agreement. The WC3 shall obtain and comply with all applicable Federal Communications Commission ("FCC"), state, county and local radio license, equipment and operationallaws and regulations.

13.5.1. Radio Transmission Obligations. The Participating Agencies and any Non-Members, at their own cost, are required to obtain, maintain and upgrade, as needed, their own radio infrastructure and radio signals to be delivered to the WC3 PSAP or the WC3 Backup PSAP and to receive such radio signals from the WC3 PSAP or the WC3 Backup PSAP in a manner that is compatible with the capabilities of the RFTS operated by the WC3 PSAP and the WC3 Backup PSAP.

13.6. Registration and Certification.

The Executive Director, or his/her designee, shall communicate with and prepare and file all required documents with the Illinois Commerce Commission (pre-January 1, 2017) or the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police (post-January 1, 2017) and such other local, county, state and federal regulatory agencies to obtain and then maintain and update WC3's regulatory registrations, certifications, licenses and approvals.

13.7. Accreditation.

The Board of Directors, with input from the Operating Board and the Executive Director, may explore and evaluate options for applying for and receiving accreditation status from national and State recognized accreditation organizations that pertain to the Services performed by the WC3. The Board of Directors may determine the viability of and timetable for pursuing accreditation from one or more accreditation organizations after evaluating and determining that WC3 has adequate staffing and budgetary resources to pay for the costs associated with achieving and maintaining accreditation status.

13.8.Member Equipment.

Each Participating Agency shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Agency and not a benefit to the WC3 or the WC3 PSAP as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, and wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participating Agency or by the WC3 shall be resolved under Section 11.4 (Dispute Resolution; Negotiation) below.

13.9.Inmate Detention Area at North Riverside Dispatch Center. Any arresting authority (i.e., a law enforcement agency) who is affiliated with the WC3 (e.g., a Member or Non-Member with a service agreement) may use the inmate detention facility at the Village of North Riverside Police Station / WC3 PSAP; however, the arresting authority shall be responsible to provide or pay to the Village of North Riverside an agreed upon fee for each inmate held, which relates to meals and detention and processing costs, and the arresting authority shall also be obligated to directly pay all medical service providers or medical billing companies for all medical expenses incurred for medical care or treatment relating to the arrestee on account of an injury suffered by the arrestee during the course of his/her arrest or while in the custody of the arresting authority. The Village of North Riverside Police Department shall provide monitoring of inmates at the lockup at no charge to the arresting authority.

ARTICLE XIV INDEMNIFICATION

14.0. Indemnification Generally.

14.1. Individuals.

The WC3 shall indemnify, defend and hold harmless any person who is made a party to any claim, lawsuit, action or proceeding by reason of the fact that he/she served as an appointed or designated or assigned representative of one of the Participating Agencies(e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, board or committee or subcommittee member) and performed services or work for the WC3, against and from any expenses (including reasonable attorneys'

fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or any acts or omissions in the performance of any services or work furnished by the person under this Agreement, except to the extent caused by the sole negligence of the person, or to the extent caused by willful and wanton conduct of the person or any conduct that is outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3. The determination of whether an individual acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3 shall be made by a two-thirds (2/3rds) vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a person seeking indemnification or such person acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3.

14.2. Participating Agency or Participating Agencies.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the WC3 agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the WC3 and its officials, officers, employees, agents, representatives and volunteers and any of its Participating Agencies and their respective appointed and elected officials, employees, agents, representatives and volunteers. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the WC3shall indemnify, defend and hold harmless any Participating Agencywho is made a party to any claim, lawsuit, action or proceeding by reason of the Participating Agency's participation in the WC3 or any of its actions taken under this Agreement or the performance of any services or work by any of the officials, officers, employees, agents, representatives and volunteers who perform any duties for the WC3 in any appointed, designated or assigned capacity as a Participating Agency's "representative" or any actions taken by other Participating Agencies or their representatives or other third parties, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by this Agreement, or the Participating Agency's participation in the WC3 or any of its actions taken under this Agreement or any acts or omissions in the performance of any services or work furnished by any of its representatives for the WC3 or any acts or omissions in the performance of any services or work furnished by other Participating Agencies or their representatives or other third parties, except to the extent caused by the sole negligence of the Participating Agencyor its representative, or to the extent caused by willful and wanton conduct of the Participating Agencyor its representative or any conduct that is outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3. The determination of whether aParticipating Agencyor its representative acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the WC3 shall be made by a two-thirds (2/3rds) vote of the Board holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a Participating Agencyor its representative (its officials, officers, employees, agents, representatives and volunteers)seeking indemnification or such Participating Agencyor its representative acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the WC3.

14.3. Not Employees of WC3.

The officials, officers, employees, agents, representatives and volunteers who perform any duties for the WC3 in any appointed, designated or assigned capacity as a Participating Agency's "representative" shall not be employees of the WC3 and shall not be eligible for any kind of employment benefits from the WC3, including but not limited to unemployment, disability or pension benefits, and worker's compensation benefits, Illinois Public Employee Disability Act ("PEDA") benefits, and Illinois Public Safety Employee Benefits Act ("PSEBA") benefits.

14.4. Participating Agencies Responsible for Own Employment Benefits Liabilities.

Each Participating Agency shall be responsible for all employment benefits and related liabilities, unemployment, disability or pension benefits andrelated liabilities, worker's compensation claims and related liabilities, PEDA claimsand related liabilities, PSEBA claimsand related liabilities that pertain to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the WC3 in any appointed, designated or assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

14.5. Waiver of Claims.

Each Participating Agency waives and releases all claims, actions and causes of actions of any kind, including all liabilities, obligations, damages, losses, judgments and expenses of any kind, that is has or could have against WC3 or any of its other Participating Agencies relating to any employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities that relate to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the WC3 in any appointed, designated or assigned capacity as the Participating Agency's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

14.6. Indemnification - Mutual Obligations.

To the fullest extent permitted by law, each of the Participating Agencies agrees to defend, indemnify and hold harmless each of the other Participating Agencies and their respective appointed and elected officials, employees, agents, representatives and volunteers from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Agency, or its respective appointed and elected officials, employees, agents, representatives and volunteers, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the WC3 and any of its appointed officials, employees, agents and representatives, including the members of the WC3 JETSB, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Agencies, or its respective appointed and elected officials, employees, agents, representatives and volunteers.

14.7. Indemnification- New Participating Agencies.

Each new Participating Agency shall be obligated to sign an Addendum to this Agreement in order to participate in the WC3, and shall be obligated to comply with all of the terms of this Agreement, as amended, including the above Indemnification provision or any amendments thereto.

ARTICLE XV PUBLIC WORKS/ESDA/ADMINISTRATIVEDISPATCHING

15.0. Other Dispatching Services.

Subject to an evaluation by the Operating Board of WC3's capabilities and its ability to deliver such dispatching services and their associated additional costs to WC3, each Participating Agency may receive public works services, management services and/or administrative services from WC3, in the discretion of the Board of Directors. If there are additional costs to deliver such dispatching services, the Board of Directors shall determine the allocation of payment of such costs based on a recommendation of the Operating Board.

ARTICLE XVI LEAD AGENCY

16.0. Lead Agency.

Subject to approval by the Board of Directors, the WC3 may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the WC3 and other third parties, including any of its Participating Agencies.

16.1. Intergovernmental Arrangements.

Subject to approval by the Board of Directors, the WC3 may enter into appropriate intergovernmental agreements with one or more Participating Agencies or with other third parties for any lawful, public purposes.

ARTICLE XVII MISCELLANEOUS

17.0. Limitation of Liability.

The liabilities, contracts, obligations, debts and property of WC3 shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Agencies which together form WC3. No officer, agent, employee or director of WC3 shall have any authority under this Agreement to extend the contractual liability of any party hereto in any manner not approved by the Board of Directors.

17.1. Amendments.

17.1.1. Amendments to any portion of this Agreement that pertain to administrative or operational matters regarding the WC3 and its Board or the Executive Director, shall be authorized by the Board and do not require approval of the Corporate Authorities of each of the

Participating Agencies. Such amendments shall be memorialized in writing, approved by the Board, automatically incorporated into this Agreement, and transmitted to the Corporate Authorities of each of the Participating Agencies.

17.1.2. Amendments to this Agreement that pertain to membership and admission of new Members, scope of Services to be delivered by the WC3 that extend beyond what is reasonably contemplated by this Agreement, and other matters not covered under Section 16.1.shall be subject to prior written approval of the Corporate Authorities of each of the Participating Agencies. Such amendments to this Agreement shall be made by written addendum or amendment duly authorized and adopted by the Corporate Authorities of each Participating Agency who desire to continue to participate in this Agreement

17.3. Duration.

This Agreement and WC3 shall continue in effect until terminated as provided herein.

17.4. Remedies.

Since the purpose of this Agreement is to provide communications services on an ongoing basis, money damages or termination of this Agreement will not be an adequate remedy in the event of a default. Accordingly, the Parties hereto explicitly agree that any one or more Parties hereto aggrieved by the default hereunder of any one or more other Parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Agreement shall be construed to deprive an aggrieved party of any remedy afforded by law. Before filing any litigation, the Participating Agencies agree to first attempt to resolve any dispute or conflict by participating in good faith in the dispute resolution process set forth in Section 11.4(Dispute Resolution; Negotiation)above.

17.5. Assignment.

The rights or obligations of each Participating Agency under this Agreement may not be transferred.

17.6. Severability.

If any part of this Agreement is determined to be invalid by a court of law, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.

17.7. Notices.

Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties' principal administrative offices addressed to the Mayor or Village President or the Village Administrator/Village Manager. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.

17.8. Headings.

Section headings	and titles	are descriptive	only and de	o not in any	way limit o	or expand the	scope of this
Agreement.			•	·	·	•	•

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the respective dates set forth below. This Agreement may be executed in duplicate originals.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE FOR VILLAGE OF RIVERSIDE

IN WITNESS WHEREOF, the below authorized official of the Village of Riverside has signed this Agreement pursuant to legal authorization granted to him under the Constitution of the State of Illinois (III. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of Riverside.

Village of Riverside

, Village President

Attest:

Date: June 16, 2016

SIGNATURE PAGE FOR VILLAGE OF BROOKFIELD

IN WITNESS WHEREOF, the below authorized official of the Village of Brookfield has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-S.3-1 of the Illinois Municipal Code (65 ILCS 5/11-S.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of Brookfield.

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Kit P. Ketchmark __, Village President

Date: June 27 , 2016

Attest:

Brigid Weber

, Village Clerk

June, 27, 2016

SIGNATURE PAGE FOR VILLAGE OF NORTH RIVERSIDE

IN WITNESS WHEREOF, the below authorized official of the Village of North Riverside has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII. Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5'11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of North Riverside.

Village of North Riverside

____, Village President

Date: 20 .2016

Attest:

Data: July 200

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

CERTIFICATE

I, Cathy Haley, the duly elected and qualified Village Clerk of the Village of Riverside, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

2016 RESOLUTION NO. 31

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
"WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")"
FOR THE OPERATION AND MAINTENANCE OF A
COMBINED DISPATCH AND COMMUNICATION SYSTEM

(Village of Riverside, Cook County, Illinois)

which was passed by the Board of Trustees of the Village of Riverside at a Regular Meeting held on the day of fine 2016, at which meeting a quorum was present, and approved by the Village President of the Village of Riverside on the day of fine 2016.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Riverside was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Riverside, and that the result of said vote was as follows, to-wit:

NAYS: More
ABSENT: Balleine + Hamilton

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF. I have hereunto set my hand and affixed the seal of the Village of Riverside, Illinois, this day of fune, 2016.

2016 ORDINANCE NO. 2912

AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 18 (POLICE MATTERS), SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF RIVERSIDE TO DISSOLVE THE RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF RIVERSIDES PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS (WC3)

(Village of Riverside, Cook County, Illinois)

WHEREAS, the Village of Riverside (the "Village" or "Riverside") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title 1 (Administration), Chapter 18 (Police Matters), Section 1-18-11 (Emergency Telephone System Board) of the Village Code of the Village of Riverside, as amended (the "Code"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS, the corporate authorities of the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside") (collectively referred to as the "Participating Agencies" or "Villages") have each agreed to adopt resolutions that approve an intergovernmental agreement entitled "Intergovernmental Agreement Entered Into by the Villages of Brookfield, North Riverside And Riverside to Establish an Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "WC3 Intergovernmental Agreement") that provides for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") (the "WC3 Intergovernmental Agreement"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3'S Joint Emergency Telephone System Board ("WC3 JETSB"). The Villages were authorized to approve the WC3 Intergovernmental Agreement") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the

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Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code. § 725.200(i)); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and as set forthunder Article V (Finances), Section 5.19 (Termination of Operation of Local Emergency Telephone System Board by Participating Agencies) of the WC3 Intergovernmental Agreement, the Villages agreed adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP") or such other governmental agency with regulatory oversight authority; and

WHEREAS, under Article VI (Operating Board), Section 6.0 (Composition) of the WC3 Intergovernmental Agreement, the members of the WC3'SOperating Board shall also serve as the members of WC3'SJoint Emergency Telephone System Board ("WC3JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 et seq.); and

WHEREAS, in order to participate in the WC3 under the WC3 Intergovernmental Agreement, each of the Villages are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS, the President and Board of Trustees of the Village of Riverside desire to amend the provisions of Title 1 (Administration), Chapter 18 (Police Matters), Section 1-18-11 (Emergency Telephone System Board) of the Village Code to recognize the Village's participation in the WC3 Intergovernmental Agreement and the establishment of WC3'S JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 and WC3'S JETSB by the 9-1-1 Administrator of the IDSP or such other governmental agency with regulatory oversight authority; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code. § 725.200(i)), the President and Board of Trustees of the Village of Riverside find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVERSIDE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

<u>SECTION 1:</u> The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Title 1 (Administration), Chapter 18 (Police Matters), Section 1-18-11 (Emergency Telephone System Board) of the Village Code of the Village of Riverside, as amended, shall be further amended to read in its entirety as follows:

"ITILE 1 (ADMINISTRATION)

CHAPTER 18 (POLICE MATTERS)

SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD)

1-18-11-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

1-18-11-2: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

1-18-11-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

1-18-11-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

- A. Establishment. Pursuant to **2016 Resolution No. 31** (adopted on June 16, 2016), the Village approved an intergovernmental agreement entitled "Intergovernmental Agreement Entered Into by the Villages of Brookfield, North Riverside And Riverside to Establish an Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "WC3 Intergovernmental Agreement") that provided for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3'S Joint Emergency Telephone System Board ("WC3 JETSB").
- B. Membership; Authority and Duties. The members of WC3'S Joint Emergency Telephone System Board shall be comprised of the members of the WC3'S Operating Board. The authority and duties of WC3'S Joint Emergency Telephone System Board shall be governed by Article VI (Operating Board) of the WC3 Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

1-18-11-2: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

- A. Dissolution of Local ETSB. Pursuant to **2016 Ordinance No. 2912** (adopted June 16, 2016), the Village's ETSB was dissolved effective upon the date of the regulatory approval of the WC3 and WC3'S JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.
- B. Re-instatement of Local ETSB. In the event the Village withdraws from participation in the WC3, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ESTB or join another joint emergency telephone system board.

1-18-11-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

A. Use of ETSB Funds. Under the WC3 Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget in accordance with

- the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.).
- B. Surcharge Funds. Upon dissolution of the Village's ETSB and subject to the terms of the WC3 Intergovernmental Agreement and the Village's continued participation in WC3, all monies received or collected by the Villagethat are intended to be used to pay for the operation, upgrade and maintenance of WC3'S System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the WC3 for deposit and expenditure by the WC3 JETSB in accordance with applicable federal or State law."

1-18-11: EMERGENCY TELEPHONE SYSTEM BOARD

- (A) Board Established Members: Pursuant to the requirements of the Act, there is hereby established an Emergency Telephone System Board (the "Board") consisting of the Village Manager and six (6) additional members, all of whom shall be representative of the police, firefighting, medical or other emergency services 911 users, and shall be appointed by the President with the advice and consent of the Board of Trustees on the basis of ability or experience. Members shall serve for a term of one year without compensation, but shall be reimbursed for their actual and necessary expenses. (Ord. 1926, 1-21-91, amd. Ord. 1944, 6-3-91)
- (B) Powers and Duties: The powers and duties of the Board shall include, but need not be limited to, the following:
- 1. Planning a 911 system.
- 2. Coordinating and supervising the implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems.
- 3. Receiving monies from the surcharge imposed herein and from any other source, for deposit into the Emergency Telephone System Fund (the "Fund").
- 4. Authorizing all disbursements from the Fund.
- 5. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
- (C) Expenditures: No expenditures may be made from the Fund except by resolution passed by a majority of the Board. Expenditures may be made only to pay for the costs associated with the following:
- 1. The design of the Emergency Telephone System.
- 2. The coding of an initial Master Street Address Guide database, and update and maintenance thereof.
- 3. The repayment of any monies advanced for the implementation of the System.
- 4. The charges for Automatic Number Identification and Automatic Location Identification equipment, and maintenance, replacement and update thereof.
- 5. The nonrecurring charges related to installation of the Emergency Telephone System and the ongoing network charges.
- 6. Other products and services necessary for the implementation, upgrade and maintenance of the System and any other purpose related to the operation of the System, including costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the System. Costs attributable directly to the operation of an Emergency Telephone System do not include the costs of the personnel who are and equipment that is dispatched in response to an emergency call.

SECTION 3: This Ordinance shall become effective and enforceable only upon the following conditions being met:

- A. Adoption by each of the Participating Agencies of a resolution approving the Intergovernmental Agreement.
- B. Adoption by the other two Participating Agencies (Brookfield and North Riverside) of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.
- C. Regulatory approval of the WC3and WC3's JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.

<u>SECTION 4</u>:To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Village Code of the Village of Riverside, as amended, shall be amended by the Village's codiffer so as to be consistent with the amendments set forth in this Ordinance.

SECTION 5: Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. Except as to the above amendments, all Titles, Chapters, Articles and Sections of the Village Code of the Village of Riverside, as amended, shall remain in full force and effect.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage,
approval and publication as provided by State law.
AYES: Collins, Rumsden, Pollode + Seduly
NAYS: More
ABSENT: Belleine, Hamilton
PASSED by the Board of Trustees of the Village of Riverside, Cook County, Illinois at a Regular
Meeting thereof, held on the day of June 2016, and approved by me as Village President on the
same day. Village President
ATTEST:
allythaley
Village Clerk
with 1
This Ordinance was published by me in pamphlet form on the le day of ferre 2016.
Cather Haloes

Village Clerk

SIGNATURE PAGE FOR VILLAGE OF RIVERSIDE

IN WITNESS WHEREOF, the below authorized official of the Village of Riverside has signed this Agreement pursuant to legal authorization granted to him under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-I-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/I1-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a resolution by the Corporate Authorities of the Village of Riverside.

Village of Riverside

Village President

Date: ______, 2016

Attest:

Date: <u>fune</u> 16_, 2016

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Cathy Haley, Clerk of the Village of Riverside, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

AN ORDINANCE AMENDING TITLE 1 (ADMINISTRATION), CHAPTER 18 (POLICE MATTERS), SECTION 1-18-11 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF RIVERSIDE TO DISSOLVE THE RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Riverside was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Riverside, and that the result of said vote was as follows, to-wit:

AYES: Collins, Rumsden, Pollock	Seduing
NAYS: Mone	0
ABSENT: Balleine, Harilton	

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Riverside, this day of gone, 2016.

Village Clerk

SEAL

RESOLUTION NO. 16-R-02

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF BROOKFIELD, NORTH RIVERSIDE AND RIVERSIDE
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
"WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")"
FOR THE OPERATION AND MAINTENANCE OF A
COMBINED DISPATCH AND COMMUNICATION SYSTEM

(Village of North Riverside, Cook County, Illinois)

WHEREAS, the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside"), (collectively referred to as the "Participating Agencies"), desire to enter into an intergovernmental agreement, entitled "Intergovernmental Agreement Entered Into By The Villages Of Brookfield, North Riverside And Riverside To Establish An Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "IGA"), for the purpose of establishing an intergovernmental cooperative venture known as the "West Central Consolidated Communications" (also referred to as "WC3") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system with 9-1-1 services and wireless E-9-1-1 services (the "System") that will service each of the Participating Agencies. A copy of the IGA is attached to this Resolution as Exhibit "A" and made a part hereof; and

WHEREAS, the general purpose of the IGA is to provide for the joint establishment, maintenance and operation of the System to provide communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the WC3; and

WHEREAS, the Participating Agencies have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies. The Participating Agencies also have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents; and

WHEREAS, each of the Participating Agencies currently operates its own public safety answering points ("PSAP"). Pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating Agencies are required to consolidate their existing PSAPs. Through intergovernmental cooperation, this consolidation will allow the Participating Agencies to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1

communication services and wireless E-9-1-1 communication services within the service territories of the Participating Agencies for the benefit of the health, safety and welfare of the residents of the Participating Agencies; and

WHEREAS, under the attached IGA, the Participating Agencies agree to cooperate in the preparation and filing of a PSAP consolidation plan with the Illinois Department of State Police ("IDSP") that will seek regulatory approval to operate the PSAP located at the North Riverside Police Station, 2359 South Desplaines Avenue, North Riverside, Illinois ("WC3 PSAP"), as a consolidated dispatch center serving all of the Participating Agencies. Once IDSP approval is granted and the other PSAP operations are terminated, the funding, operations, maintenance, upgrades and staffing of the WC3 PSAP will be governed by the WC3 in accordance with the terms of the attached IGA; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 et seq.) authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish, by intergovernmental agreement, a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency Telephone System Boards ("local ETSBs") are terminated by ordinances that rescind their establishment, authority and operational functions. At the same time they approve this Resolution, the Participating Agencies agree to adopt the necessary ordinances to dissolve their local ETSBs, subject to continuing to operate their own local ETSBs until the WC3's Joint Emergency Telephone System Board ("WC3 JETSB") is certified and authorized to operate by the IDSP or any other governmental agency with oversight jurisdiction. Once the local ETSBs are terminated, the WC3 JETSB will assist with the funding of the operations, maintenance, upgrades and staffing of the WC3, its WC3 PSAP and any backup PSAP under the terms of the IGA. The Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) also authorize the collection of surcharges to assist with the delivery of 911 services and wireless E-911 services. While in existence, the local ETSBs of the Participating Agencies, in their discretion, may allocate none, all, or a portion of their own surcharge funds to the WC3 JETSB in accordance with the terms of the IGA; and

WHEREAS, the Participating Agencies recognize that the surcharge funds and other ETSB funds that will be received and allocated by the State of Illinois to the WC3 JETSB will not fully fund the operations, maintenance, upgrades and staffing of the WC3, its WC3 PSAP and any backup PSAP. Per the cost sharing provisions of the IGA, the Participating Agencies are responsible for fully funding the operations, maintenance, upgrades and staffing of the WC3, its WC3 PSAP and any backup PSAP, as the surcharge funds and other ETSB funds received from the State of Illinois will not be adequate to provide a full level of funding for such activities; and

WHEREAS, in order to participate in the formation of the WC3, the corporate authorities of each of the Participating Agencies are required to vote in favor of the attached IGA by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

WHEREAS, the President and Board of Trustees of the Village of North Riverside, Cook County, Illinois find that it is in the Village's best interests to authorize the approval and execution of the IGA in order to participate in the formation of the WC3 to receive the benefits of the Services to be provided by the WC3; and

WHEREAS, the corporate authorities of each of the Participating Agencies are authorized to approve and enter into the IGA under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police

Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)).

NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF NORTH RIVERSIDE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of North Riverside, Cook County, Illinois approve and authorize the execution of the attached "Intergovernmental Agreement Entered Into By The Villages Of Brookfield, North Riverside And Riverside To Establish An Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "IGA") (attached as Exhibit "A"). In addition, the Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute and submit signed original signature pages of the IGA, certified copies of this Resolution and such other documents as are necessary to fulfill all of the Village's obligations under the IGA. The Village Clerk shall transmit signed original signature pages of the IGA and certified copies of this Resolution to the presiding officers of the other Participating Agencies within ten (10) calendar days of approval of this Resolution.

ADOPTED this 20th day of June, 2016, pursuant to a roll call vote as follows:

AYES: Trustees Bianco, Czajka, Decosola, Demopoulos, Mengoni and Wilt

NAYS: None

ABSENT: None

ABSTAIN: None

APPROVED this 20th day of June, 2016, by the Village President of the Village of North Riverside, Illinois, and attested by the Village Clerk, on the same day.

Village President

ATTEST:

ORDINANCE NO. 16-O-13

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 65 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF NORTH RIVERSIDE TO DISSOLVE THE NORTH RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF NORTH RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

(Village of North Riverside, Cook County, Illinois)

WHEREAS, the Village of North Riverside (the "Village" or "North Riverside") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title 2 (Administration and Personnel), Chapter 65 (Emergency Telephone System Board) of the Village Code of the Village of North Riverside, as amended (the "Code"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS, the corporate authorities of the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside") (collectively referred to as the "Participating Agencies" or "Villages") have each agreed to adopt resolutions that approve an intergovernmental agreement entitled "Intergovernmental Agreement Entered Into by the Villages of Brookfield, North Riverside And Riverside to Establish an Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "WC3 Intergovernmental Agreement") that provides for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") (the "WC3 Intergovernmental Agreement"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3'S Joint Emergency Telephone System Board ("WC3 JETSB"). The Villages were authorized to approve the WC3 Intergovernmental Agreement") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the

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Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and as set forth under Article V (Finances), Section 5.19 (Termination of Operation of Local Emergency Telephone System Board by Participating Agencies) of the WC3 Intergovernmental Agreement, the Villages agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP") or such other governmental agency with regulatory oversight authority; and

WHEREAS, under Article VI (Operating Board), Section 6.0 (Composition) of the WC3 Intergovernmental Agreement, the members of the WC3'S Operating Board shall also serve as the members of WC3'S Joint Emergency Telephone System Board ("WC3 JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 et seq.); and

WHEREAS, in order to participate in the WC3 under the WC3 Intergovernmental Agreement, each of the Villages are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS, the President and Board of Trustees of the Village of North Riverside desire to amend the provisions of Title 2 (Administration and Personnel), Chapter 65 (Emergency Telephone System Board) of the Village Code to recognize the Village's participation in the WC3 Intergovernmental Agreement and the establishment of WC3'S JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 and WC3'S JETSB by the 9-1-1 Administrator of the IDSP or such other governmental agency with regulatory oversight authority; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code. § 725.200(i)), the President and Board of Trustees of the Village of North Riverside find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH RIVERSIDE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

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SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Title 2 (Administration and Personnel), Chapter 65 (Emergency Telephone System Board) of the Village Code of the Village of North Riverside, as amended, shall be further amended to read in its entirety as follows:

"TITLE 2 (ADMINISTRATION AND PERSONNEL)

CHAPTER 65 (EMERGENCY TELEPHONE SYSTEM BOARD)

2.65.010: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

2.65.020: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

2.65.030: USE OF ETSB FUNDS; SURCHARGE FUNDS:

2.65.010: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

- A. Establishment. Pursuant to **Resolution No. 16-R-02** (adopted on June 20, 2016), the Village approved an intergovernmental agreement entitled "Intergovernmental Agreement Entered Into by the Villages of Brookfield, North Riverside And Riverside to Establish an Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "WC3 Intergovernmental Agreement") that provided for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications'" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3'S Joint Emergency Telephone System Board ("WC3 JETSB").
- B. Membership; Authority and Duties. The members of WC3'S Joint Emergency Telephone System Board shall be comprised of the members of the WC3'S Operating Board. The authority and duties of WC3'S Joint Emergency Telephone System Board shall be governed by Article VI (Operating Board) of the WC3 Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

2.65.020: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

- A. Dissolution of Local ETSB. Pursuant to **Ordinance No. 16-O-13 (adopted June 20, 2016)**, the Village's ETSB was dissolved effective upon the date of the regulatory approval of the WC3 and WC3'S JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.
- B. Re-instatement of Local ETSB. In the event the Village withdraws from participation in the WC3, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ESTB or join another joint emergency telephone system board.

2.65.030: USE OF ETSB FUNDS; SURCHARGE FUNDS:

A. Use of ETSB Funds. Under the WC3 Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.).

B. Surcharge Funds. Upon dissolution of the Village's ETSB and subject to the terms of the WC3 Intergovernmental Agreement and the Village's continued participation in WC3, all monies received or collected by the Village that are intended to be used to pay for the operation, upgrade and maintenance of WC3'S System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the WC3 for deposit and expenditure by the WC3 JETSB in accordance with applicable federal or State law."

Chapter 2.65 - EMERGENCY TELEPHONE SYSTEM BOARD

2.65.010 - Established.

There is created and established by authority of the Emergency Telephone System Act, Illinois Revised Statutes, Chapter 134, Sec. 30.01, et seq. (1989), an emergency telephone system board ("Board").

2.65.020 - Composition and duration of terms.

The board shall consist of five members appointed by the president. The members of the board shall serve respectively for the following terms: one member for one year, one member for two years, one member for three years, one member for four years, and one member for five years. The successor to each member so appointed shall serve a term of two years. One of the members so appointed shall be named as the chairman for the board by the president and shall hold office as such chairman for a term of one year and, thereafter, until his successor is appointed. The president shall have the power to remove any member of the board for cause. Vacancies in the board shall be filled for the unexpired term of the member whose place has become vacant in the manner herein provided for the appointment of such member.

2.65.030 - Advisory committee Created - Composition.

A. There is created and established an advisory committee to the board ("advisory committee"). The advisory committee shall consist of seven members, five of which shall be appointed by the president. The other two members of the advisory committee shall be the fire chief and the chief of police during the terms of their respective offices. The members of the advisory committee, other than the fire chief and the chief of-police, shall serve respectively for the following terms: one member for one year, one member for two years, one member-for three years, one member for four-years and one member for five years. The successor to each member so appointed shall serve for a term of two years.

B.— The power to remove a member of the advisory committee and to fill vacancies shall be in the same manner set forth in Section 2.65.020.

C. The members of the advisory committee shall attend all meetings of the board unless the board directs to the contrary.

2.65.040 - Meeting times Compensation.

The board shall conduct meetings at such times called for by the chairman of the board and at such other times as the board may determine. The board shall keep minutes of its meetings, copies of which will be regularly sent to the village clerk. All members of the board and the advisory committee shall serve without compensation but will be reimbursed for their actual and necessary expenses if so determined by the board of trustees.

2.65.050 - Powers and duties.

A: The powers and duties of the board shall be as follows:

- 1.—Planning a 9-1-1-system;
- 2. Coordinating and supervising the implementation, upgrading and maintenance of the system, including the establishment of equipment specifications and coding systems;
- 3. Receiving monies from the surcharge imposed pursuant to the Act and the ordinances of the village and from any other source, for deposit into the emergency telephone system fund;

- 4. Authorizing all disbursements from the fund which disbursements are made in strict compliance with the terms of the Act;
- 5. The hiring, on a temporary basis, of any staff necessary for the implementation or upgrading of the system; and
- 6. To provide written reports or recommendations to the president and board of trustees, as they may request from time to time, regarding the 9-1-1 system and related matters.
- B. The custody and disposition of the funds deposited into the aforedescribed emergency telephone system fund shall be in accordance with the regulations set forth in the Act.

SECTION 3: This Ordinance shall become effective and enforceable only upon the following conditions being met:

- A. Adoption by each of the Participating Agencies of a resolution approving the Intergovernmental Agreement.
- B. Adoption by the other two Participating Agencies (Brookfield and Riverside) of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.
- C. Regulatory approval of the WC3 and WC3's JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.

SECTION 4: To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Village Code of the Village of North Riverside, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 5: Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. Except as to the above amendments, all Titles, Chapters, Articles and Sections of the Village Code of the Village of North Riverside, as amended, shall remain in full force and effect.

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

AYES: Trustees Bianco, Czajka, Decosola, Demopoulos, Mengoni, Wilt

NAYS: None

ABSENT: None

ABSTAIN: None

PASSED by the Board of Trustees of the Village of North Riverside, Cook County, Illinois at a Regular Meeting thereof, held on the 20th day of June, 2016, and approved by me as Village President on the same day.

Village President

ATTEST:

Village Clerk

This Ordinance was published by me in pamphlet form on the 20th day of June, 2016.

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STATE OF ILLINOIS)) SS COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Kathy Ranieri, Clerk of the Village of North Riverside, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 65 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE CODE OF THE VILLAGE OF NORTH RIVERSIDE TO DISSOLVE THE NORTH RIVERSIDE EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF NORTH RIVERSIDE'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

which Ordinance was passed by the Board of Trustees of the Village of North Riverside at a Regular Village Board Meeting on the 20th day of June, 2016, at which meeting a quorum was present, and approved by the Village President of the Village of North Riverside on the 20th day of June, 2016.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of North Riverside was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of North Riverside, and that the result of said vote was as follows, towit:

AYES: Trustees Bianco, Czajka, Decosola, Demopoulos, Mengoni and Wilt

NAYS: None ABSENT: None ABSTINE: None

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of North Riverside, this 20th day of June, 2016.

Hllage Clerk

SEAL

RESOLUTION NO. R - 2016 - 1050

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVERSIDE, THE VILLAGE OF NORTH RIVERSIDE AND THE VILLAGE OF BROOKFIELD FOR A CENTRALIZED, COMBINED EMERGENCY SERVICES DISPATCH AND COMMUNICATION SYSTEM

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THE 27^{TH} DAY OF JUNE 2016

RESOLUTION NO. R - 2016- 1050

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVERSIDE, THE VILLAGE OF NORTH RIVERSIDE AND THE VILLAGE OF BROOKFIELD FOR A CENTRALIZED, COMBINED EMERGENCY SERVICES DISPATCH AND COMMUNICATION SYSTEM

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize two or more units of local government to contract to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the Village of Brookfield (the "Village"), the Village of Riverside and the Village of North Riverside (collectively the "Participating Agencies") have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies. In addition, the Participating Agencies have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents;

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain

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surcharges to assist with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds");

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), as amended by Public Act 99-006 (effective July 2, 2015), requires covered units of local government to consolidate 9-1-1 services and wireless E-9-1-1 services and the new version of Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 et seq.), as amended by Public Act 99-006, authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency Telephone System Boards ("ETSB") are terminated by ordinances that rescind their establishment, authority and operational functions;

WHEREAS, it is the desire of the Participating Agencies to jointly establish, maintain and operate the System for the purpose of providing communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook County, Illinois, and other geographic areas as may be served by the WC3;

WHEREAS, each of the Participating Agencies currently operates its own public safety answering point. Pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective

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July 2, 2015), the Participating Agencies are required to reduce the number of operational public safety answering points via consolidation. Through intergovernmental cooperation, this consolidation will allow the Participating Agencies to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Agencies for the benefit of the health, safety and welfare of the residents of the Participating Agencies;

WHEREAS, the Participating Agencies desire to cooperate in the preparation and filing of a public safety answering point consolidation plan with the Illinois Department of State Police that will seek regulatory approval to operate the public safety answering point as a consolidated dispatch center serving all of the Participating Agencies. The Participating Agencies desire to enter into an Intergovernmental Agreement to Establish an Intergovernmental Cooperative Venture Known as the "West Central Consolidated Communications ("WC3") for the Operation and Maintenance of a Combined Dispatch and Communication System (the "Intergovernmental Agreement") to set forth their respective responsibilities regarding the funding, operations, maintenance, upgrades and staffing of the WC3 public safety answering point once the Illinois Department of State Police grants approval and the other public safety answering point operations are terminated; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into the Intergovernmental Agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

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<u>Section 1</u>: The foregoing recitals are hereby incorporated as if fully recited herein.

<u>Section 2</u>: It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into the Intergovernmental Agreement.

<u>Section 3</u>: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest the Intergovernmental Agreement, a copy of which is attached hereto marked as Exhibit "A," and made a part hereof with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

<u>Section 4:</u> The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this resolution and the Intergovernmental Agreement.

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<u>Section 5:</u> This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 27th day of June 2016, pursuant to a roll call vote as follows:

AYES:_	Trustees	Evans,	Garvey,	Gilhooley,	Obernauser	and	куа
NAYS:	None	0-00-0		•			

ABSENT: Trustee LeClere

ABSTENTION: None

APPROVED by me this 27th day of June 2016.

Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office, this 27th day of June 2016.

Brigid Weber, Clerk of the

Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2017 - 24

AN ORDINANCE AMENDING CHAPTER 18 (EMERGENCY MANAGEMENT AND SERVICES), ARTICLE 2 (EMERGENCY COMMUNICATION), SECTION 18-32 (ETS BOARD) OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD TO DISSOLVE THE BROOKFIELD EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF BROOKFIELD'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF MARCH 2017

Published in Pamphlet form by Authority of the Corporate Authorities of the Village of Brookfield, Illinois this 27th day of March 2017.

ORDINANCE NO. 2017 - 24

AN ORDINANCE AMENDING CHAPTER 18 (EMERGENCY MANAGEMENT AND SERVICES), ARTICLE 2 (EMERGENCY COMMUNICATION), SECTION 18-32 (ETS BOARD) OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD TO DISSOLVE THE BROOKFIELD EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF BROOKFIELD'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

WHEREAS, the Village of Brookfield (the "Village" or "Brookfield") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Chapter 18 (Emergency Management And Services), Article 2 (Emergency Communication), Section 18-32 (ETS Board) of the Code of Ordinances of the Village of Brookfield, as amended (the "Code");

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws;

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board"

("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions;

WHEREAS, the corporate authorities of the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside") (collectively referred to as the "Participating Agencies" or "Villages") have each adopted resolutions that approve an intergovernmental agreement entitled "Intergovernmental Agreement entered into by the Villages of Brookfield, North Riverside and Riverside to Establish an Intergovernmental Cooperative Venture Known as 'West Central Consolidated Communications' ("WC3") for the Operation and Maintenance of a Combined Dispatch and Communication System" (the "WC3 Intergovernmental Agreement") that provides for the establishment of intergovernmental cooperative venture known as the "West Central Consolidated Communications" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") (the "WC3 Intergovernmental Agreement"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3's Joint Emergency Telephone System Board ("WC3 JETSB"). The Villages were authorized to approve the WC3 Intergovernmental Agreement") pursuant to Article VII. Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS

753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code § 725.200(i));

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and as set forth under Article V (Finances), Section 5.19 (Termination of Operation of Local Emergency Telephone System Board by Participating Agencies) of the WC3 Intergovernmental Agreement, the Villages agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP") or such other governmental agency with regulatory oversight authority;

WHEREAS, under Article VI (Operating Board), Section 6.0 (Composition) of the WC3 Intergovernmental Agreement, the members of the WC3's Operating Board shall also serve as the members of WC3's Joint Emergency Telephone System Board ("WC3 JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 et seq.);

WHEREAS, in order to participate in the WC3 under the WC3 Intergovernmental Agreement, each of the Villages is required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance;

WHEREAS, the President and Board of Trustees of the Village of Brookfield desire to amend the provisions of Chapter 18 (Emergency Management and Services), Article 2 (Emergency Communication), Section 18-32 (ETS Board) of the Code to recognize the Village's participation in the WC3 Intergovernmental Agreement and the establishment of WC3's JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 and WC3's JETSB by the 9-1-1 Administrator of the IDSP or such other governmental agency with regulatory oversight authority; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code § 725.200(i)), the President and Board of Trustees of the Village of Brookfield find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below;

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Chapter 18 (Emergency Management and Services), Article 2 (Emergency Communication), Section 18-32 (ETS Board) of the Code of Ordinances of the Village of Brookfield, as amended, shall be further amended to read in its entirety as follows:

CHAPTER 18 (EMERGENCY MANAGEMENT AND SERVICES) ARTICLE 2 (EMERGENCY COMMUNICATION)

SECTION 18-32 (JOINT EMERGENCY TELEPHONE SYSTEM BOARD)

18-32-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

18-32-2: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

18-32-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

18-32-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

- A. Establishment. Pursuant to **Resolution No. 16-1050** (adopted on June 27, 2016), the Village approved an intergovernmental agreement entitled "Intergovernmental Agreement entered into by the Villages of Brookfield, North Riverside and Riverside to Establish an Intergovernmental Cooperative Venture Known as 'West Central Consolidated Communications' ("WC3") for the Operation and Maintenance of a Combined Dispatch and Communication System" (the "WC3 Intergovernmental Agreement") that provided for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3's Joint Emergency Telephone System Board ("WC3 JETSB").
- B. Membership; Authority and Duties. The members of WC3's Joint Emergency Telephone System Board shall be comprised of the members of the WC3's Operating Board. The authority and duties of WC3's Joint Emergency Telephone System Board shall be governed by Article VI (Operating Board) of the WC3

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Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

18-32-2: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

- A. Dissolution of Local ETSB. Pursuant to **Ordinance No. 2017-23 (adopted March 27, 2017),** the Village's ETSB was dissolved effective upon the date of the regulatory approval of the WC3 and WC3's JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.
- B. Re-instatement of Local ETSB. In the event the Village withdraws from participation in the WC3, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ESTB or join another joint emergency telephone system board.

18-32-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

- A. Use of ETSB Funds. Under the WC3 Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.).
- B. Surcharge Funds. Upon dissolution of the Village's ETSB and subject to the terms of the WC3 Intergovernmental Agreement and the Village's continued participation in WC3, all monies received or collected by the Village that are intended to be used to pay for the operation, upgrade and maintenance of WC3's System from any surcharge or revenue source authorized by any federal or state law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the WC3 for deposit and expenditure by the WC3 JETSB in accordance with applicable federal or state law.

SECTION 3: This ordinance shall become effective and enforceable only upon the following conditions being met:

A. Adoption by each of the Participating Agencies of a resolution approving the Intergovernmental Agreement.

- B. Adoption by the other two Participating Agencies (North Riverside and Riverside) of code amendment ordinances that enact the same or substantially the same code amendments as found in this ordinance.
- C. Regulatory approval of the WC3 and WC3's JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.

SECTION 4: To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Code of Ordinances of the Village of Brookfield, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 5: Any ordinance or portion thereof, in conflict with this ordinance is repealed to the extent of such conflict. Except as to the above amendments, all titles, chapters, articles and sections of the Code of Ordinances of the Village of Brookfield, as amended, shall remain in full force and effect.

SECTION 6: Each section, paragraph, clause and provision of this ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this ordinance, nor any part thereof, other than that part affected by such decision.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by state law.

ADOPTED this 27th day of March 2017 pursuant to a roll call vote as follows:

Ayes: Trustees Evans, Gilhooley,

LeClere, and Ryan

Nays: None

Absent: Trustees Garvey and Oberhauser

Abstention: None

APPROVED by me this 27th day of March 2017.

Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois

ATTESTED, filed in my office, and published in pamphlet form this 27th day of March, 2017.

Brigid Weber/Clerk of the Village of Brookfield, Cook County, Illinois

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)
	CLERK'S CERTIFICATE

I, Brigid Weber, Clerk of the Village of Brookfield, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my office, entitled:

AN ORDINANCE AMENDING CHAPTER 18 (EMERGENCY MANAGEMENT AND SERVICES), ARTICLE 2 (EMERGENCY COMMUNICATION), SECTION 18-32 (ETS BOARD) OF THE CODE OF ORDINANCES OF THE VILLAGE OF BROOKFIELD TO DISSOLVE THE BROOKFIELD EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF BROOKFIELD'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3")

which ordinance was passed by the Board of Trustees of the Village of Brookfield at a regular Village Board meeting on the 27th day of March 2017, at which meeting a quorum was present and approved by the Village President of the Village of Brookfield on the 27th day of March 2017.

I further certify that the vote on the question of the passage of said ordinance by the Board of Trustees of the Village of Brookfield was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Brookfield and that the result of said vote was as follows, to-wit: Aves: Trustees Evans, Gilhooley,

LeClere, and Ryan

Nays: None

Absent: Trustees Garvey and Oberhauser

Abstention: None

I do further certify that the original ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Brookfield this 27th day of March 2017.

SEAL

ORDINANCE NO. 2017 - 23

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF BROOKFIELD

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 27TH DAY OF MARCH 2017

Published in Pamphlet form by Authority of the Corporate Authorities of the Village of Brookfield, Illinois, this 27th day of March 2017.

ORDINANCE NO. 2017 - 23

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF BROOKFIELD

WHEREAS, the Village of Brookfield (the "Village" or "Brookfield") has established and operated an Emergency Telephone System Board ("Brookfield ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Section 18-32 entitled "ETS Board" of Article 2 entitled "Emergency Communication" of Chapter 18 entitled "Emergency Management and Services" of the Code of Ordinances of the Village of Brookfield, as amended;

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"); and the Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws;

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharges pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions:

WHEREAS, the corporate authorities of the Village of Brookfield, an Illinois

municipal corporation, the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside") (collectively referred to as the "Participating Agencies" or "Villages") have adopted resolutions that approve an intergovernmental agreement entitled "Intergovernmental Agreement entered into by the Villages of Brookfield, North Riverside and Riverside to Establish an Intergovernmental Cooperative Venture Known as 'West Central Consolidated Communications' ("WC3") for the Operation and Maintenance of a Combined Dispatch and Communication System" (the "WC3 Intergovernmental Agreement") that provides for the establishment of an intergovernmental cooperative venture known as the "West Central Consolidated Communications'" (also referred to as "WC3") for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "WC3 Intergovernmental Agreement"). The WC3 Intergovernmental Agreement also provides for the creation of the WC3's Joint Emergency Telephone System Board. The Villages were authorized to approve the WC3 Intergovernmental Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code § 725.200(i));

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and as set forth under Article V (Finances), Section 5.19 (Termination of Operation of Local Emergency Telephone System Board by Participating Agencies) of the WC3 Intergovernmental Agreement, the Villages agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the WC3 and the regulatory approval of the WC3 by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code § 725.200(i)), the President and Board of Trustees of the Village find that dissolving the Brookfield ETSB subject to (1) the use of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 Brookfield ETSB budget; and (2) the termination of the Brookfield ETSB shall be effective only upon the regulatory approval of the WC3 by the 9-1-1 Administrator of

the Illinois Department of State Police or such other governmental agency with regulatory oversight authority is in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, County of Cook, Illinois as follows:

<u>Section 1</u>. Recitals. The foregoing recitals are a material part of this ordinance and are incorporated herein as if they were fully set forth in this section.

Section 2. Dissolution of the Brookfield ETSB. The corporate authorities of the Village hereby direct that the Brookfield ETSB shall cease operating as an emergency telephone system board and shall thereafter be dissolved, effective upon the regulatory approval of the WC3 by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight and that any of its remaining surcharge funds shall be used to pay for budgeted items or obligations that exist in its current 2016/2017 Brookfield ETSB budget. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this ordinance.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

<u>Section 4.</u> Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 5. Effective Date. This ordinance shall take effect upon its passage,

approval and publication in pamphlet form.

ADOPTED this 27th day of March, 2017 pursuant to a roll call vote as follows:

Ayes: Trustees Evans, Gilhooley,

LeClere, and Ryan

Nays: None

Absent: Trustees Garvey and Oberhauser

Abstention: None

APPROVED by me this 27th day of March, 2017.

Kit P. Ketchmark, President of the Village of Brookfield, Cook County, Illinois

ATTESTED, filed in my office, and published in pamphlet form this 27th day of March, 2017.

Brigid Weber, Clerk of the Village of Brookfield, Cook County, Illinois

RESOLUTION NO. 17-R001

A RESOLUTION APPROVING AND AUTHORIZING
AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION ON WC3
OPERATING BOARD AND WC3 JETSB AND DELIVERY OF
9-1-1 DISPATCHING AND EMERGENCY COMMUNICATIONS SERVICES BY WEST
CENTRAL CONSOLIDATED COMMUNICATIONS
TO THE VILLAGE OF MCCOOK, ILLINOIS

(West Central Consolidated Communications)

WHEREAS, in calendar year 2016, the West Central Consolidated Communications, an intergovernmental cooperative venture ("WC3"), was established by an intergovernmental agreement ("WC3 IGA") entered into by the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside"), (collectively referred to as the "Participating Agencies") in order to operate and maintain a centralized, combined emergency services dispatch and communications system with 9-1-1 services and wireless E-9-1-1 services and a public safety answering point ("PSAP" or "WC3 PSAP") (collectively, the "System") that serves the Participating Agencies and also serves other units of local government under service agreements. The WC3 PSAP is located at the North Riverside Police Station, 2359 South Des Plaines Avenue, North Riverside, Illinois. The WC3 IGA also established a joint emergency telephone system board ("WC3 JETSB") to collect and authorize the expenditure of 9-1-1 surcharge funds and 9-1-1 grant funds and further created an "Operating Board" to oversee the operations of the System; and

WHEREAS, the Village of McCook, Cook County, Illinois, is a home rule Illinois municipality ("McCook"), with its Village Hall and Public Safety Facility (Fire Station and Police Station) located at 5000 South Glencoe Avenue, McCook, Illinois. As part of entering into a service agreement for receiving 9-1-1 emergency dispatch and communications services from WC3, McCook will no longer operate its own combined dispatch center and PSAP and agrees to adopt an ordinance that dissolves its local emergency telephone system board ("ETSB"); and

WHEREAS, the WC3 and McCook desire to enter into an agreement entitled, "Intergovernmental Agreement For Participation On WC3 Operating Board And WC3 JETSB And Delivery Of 9-1-1 Dispatching And Emergency Communications Services By West Central Consolidated Communications To The Village Of McCook, Illinois" (the "Agreement")" in order to allow WC3 to deliver 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance, public safety and other emergency communications systems (the "Services") to McCook as a "fee-for-service customer" of the WC3. The Agreement contains the terms on which McCook agrees to be a fee-for-service customer of WC3 and to receive and pay for such Services. By approving this Agreement, McCook agrees that it is not joining or becoming a member of

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the WC3 nor is the WC3 IGA amended by this Agreement to admit McCook as a member of the WC3. A copy of the Agreement is attached to this Resolution as **Exhibit "A"** and made a part hereof; and

WHEREAS, under the attached Agreement, McCook will have the right to participate on the WC3 Operating Board and the WC3 JETSB as a non-voting member on each of those Boards. Pursuant to this Agreement, the WC3 JETSB will collect and expend the 9-1-1 surcharge funds and 9-1-1 grant funds allocated to McCook in satisfaction of McCook's financial obligations under the Agreement. McCook understands that, if its allocation of 9-1-1 surcharge funds and 9-1-1 grant funds do not cover all of its financial obligations under the Agreement, then McCook agrees to pay additional funds to the WC3, as provided for in the Agreement, to fully satisfy its financial obligations to the WC3; and

WHEREAS, the Board of Directors of the West Central Consolidated Communications, Cook County, Illinois and the corporate authorities of the Village of McCook, Cook County, Illinois find that it is in their own respective and collective best interests and in the public's best interests to approve and enter into the attached Agreement (Exhibit "A") because it will protect the health, welfare and safety of the individuals served by the WC3 PSAP and McCook, and further find that they are authorized by applicable State law, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the Illinois Administrative Code (83 III. Admin. Code, § 725 and § 1325.415) to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS, COOK COUNTY, ILLINOIS. AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Directors of the West Central Consolidated Communications, Cook County, Illinois approves and authorizes entry into an agreement entitled, "Intergovernmental Agreement For Participation On WC3 Operating Board And WC3 JETSB And Delivery Of 9-1-1 Dispatching And Emergency Communications Services By West Central Consolidated Communications To The Village Of McCook, Illinois", a copy of which is attached to this Resolution as Exhibit "A" and made a part hereof. In addition, the Board of Directors of the West Central Consolidated Communications, Cook County, Illinois authorizes and directs the Chair and the Secretary, or their designees, to execute and submit a signed original signature page of

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the Agreement, certified copies of this Resolution, and such other documents as are necessary to fulfill all of the applicable obligations under the Agreement.

ADOPTED this Z7 day of March , 2017	, pursuant to a roll call vote as
follows:	
AYES: Fences, Sbiral, Belininte	
NAYS: NA	
ABSENT: NA	
APPROVED this day of, 2017 the West Central Consolidated Communications, Cook Cothe Secretary, on the same day.	, by the Board of Directors of bunty, Illinois, and attested by
BOARD OF DIRECTORS, WEST CENTRAL CONSOLIDATED COMMUNICATIONS	
By: USO Janes	
Dessica Francis	, Chair
Date: 4.12.17	
ATTEST:	
By: Jan 1900 = 8	
JASON RODGERS	, Secretary
Date: 4-12-17	

Exhibit "A"

Intergovernmental Agreement For Participation On WC3
Operating Board And WC3 JETSB And Delivery Of
9-1-1 Dispatching And Emergency Communications Services
By West Central Consolidated Communications
To The Village Of McCook, Illinois

(West Central Consolidated Communications and Village of McCook, Illinois)

(attached)

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) SS
COUNTY OF COOK) CERTIFICATE
I, Jacob Colon , the duly appointed and qualified Secretary of the Board of Directors of the West Central Consolidated Communications, Cook County Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled: RESOLUTION NO. 17-1001
A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION ON WC3 OPERATING BOARD AND WC3 JETSB AND DELIVERY OF 9-1-1 DISPATCHING AND EMERGENCY COMMUNICATIONS SERVICES BY WEST CENTRAL CONSOLIDATED COMMUNICATIONS TO THE VILLAGE OF MCCOOK, ILLINOIS
(West Central Consolidated Communications)
which was passed by the Board of Directors at a regular meeting held on the day o
I further certify that the vote on the question of the passage of the said Resolution by the Board of Directors was taken by the Ayes and Nays and recorded in the Journa of Proceedings of the Board of Directors and that the result of said vote was as follows to-wit:
AYES: Fanos, Soiral, Solmote
NAYS: N/A
ABSENT: V/F
I do further certify that the original Resolution, of which the attached is a true copy is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Directors of the West Central Consolidated Communications, Cook County Illinois, this day of, 2017.
Sitson Roofees, Secretary
Estson Roobels , Secretary

INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION ON WC3 OPERATING BOARD AND WC3 JETSB AND DELIVERY OF 9-1-1 DISPATCHING AND EMERGENCY COMMUNICATIONS SERVICES BY WEST CENTRAL CONSOLIDATED COMMUNICATIONS TO THE VILLAGE OF MCCOOK, ILLINOIS

(West Central Consolidated Communications and Village of McCook, Illinois)

This "Intergovernmental Agreement for Participation on WC3 Operating Board and WC3 JETSB and Delivery of 9-1-1 Dispatching and Emergency Communications Services by West Central Consolidated Communications to the Village of McCook, Illinois" (the "Agreement") is entered into this day of , 2017, by the West Central Consolidated Communications ("WC3"), a public agency established in calendar year 2016 by an intergovernmental agreement to operate its own combined dispatch center and a public safety answering point ("PSAP" or "WC3 PSAP"), and the Village of McCook, Cook County, Illinois, a home rule Illinois municipality ("McCook" or "Customer"). Within this Agreement, WC3 and McCook may at times be referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the WC3 operates the WC3 PSAP, which is located at the North Riverside Police Station, 2359 South Des Plaines Avenue, North Riverside, Illinois. The current service territory of the WC3 generally includes: the Village of Brookfield ("Brookfield"), the Village of North Riverside ("North Riverside") and the Village of Riverside ("Riverside"). The Villages of Brookfield, North Riverside and Riverside are parties to the intergovernmental agreement that established the WC3 (the "WC3 IGA") and are referred to as the WC3's "Participating Agencies"; and

WHEREAS, this Agreement sets forth the terms on which the WC3 agrees to deliver 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance, public safety and other emergency communications systems (the "Services") to McCook as a "fee-for-service customer" of the WC3, and also contains the terms on which McCook agrees to be a fee-for-service customer of WC3 and to receive and pay for such Services; and

WHEREAS, by approving this Agreement, McCook agrees that it is not joining or becoming a member of the WC3 nor is the WC3 IGA amended by this Agreement to admit McCook as a member of the WC3. Under this Agreement, McCook shall become a non-voting member of the WC3's Operating Board and joint emergency telephone system board (the "WC3 JETSB"), as those terms are defined in the WC3 IGA, subject to the provisions of the WC3 IGA, as amended, and this Agreement. As part of entering into this Agreement, McCook will no longer operate its own combined dispatch center and public safety answering point ("PSAP") and agrees to adopt an ordinance that dissolves its local emergency telephone system board ("ETSB"). Pursuant to this Agreement, the WC3 JETSB will collect and expend the 9-1-1 surcharge funds and 9-1-1 grant funds allocated to McCook in satisfaction of McCook's financial obligations under this Agreement. McCook understands that, if its allocation of 9-1-1 surcharge funds and 9-1-1 grant funds do not cover all of its financial obligations under this Agreement, then McCook agrees to pay additional funds to the WC3, as provided for in this Agreement, to fully satisfy its financial obligations to the WC3; and

WHEREAS, upon approval of and implementation of this Agreement, the service territory of the WC3 shall expand to include McCook's territorial boundaries for the duration of this Agreement; and

WHEREAS, the Parties are authorized to approve and enter into this Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State

Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725 and § 1325.415); and

WHEREAS, the respective corporate authorities of the WC3 and McCook have authorized and directed the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and obligations provided for under this Agreement, the Parties agree as follows:

<u>Section 1. Incorporation.</u> Each of the Whereas paragraphs contained in the Recitals above are incorporated by reference as material provisions of this Section 1 of this Agreement and govern the Parties.

<u>Section 2. Definitions</u>. When used in this Agreement, the below listed defined terms shall have the following meanings:

- A. PSAP means: Public 5afety Answering Point, as defined by the Emergency Telephone 5ystems Act (50 ILCS 750/1 et seq.).
- B. ANI/ALI means: Automatic Number Identification/Automatic Location Identification.
- C. CAD System means: Computer Aided Dispatch System.
- D. Claim means: Any and all losses, complaints, demands for relief, damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation, litigation expenses, amounts paid in settlement, and/or any other amount for which the WC3 or its employees, WC3 agents or its Participating Agencies become legally and/or contractually obligated to pay, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation or the common law, whether in law or equity, tort, contract or otherwise, and/or whether commenced or threatened.
- E. Customer's Service Territory means: The territory within the Village of McCook, Illinois and any other territory outside of the jurisdictional boundaries of McCook, but that McCook is contractually obligated to deliver public safety services with its public safety employees, customers or independent customers (i.e., police department employees, fire department, ambulance service provider, and Designated Emergency Medical Service Providers), which is described and shown on the copy of the "McCook Service Territory Map" which is attached hereto as Exhibit "A"/ and made a part hereof.
- F. Designated Emergency Medical Service Provider means: The agency, corporation or entity designated by the Customer to provide Emergency Medical Services within or outside of the Customer's Service Territory on behalf of or at the direction of the Customer, including, but not limited to, all uniformed, non-uniformed, civilian, command, volunteer, administrative and/or supervisory personnel employed by this agency, corporation or entity and any persons acting by, though, under or in concert with any of them.
- G. Emergency Medical Dispatch Service means: Any emergency or non-emergency communications received by the WC3 PSAP which, in the sole judgment of the WC3, requests or requires Emergency Medical Service by the Customer's Designated Emergency Medical Service Provider, and all subsequent WC3 PSAP communications or attempted communications designed or intended to effectuate delivery of Emergency Medical Services within the Customer's Service Territory.

- H. Emergency Medical Service means: The emergency medical services personnel, ambulances, vehicles and equipment required for transport or treatment of an individual requiring medical first response life support, basic life support, limited advanced life support or advanced life support.
- Public Safety Services means: Any emergency or non-emergency services provided by public safety employees, customers or independent customers (i.e., police department employees, fire department, ambulance service provider and Designated Emergency Medical Service Providers).
- J. Services means: 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance and other emergency communications systems, including Emergency Medical Dispatch Services and Public Safety Services, that are provided by the WC3 through its WC3 PSAP to the Customer or its Designated Emergency Medical Service Provider(s).
- K. Each of the definitions set forth in the Emergency Telephone Systems Act (50 ILCS 750/1 et seq.) and in the WC3 IGA are incorporated by reference into this Agreement.

Section 3. Term; Effective Date; Commencement of Services; Service Territory Update Filing.

- A. Term. The term of this Agreement shall be for a period of time that covers three (3) consecutive calendar years, commencing from the Effective Date of this Agreement to the end of that particular calendar year ("First Service Year"; a partial calendar year), and then the next two (2) subsequent calendar years (the "Second Service Year" and "Third Service Year") (collectively the "Term"), unless this Agreement is either mutually terminated by the Parties or terminated earlier by either Party, subject to delivery of written notice to the other Party of the termination of this Agreement. This Agreement may be terminated in accordance with Section 12 (Termination) below. Notice of termination shall comply with the notice provision set forth in Section 1S.D. (Notice) below. The Parties, by mutual agreement, may approve one or more addenda to this Agreement to extend the Term.
- B. **Effective Date.** The Effective Date of this Agreement is the date on which the last signatory executes this Agreement, after the corporate authorities of both Parties have approved and authorized the execution of this Agreement. The Effective Date shall be inserted into the first paragraph of this Agreement.
- C. Commencement of Services. Regardless of the Effective Date of this Agreement by the Parties, the date that the WC3 PSAP actually commences providing Services to McCook under this Agreement shall be a mutually agreed upon date, in writing, that the WC3 PSAP is technically and operationally able to provide the Services to the Customer and its Designated Emergency Medical Service Provider(s), and the Customer and its Designated Emergency Medical Service Provider(s) are technically and operationally able to receive the Services (the "Commencement Date"). It is anticipated that the Commencement Date will be January 1, 2018, subject to the WC3 receiving regulatory approval and authorization from the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator") to deliver such Services to the Customer and its Designated Emergency Medical Service Provider(s).
- D. **Service Territory Update Filing with the Illinois Department of State Police.** The Parties agree to file the required application and supporting documents to update their respective filings with the Illinois Department of State Police to inform the 9-1-1 Administrator of the change in the WC3 Service Territory and the change in the Customer's Service Territory.

Section 4. Scope of Services; WC3 Personnel; Additional Activities by WC3.

- A. **Scope of Services.** During each Service Year and in exchange for payment of the Annual Service Fees set forth in Section 5 (Annual Service Fees) below, WC3 agrees to provide only the below listed Services to the Customer and these Services shall be delivered on a 24-hour-per-day, 7-day-per-week basis:
 - (a) Accept and promptly transmit to the appropriate person or entity or agency, or Designated Emergency Medical Service Provider(s), all emergency and non-emergency calls for public safety

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- services, police, fire, ambulance and other emergency services, and activate sirens, alarms and other emergency signals as necessary.
- (b) Serve as the 9-1-1 PSAP for the Customer, using equipment, systems and procedures which comply with applicable laws.
- (c) Accept and promptly transmit to the appropriate person or entity or agency, or Designated Emergency Medical Service Provider(s), all calls to the main telephone number of the McCook Police Department [708-447-1234], including both emergency and non-emergency calls, according the highest priority to calls for emergency services.
- (d) Monitor radio traffic on both emergency and non-emergency frequencies, and receive and transmit, as appropriate, radio calls from field units.
- (e) Obtain emergency look-ups when requested by the Customer's Police Department, including warrant checks, NCIC/SCIC information, motor vehicle and driver information from the LEADS or Illinois Secretary of State, Department of Motor Vehicles, and other look-ups.
- (f) Provide a centralized point for command and control during emergency situations.
- (g) Maintain written operating procedures for receiving and responding to all calls and provide such procedures and any updates to the Customer.
- (h) Maintain a log of all calls received and dispatched for the Customer.
- (i) Provide regular reports of activities, through the WC3 Executive Director, to the Customer's Police Chief / Director of Public Safety.
- (j) Operation of a Computer Aided Dispatch ("CAD") System.
- B. WC3 Personnel. The Services provided pursuant to this Agreement shall be performed by personnel to be hired, paid and supervised by WC3, using the WC3 PSAP or its backup PSAP (if necessary due to an emergency situation).
- C. **Delivery of Additional Services beyond the Services.** WC3, at its sole option, may agree to provide additional types of dispatching and communications services to the Customer, but only after the Parties negotiate, approve and execute an addendum that, at a minimum, identifies the "Additional Services," the terms of delivery and receipt of such Additional Services, and the fee payable to WC3 for providing the Additional Services to the Customer.

Section 5. Annual Service Fees; Capital Contributions; Supplemental Fees.

A. Annual Service Fees. The Customer shall pay to WC3 the following Annual Services Fees according to the following schedule that is based on an annual three percent (3%) escalator:

•	First Service Year (Commencement Date to calendar year end):	\$150,000.00
	(Annual Service Fees to be prorated and payable	
	based on number of actual days of Service divided by 365 days)	
•	Second Service Year :	\$154,500.00
•	Third Service Year :	\$159,135.00

- B. **Payment Schedule.** Payment of the Annual Service Fees shall be made as follows, or on such other payment schedule as mutually agreed to in writing by the Parties:
 - Each Service Year: Payment is payable in four (4) equal installments (unless prorated due to a partial Service Year), with the first payment due on the Commencement Date, and with the remaining three (3) or fewer payments due on the thirtieth (30th) day of April, July and October, respectively.
 - Payments, late payments and interest on unpaid balances are subject to the Local Government Prompt Payment Act (SO ILCS SO5/1 et seq.), unless the Parties mutually agree to waive the interest payment.

C. Credit for Surcharge Payments.

- Emergency Telephone System Fund. During the term of this Agreement, and subject to the (a) Customer using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget, the Customer shall be obligated to forward and/or direct that all other surcharge funds it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act, 50 ILCS 750/1 et seq. ("Surcharge Funds"), be sent to the WC3 to be applied first to pay the financial obligations of the Customer under this Agreement and then for use by the WC3 for allowable purposes under the Emergency Telephone System Act, as amended, or other applicable laws. The Customer shall be credited for the deposit of its Surcharge Funds into WC3's Emergency Telephone System Fund and such credit shall be applied to the Annual Service Fees and to any other fees and charges, as directed by the Customer. All expenditures of Surcharge Funds deposited into WC3's Emergency Telephone System Fund shall be used in compliance with Subsection 15.4(c) of the Emergency Telephone System Act, as amended, or other applicable laws. Surcharge Funds retained by the Customer shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Emergency Telephone System Act and the Customer's ordinances. The term "Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Emergency Telephone System Act.
- Wireless Service Emergency Fund. During the term of this Agreement and subject to the (b) Customer using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2016/2017 ETSB budget, the Customer shall be obligated to forward and/or direct that all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.; now repealed) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) (collectively "Wireless Surcharge Funds"), be sent to the WC3 to be applied first to pay the financial obligations of the Customer under this Agreement and then for use by the WC3 for allowable purposes under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. The Customer shall be credited for the deposit of its Wireless Surcharge Funds into WC3's Wireless Emergency Telephone System Fund or its Prepaid Wireless 9-1-1 Surcharge Fund, and such credit shall be applied to the Annual Service Fees, as directed by the Customer. All expenditures of Wireless Surcharge Funds deposited into WC3's Wireless Emergency Telephone System Fund and the Prepaid Wireless 9-1-1 Surcharge Fund shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by the Customer shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Customer's ordinances. The term "Wireless Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.
- (c) Compliance with Financial Obligations Contained in the WC3 IGA and this Agreement. The Customer agrees to comply with all of the applicable provisions of Article 5 (Finances) of the WC3 IGA that pertain to its financial obligations to pay for the delivery of Services. The Customer agrees that, if its allocation of 9-1-1 surcharge funds and 9-1-1 grant funds do not cover all of its financial obligations under this Agreement, then the Customer agrees to pay

additional funds to the WC3, as provided for in this Agreement, to fully satisfy its financial obligations to the WC3.

- Capital Contributions. As a condition of approval of this Agreement, the Customer agrees to pay any D. "Capital Contribution and Operating Participation Fees" to the WC3 as determined by the WC3 Board, based on information provided by the Treasurer or any WC3 financial consultant, in order for the Customer to receive or continue to receive the Services set forth in this Agreement, provided that such Fees are either allocated on an equitable, prorated basis among all other WC3 customers who are similarly situated or allocated based on the unique technology, software licenses, equipment and facilities needs or status of the Customer and other WC3 customers. If necessary, the Customer shall pay additional capital contributions needed by the WC3 or the Customer to update the equipment and facilities to allow for the service of the Customer and not diminish the existing service level of the WC3's Participating Agencies and other WC3 customers, as determined by the WC3 Board based on information provided by the Treasurer or the WC3's financial consultant. The WC3, in its sole discretion, shall establish and provide written notice of the allocation of any additional capital contributions payable by the Customer, other WC3 customers and the WC3 Participating Agencies, and of the payment terms of such additional capital contributions. The Customer, at its own cost, shall pay its own vendors to acquire, install and maintain adequate technology, software licenses, equipment and facilities to allow for the service of the Customer under this Agreement.
- E. Supplemental Fees. If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the WC3's matching portion of a grant) of the WC3, the Customer may be obligated to timely pay any supplemental fees assessed by the WC3. To the extent feasible, any Supplemental Fees will be determined and included in each annual budget by the WC3, and advance written notice of such Supplemental Fees will be provided to the Customer. If the Supplemental Fees to be assessed to the Customer are due to unanticipated expenses, debts or liabilities, the Customer has the option to pay the Supplemental Fees and continue under this Agreement, or may avoid paying the Supplemental Fees (unless they relate to an expense, debt or liability that the Customer is directly or indirectly responsible for) and terminate this Agreement, subject to payment of any other outstanding obligations. The WC3, in its sole discretion, shall establish and provide written notice of the allocation of any Supplemental Fees payable by the Customer, other WC3 customers and the WC3 Participating Agencies, and of the payment terms of such Supplemental Fees.
- F. Payment; Invoicing. WC3 shall send, via electronic email delivery, a reminder invoice to the Customer, on or before the first calendar day of each month, that an installment payment for the Services is due. The Customer is obligated, by this Agreement, to pay the installment payments on the due dates as provided by this Section 5. The Customer's payment obligation is not thirty (30) calendar days from the date of each reminder invoice, but on the specified due date in this Agreement, as amended. All installment payments shall be due and payable by Customer without any further notice or demand from the WC3.
- G. Payment Method. Each installment payment shall be made by wire transfer or a check drawn on a Customer account, and shall be made payable to the "West Central Consolidated Communications" and delivered to the attention of: Treasurer of the West Central Consolidated Communications, 2359 South Des Plaines Avenue, North Riverside, Illinois 60546, or in any manner directed by the WC3. Each installment payment shall clearly identify the installment payment being made pursuant to this Agreement. The WC3, in its discretion, may apply any installment payment received from the Customer to any past due amount.
- H. Payment; Default. If the Customer, for any reason, fails to pay the WC3 any monies when and as due under this Agreement, the Customer agrees that the WC3, at its sole option, shall be entitled to pursue or exercise any other legal rights or remedies under this Agreement against the Customer to secure

reimbursement of amounts due to the WC3 under this Agreement. The remedies in this Section shall be available to the WC3 on an ongoing and successive basis if the Customer at any time becomes delinquent in its payments. Notwithstanding any other terms and conditions in this Agreement, if the WC3 pursues any legal action in any court to secure its payment under this Agreement, the Customer agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the WC3 in the collection of any amount owed by the Customer.

Section 6. Communications Equipment and Technology.

- A. Compatibility. Performance of the Services by WC3 shall commence no earlier than and be contingent upon the acquisition, installation, upgrade and maintenance of any equipment, computer hardware or software, radio or other technology and related facilities, including: (a) modification of all radio frequencies utilized by WC3 for emergency response vehicles and personnel operating within the Customer's Service Territory, so that these radio frequencies will be compatible with the radio frequencies utilized by WC3 in connection with its public safety and emergency medical dispatching system; and (b) installation of the telephone line for (708) xxx-xxxx [number to be determined] at the WC3 PSAP. Any necessary acquisitions, installations or upgrades shall be effected promptly by the Customer after the approval of this Agreement by the Parties, with the cooperation of WC3, at the sole expense of the Customer.
- B. Ownership and Control. All equipment, technology infrastructure and other personal property provided by or used by each Party to deliver or receive its portions of the Services under this Agreement (the "Equipment") shall remain owned and insured by each respective Party. Each Party is responsible for the procurement, installation, repair, maintenance, replacement and upgrades to its own Equipment, unless otherwise provided for in an addendum to this Agreement that is mutually approved by the Parties. This Agreement in no way affects the ownership or control of any communications equipment or related technology, including but not limited to phones, servers, computers, laptops, radio transmitters and radios that are owned by each of the Parties. Any alteration or servicing of any communications equipment or related technology used in connection with the Services to be delivered under this Agreement shall remain in the exclusive control of the Party owning the communications equipment or related technology.
 - (a) WC3 Communications Equipment and Technology. The WC3 communications equipment shall be the standard that the Customer must meet in order to receive the Services. The WC3 is not obligated to acquire new equipment or technology or upgrade any of its current equipment or technology to serve the Customer.
 - (b) Customer Communications Equipment and Technology. The Customer, at its own cost, shall be responsible for the acquisition, installation, upgrade and maintenance of any equipment, computer hardware or software, or other technology which is needed to receive and/or send communications between the WC3 PSAP or is unique to the Customer and not a benefit to the WC3 or the WC3 PSAP as a whole. If necessary, and only for the term of this Agreement, the Customer will be granted a temporary license to access the WC3 PSAP to install, leave in place and maintain its equipment (communications equipment) within the WC3 PSAP, provided it does not damage or interfere with the operations of the WC3 PSAP, and further provided that it removes such equipment upon termination of this Agreement. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, and wireless phones and pagers.
 - Acquisition or Upgrade to WC3 Communications Equipment and Technology. If the WC3, in its sole discretion, acquires, alters, replaces or upgrades any of its communications equipment or technology that are used to deliver the Services to the Customer and its other members and Customers, then the Customer, at its cost, shall be required to make similar acquisitions, alterations, replacements, or upgrade its current communications equipment or technology if such changes are necessary to continue to receive the Services. If the WC3 is required to acquire new communications equipment or technology or to upgrade its current communications equipment or technology in order to deliver the Services to the Customer, the Customer agrees to pay for such costs. If the equipment or technology acquisition or upgrade benefits other members or customers

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of the WC3, then the Parties agree to negotiate in good faith a written fee addendum that obligates the Customer to pay a prorated share of the costs that would be incurred by the WC3 for the equipment or technology acquisition or upgrade that accounts for the depreciation and existing useful life of any equipment or technology that is retired or replaced or upgraded early due to the Customer. If the Parties cannot reach any agreement on the prorated cost sharing, then this Agreement may be terminated by either Party or the Services will be delivered under this Agreement without such equipment or technology acquisition or upgrade. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by the Customer or the WC3 shall be resolved under Section 13 (Negotiation) below.

(d) Costing Sharing of New Communications Equipment and Technology. If it is determined at a later date that it is necessary to provide other communications equipment or procedures so as to be able to accomplish the purpose of this Agreement, the Parties may agree to enter into an addendum to this Agreement that identifies the cost obligations of each Party for such additional equipment. To the extent that the Parties desire to share costs of any equipment upgrades or technology infrastructure improvements associated with the delivery of the Services under this Agreement, the Parties may decide to enter into an addendum to this Agreement that specifically governs the cost sharing arrangement.

C. Radio Equipment and Transmissions.

- (a) WC3. The WC3, in its sole discretion, shall operate a radio frequency transmission system ("RFTS"), including a police department-related RFTS and a fire department-related RFTS, as necessary to deliver the Services to the Customer, its other customers and to comply with its obligations under any related intergovernmental agreements such as a backup PSAP agreement. The WC3 shall obtain and comply with all applicable Federal Communications Commission ("FCC"), State, WC3 and local radio license, equipment and operational laws and regulations.
- (b) Customer. The Customer, at its own cost, is required to obtain, maintain and upgrade, as needed, its own radio infrastructure and radio signals to be delivered to the WC3 PSAP or the WC3 Backup PSAP and to receive such radio signals from the WC3 PSAP or the WC3 Backup PSAP in a manner that is compatible with the capabilities of the RFTS, operated by the WC3 PSAP and the WC3 Backup PSAP.

Section 7. Backup PSAP Coverage.

- A. WC3's Backup PSAP. The WC3 maintains an intergovernmental agreement with the City of Berwyn, Illinois that provides for Berwyn's PSAP to serve as the WC3's Backup PSAP in the event that an emergency results in the inability of the WC3's PSAP to function properly.
- B. Services Delivered by WC3's Backup PSAP. In the event an emergency occurs that results in the inability of the WC3's PSAP to provide the Services to the Customer, to the extent feasible, the Services will be provided as follows:
 - (a) The Customer and WC3 will contact the Backup PSAP to advise the Backup PSAP of the need for assistance with the delivery of emergency communications services. The Backup PSAP shall, to the extent of its abilities and resources, temporarily provide emergency communications services consisting of the following:
 - (1) Receiving 9-1-1 telephone calls and routine calls for police, fire and medical services agencies served by the WC3 and the Customer.
 - (2) Directing a response to said calls by either dispatching the appropriate law enforcement unit or fire department personnel or forwarding the call to the appropriate agency for response.
 - (3) Providing ongoing communications support to personnel in the field.

- (4) Documenting 9-1-1 call-related information, such as location, nature of the call and responding units in the CAD System.
- (b) In the event that the WC3's 9-1-1 system fails or is not responsive, 9-1-1 calls not answered by the WC3 will automatically be routed to the Backup PSAP. Information on the ANI/ALI screen, such as location or emergency response agency(s) listed, will alert the call taker that the call originated from the WC3.
- (c) It may be the judgment of the Backup PSAP dispatcher that circumstances require immediate or direct contact with the WC3 or the Customer via radio to relay a message. When possible, the procedure described above in Section 7.B. shall be used.
- (d) The WC3 will continually maintain and provide to the Backup PSAP a list of resources (i.e., primary contact telephone numbers, other information as agreed upon) to enable the Backup PSAP to contact emergency services if that becomes necessary in order to handle the emergency. As changes arise, updated information shall be forwarded as soon as possible.
- (e) The Services provided under this Section shall be provided by the Backup PSAP until such time as the WC3 PSAP is able to operate on its own. Upon restoration of normal emergency communications services at the WC3 PSAP, the Backup PSAP will stop delivering the Services on behalf of the WC3 PSAP.
- (f) It is understood that each Party to this Agreement and the Backup PSAP has finite resources and, depending on the scope of the emergency, the Backup PSAP may not be able to deliver Services at the same level as the WC3 PSAP during the temporary backup service period. Neither Party makes any guarantees or warranties of any kind to the other Party regarding the level of service for the delivery of Services under this Agreement.

Section 8. Obligations of WC3.

- A. **Standards of Performance.** WC3 agrees to maintain personnel, communications equipment and technology, systems, procedures and capabilities as required by applicable law and as otherwise reasonably required to perform the Services in a prompt, efficient and professional manner consistent with applicable regulatory standards within the Chicago metropolitan area.
- B. Training of WC3 Dispatch Personnel. All WC3 dispatch employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Executive Director, in all technical areas and disciplines relating to the provision of the Services and the use of all WC3 PSAP equipment, computers and other technology in accordance with applicable laws and regulations and the WC3 PSAP Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").
- C. Registration and Certification. The WC3 shall communicate with and prepare and file all required documents with the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police and such other local, WC3, state and federal regulatory agencies to obtain and then maintain and update the WC3's regulatory registrations, certifications, licenses and approvals.
- D. No Additional Assistance. Except for the Services expressly contracted for herein, the WC3 and/or any WC3 agent shall not be obligated to provide or assist the Customer or any Designated Emergency Medical Service Provider with any Emergency Medical Services or any other direct, indirect, backup, or supplemental support or emergency medical-related service or protection, of any kind or nature, or be obligated to send any WC3 agent to respond, in any way, to any call for Emergency Medical Services.

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E. **No Modification to WC3 Polices.** This Agreement does not, and is not intended to, obligate or require the WC3 to change, alter, modify or develop any different WC3 dispatch-related procedures, policies and/or standards; purchase or use any special or additional equipment; or, alternatively, prohibit the WC3 from implementing any future communication-related changes that WC3, in its sole judgment and discretion, believes to be in its best interests.

Section 9. Obligations of the Customer.

- A. **No Warranties.** The Customer agrees that this Agreement does not, and is not intended to, include any WC3 warranties, promises or guaranties, of any kind or nature whatsoever, concerning the provision of the Services, except that the WC3 will make a reasonable effort to provide the Services consistent with existing WC3 communications and dispatching policies, procedures, orders and standards.
- B. **Selection of Designated Emergency Medical Service Provider.** Under all circumstances, the Customer shall remain solely and exclusively responsible for all costs and/or liabilities associated with screening, choosing and contracting with a Designated Emergency Medical Service Provider for the provision of Emergency Medical Service as requested by or for the benefit of the Customer or within the Customer's Service Territory.
- C. Responsibility for Customer Equipment. The Customer shall be solely and exclusively responsible, during the Term of this Agreement, for guaranteeing that: (a) all Designated Emergency Medical Service Provider communications equipment will be properly set, adjusted and maintained to receive any Emergency Medical Dispatch Service from the WC3 and/or the WC3 agent and will comply with all current and future applicable WC3 dispatching procedures, policies, standards, technical specifications, and/or any applicable state or federal communication requirements, including, but not limited to, all Federal Communications Commission orders, regulations and policies; (b) the Designated Emergency Medical Service Provider will be adequately trained and will comply with all current and future applicable WC3 dispatching procedures, policies, standards, technical specifications and/or any applicable state or federal communication requirements, including, but not limited to, all Federal Communications Commission orders, regulations and policies; and (c) the Customer shall, at all times, promptly and properly notify the designated WC3 agent of any availability or unavailability of the Designated Emergency Service Provider to receive Emergency Medical Dispatch Service from the WC3.
- D. Responsibility for Designated Emergency Service Provider Equipment. The Customer shall be solely and exclusively responsible for all costs, expenses and liabilities associated with the purchase, lease, operation and/or use of any Designated Emergency Service Provider communications equipment. The WC3 shall not be obligated to provide the Designated Emergency Service Provider with any radio or other communications equipment of any kind. Similarly, the Customer shall not be obligated, under the terms of this Agreement, to supply or provide the WC3 with any additional telephones, telephone lines, radios, other communications equipment or property.
- E. No Control of WC3 Employees or Agents. Neither the Customer nor any Designated Emergency Service Provider shall provide, furnish or assign any WC3 employee or agent with any job instructions, job descriptions, job specifications or job duties, or, in any manner, attempt to control, supervise, train or direct any WC3 employee or agent in the performance of any WC3 duty or obligation under the terms of this Agreement.
- F. Operating Board and WC3 JETSB. The Customer agrees to comply with all of the applicable provisions of Article VI (Operating Board and WC3 JETSB) and Section 8.6. (Resignation and Removal for Non-Attendance or Non-Cooperation) of the WC3 IGA that pertain to its non-voting role on the WC3 Operating Board and the WC3 JETSB.

Section 10. Mutual Obligations.

- A. The WC3 may, at its sole discretion and expense, but is not obligated to, inspect any Customer communications equipment or Designated Emergency Service Provider communications equipment to ensure that it conforms to applicable WC3 dispatching procedures, policies, standards, technical specifications, and/or state and federal law. If the inspection reveals a lack of conformance, the WC3 shall notify the Customer in writing of the specific violations. The Customer shall address and correct such violations, at its own expense, within thirty (30) calendar days of receiving the written notice or present a written plan to WC3 within fifteen (15) calendar days setting forth a procedure for correcting the violations. If the Customer fails to address and/or correct such violations within the time period set forth in this paragraph, the WC3 may terminate and/or cancel this Agreement.
- B. Independent Status. The Services to be provided under this Agreement are considered services to the general public and this Agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the Parties. The Parties shall remain independent public agencies with respect to all services performed under this Agreement. Each Party agrees that the performance of Services under this Agreement is considered mutual aid services, and its respective employees shall not be entitled to any compensation, employment rights or employee benefits of any kind whatsoever from the other Party to this Agreement, including, but not limited to, pension rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation or severance pay.
- C. Independent Contracting Agencies. Neither the WC3 nor any WC3 agent, by virtue of this Agreement or otherwise, shall be considered employees of the Customer or the Customer's Designated Emergency Service Provider. The WC3 and/or any WC3 agents' legal status and relationship to the Customer shall be that of independent contracting agencies. No Customer, Customer agent or Customer Designated Emergency Service Provider employee shall, by virtue of this Agreement or otherwise, be considered an employee, agent, or working under the supervision and control of the WC3 and/or any WC3 agent.
- D. Responsible for Own Employees. The Customer and the WC3 shall each remain the sole and exclusive employer of each of their respective employees. The Customer and WC3 each agree to remain solely and exclusively responsible for the payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pensions, retirement benefits, training expenses, or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment. This Agreement does not, and is not intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any term or condition of employment of any WC3 agent, or any applicable WC3 employment and/or union contract, any level or amount of supervision, any standard of performance, any sequence or manner of performance, and/or any WC3 rule, regulation, training and education standard, hours of work, shift assignment, order, policies, procedure, directive, ethical guideline, etc., which shall solely and exclusively govern and control the employment relationship between the WC3 and/or all conduct and actions of any WC3 agent.
- E. Governance; Direction. The WC3 shall govern or direct the WC3 PSAP operations and personnel and maintenance and staffing of the WC3 PSAP, and the delivery of the Services under this Agreement. The Customer shall govern or direct its public safety operations and personnel and maintenance and staffing of its communications systems in order to receive the Services under this Agreement. Neither Party shall govern or direct the other Party's personnel, operations, equipment or technology. This Agreement does not establish a centralized, combined emergency dispatch and communications system, as the WC3 PSAP and the Customer's communications system will each remain independently owned, staffed and operated.
- F. Records. Each Party agrees to maintain records in regard to this Agreement and the Services performed hereunder in accordance with applicable laws (including the Freedom of Information Act, 5 ILCS 140/1 et seq. and the Local Records Act, 50 ILCS 205/1 et seq.), and shall permit the other Party to inspect and audit

all such records. The records shall be made available at reasonable times during the Term of this Agreement, and for three (3) years after the termination of this Agreement.

Section 11. Compliance with Laws.

- A. Licenses and Approvals. The Parties shall give all notices, pay all fees and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services.
- Compliance with Laws. The Parties shall comply with any and all applicable laws, regulations and rules B. promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act (OSHA) standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, the Occupational Safety and Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission and the EEOC. Each Party shall be operated in conformance with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 III. Admin. Code, § 725 and §1325.415)).

C. Contract Representations.

- (a) **No Collusion.** The Customer represents and certifies that the Customer is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the WC3 or any of its Participating Agencies, unless the Customer is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Customer represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Customer has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Customer shall be liable to the WC3 for any loss or damage that the WC3 may suffer, and this Agreement shall, at the WC3's option, be null and void.
- (b) Conflict of Interest. The Customer represents and certifies that, to the best of its knowledge: (1) no Customer employee or agent is interested in the business of the Customer or this Agreement; (2) as of the Effective Date of this Agreement, neither the Customer nor any person employed or associated with the Customer has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Customer nor any person employed by or associated with the Customer shall, at any time during the Term of this Agreement, obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- D. **Equal Opportunity Employer.** Each Party shall maintain a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. The Parties certify that they are an "Equal Opportunity

Employer" as defined by federal and State laws and regulations, and agree to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity Clause as required by the IDHR's Regulations (44 III. Admin. Code, Part 750, Appendix A). As required by State law and IDHR Regulation, the Equal Opportunity clause is incorporated by reference as though fully set forth herein.

E. Illinois Freedom of Information Act. The definition of a "public record" in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act" (5 ILCS 140/7(2)). Consequently, each Party shall maintain and make available to the other Party, upon request, its public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1, et seq.) and FOIA.

Section 12. Termination; Default; Cure.

A. Termination.

- (a) **Termination by Mutual Agreement.** The Parties may mutually agree to terminate this Agreement, in writing, after the approval of a termination by their respective corporate authorities.
- (b) Termination by WC3.
 - This Agreement shall be subject to termination if a court of competent jurisdiction restricts or limits any of the WC3's rights to provide the Services to the Customer in a manner that prohibits the WC3 from complying with its obligations to the Customer under this Agreement.
 - (2) The WC3, at its sole option, has the right to terminate this Agreement if the Customer fails and defaults with respect to its payment obligations under Section 5.A. (Annual Service Fees; Payments) of this Agreement, and otherwise fails and refuses to cure such default under Section 13 (Negotiation) and Section 12.B. (Default; Cure Period; Relief).
- (c) **Termination by Customer.** The Customer may terminate this Agreement upon sixty (60) calendar days' prior written notice to the WC3, provided that it is not in default under any provision of this Agreement.
- B. Default; Cure Period; Relief. In the event any Party defaults in regard to any obligation under this Agreement, the non-defaulting Party shall send written notice of the default, with a description of the default, and a request that the defaulting Party cure the default. Any Party deemed to be in default under this Agreement by another Party shall have a thirty (30) calendar day cure period to resolve the default to the other Party's satisfaction or to initiate and continue to take actions that are designed to cure the default within a reasonable time period so that the Party in default is in conformance with the terms of this Agreement. In the event that a default is not cured, the non-defaulting Party and the defaulting Party shall participate in the "Dispute Resolution" process contained in Section 13 (Negotiation) below. If the Dispute Resolution process is not successful, then either Party may seek to enforce remedies in Section 15.H. (Remedies) below to enforce the provisions of this Agreement.
- C. **Wind-down after Termination.** Upon the termination of this Agreement, if necessary, the Parties shall work cooperatively to remove their respective Equipment from the other Party's facilities.

<u>Section 13. Negotiation.</u> If a dispute arises between WC3 and the Customer concerning this Agreement, the Parties will first attempt to resolve the dispute by negotiation. Each Party will designate persons to negotiate on their behalf. The Party contending that a dispute exists must specifically identify in writing all issues and present it to the other Parties. The Parties will meet and negotiate in an attempt to resolve the matter. If the dispute is resolved as a result

of such negotiation, there must be a written determination of such resolution, and which must be ratified by the corporate authorities of each Party in order to be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement. Each Party will bear its own costs, including attorneys' fees, incurred in all proceedings in this Section. If the Parties do not resolve the dispute through negotiation, any Party to this Agreement may pursue other remedies under Section 15.H. (Remedies) below to enforce the provisions of this Agreement.

Section 14. Insurance and Liability.

- A. Insurance Required of WC3. The WC3 shall comply with the insurance provisions set forth in Article IX (Insurance) of the WC3 IGA.
- B. **Insurance Required of Customer**. As a condition of approval of this Agreement and during the term of this Agreement, the Customer shall procure and maintain the following minimum amounts of insurance:
 - (a) General Liability: \$1,000,000 minimum per occurrence, \$2,000,000 Aggregate minimum.
 - (b) Employment Related Practices Liability Insurance (EPLI): \$1,000,000 minimum, claims made coverage with prior acts included.
 - (c) Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance: \$1,000,000 per occurrence minimum/claims made coverage with prior acts included. Umbrella coverage should provide additional coverage limits.
 - (d) Automobile Insurance: Physical Damage Coverage for owned vehicles with respective values; and Liability Coverage: \$1,000,000 Combined Single Limit including Uninsured/Underinsured Motorist Coverage. If no "owned" vehicles, then \$1,000,000 Hired and Non-Owned Policy.
 - (e) Workers Compensation: Statutory limits.
 - (f) Umbrella/Excess Liability: \$10,000,000 minimum coverage limits. Follow form coverage to provide excess coverage over General Liability, Automobile Insurance, Directors/Officers and EPLI.
- C. **Proof of Insurance Customer.** The Customer shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms the required coverage under this Agreement, including its participation as a non-voting member of the WC3 Operating Board and the WC3 JET5B and all of the officials, officers, employees, agents, representatives and volunteers of the Customer who perform services, directly or indirectly, for the WC3 (the WC3 Operating Board and the WC3 JETSB), including all persons who are appointed to serve on any WC3 committee or any subcommittee. The certificate of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as "West Central Consolidated Communications" and the "West Central Consolidated Communications Joint Emergency Telephone System Board" (and all of the WC3's officials, officers, employees, agents, representatives and volunteers) are additional insureds of the Customer. Copies of the certificate of insurance and endorsements for the Customer shall be delivered to the Chair of the Board at the same time an executed copy of this Agreement is delivered.
- D. Proof of Insurance WC3. Copies of the certificate of insurance and endorsements maintained by the WC3 in accordance with Article IX (Insurance) of the WC3 IGA and are available to the Customer upon written request.
- E. **Primary Coverage.** In regard to the Services to be delivered by the WC3 to the Customer under this Agreement only, the insurance coverages maintained by the Customer shall be secondary to the insurance coverages maintained by the WC3, for itself and its appointed officials, employees, agents, representatives and volunteers. Any insurance or self-insurance maintained by the WC3, for itself and its appointed officials, employees, agents, representatives and volunteers, shall be the first level of insurance coverage and the Customer's insurance coverages shall be in excess of the WC3's insurance coverages and will not contribute with such insurance coverages. Once the maximum level of insurance coverage maintained by the WC3 is exhausted, the Customer's insurance coverages will take effect on an equal-share basis (e.g., four (4) Participating Agencies will each be responsible for one-fourth of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney's fees and costs and plaintiff attorney's fees and costs).

F. Liability. Subject to the tort immunities and defenses available under applicable laws, the WC3 and the Customer shall each be responsible for their own acts and omissions arising out of or relating to the delivery of the Services or the receipt and actions upon such Services or the performance of any activities pursuant to this Agreement. Except as expressly provided for in this Agreement, the Parties agree that this Agreement does not, and is not intended to, transfer, delegate or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation or liability associated with any governmental function delegated and/or entrusted to either Party under any existing laws or regulations. Each Party shall promptly deliver to the other Party written notice and copies of any Claim, accusation or allegation of negligence or other wrongdoing, whether civil or criminal in nature, that the Party becomes aware of which involves, in any way, the other Party.

Each Party shall be responsible for any Claims made against that Party and for the acts of its employees or agents. Further, the Customer agrees that it shall remain solely and completely liable for any and all Claims that either arose or have their basis in circumstances or events occurring before the Effective Date of this Agreement, including, but not limited to, any wage or benefit issues, any collective bargaining obligations, or any other related employment rights or obligations such as worker or unemployment compensation based upon any person's employment by the Customer prior to the Effective Date of this Agreement.

In any Claims that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including any attorney fees.

Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim.

This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

This Agreement does not, and is not intended to, create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit and/or right to be indemnified, or any other right of any kind in favor of any person, organization, alleged third party beneficiary, or any right to be contractually, legally, equitably or otherwise subrogated to any indemnification or any other rights provided under the terms of this Agreement.

Section 15. General Provisions.

- A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by both Parties.
- B. Assignment. Neither Party shall assign, sublet, sell or transfer its interest in this Agreement or any of its rights or obligations under this Agreement without the prior written, mutual consent of the other Party. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the WC3, the Customer, and their agents, successors and assigns.
- D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered: (1) by personal delivery; (2) by a reputable overnight courier; (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (4) by email delivery to the Party's business email address. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced

by a receipt of deposit; (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) date of delivery of the email. By notice complying with the requirements of this Section 15.D., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Notices shall be addressed to, and delivered at, the following addresses:

West Central Consolidated Communications Village of McCook

North Riverside Police Station

2359 South Des Plaines Avenue

North Riverside, Illinois 60546

Attn: WC3 Executive Director

Village Hall

5000 South Glencoe Avenue

McCook, Illinois 60525

Attn: Mayor

Phone: Phone: 708-447-9030

Email: Email: rbotica@villageofmccook.org

- E. Complete Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by the respective corporate authorities of the Parties.
- F. **Severability.** If any provision of this Agreement or the application of any such provision to either Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
- G. Transferability. The rights or obligations of each Party under this Agreement may not be transferred.
- H. **Remedies.** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. Each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

Force Majeure.

(a) Excuse from Performance.

No Party will be liable in damages to any other Party for delay in the performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event as defined in Section 15.I.(b) (Force Majeure Event) below. If a Party cannot perform under this Agreement due to the occurrence of a Force Majeure Event, then the time period for performance of the Party under this Agreement shall be extended by the duration of the Farce Majeure Event.

(b) Force Majeure Event.

A "Force Majeure Event" means an event not the fault of, and beyond the control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include:

- an "act of God" such as an earthquake, flood, fire, Lake Michigan seiche, tornado, earth movement, or similar catastrophic event;
- an act of terrorism, sabotage, civil disturbance or similar event;
- a strike, work stoppage, picketing, or similar concerted labor action;

- delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain essential materials after diligent and timely efforts; or
- an order or regulation issued by a federal or state regulatory agency after the Effective
 Date or a judgment or order entered by a federal or state court after the Effective Date.

A Force Majeure Event does not include a change in economic or market conditions or a change in the financial condition of a Party to this Agreement.

(c) Notice.

The Party claiming a *Force Majeure* Event excuse must deliver to the other Party a written notice of intent to claim excuse from performance under this Agreement by reason of a *Force Majeure* Event. Notice required by this Section must be given promptly in light of the circumstances. Such notice must describe the *Force Majeure* Event, the services impacted by the claimed event, the length of time that the Party expects to be prevented from performing, and the steps which the Party intends to take to restore its ability to perform its obligations under this Agreement.

<u>Section 16. Third Party Beneficiary.</u> No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made or be valid against the Parties.

<u>Section 17. Provisions Severable.</u> If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 18. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 19. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

<u>Section</u> <u>20.</u> <u>Governing Law.</u> For any legal action between the Parties concerning the interpretation, construction and enforcement of this Agreement, or subject matter thereof, venue shall be in state court or federal court located in the City of Chicago, Cook County, Illinois and the laws of the State of Illinois shall govern the cause of action. In any action involving the interpretation or construction of the terms herein, this Agreement shall not be construed in favor of, or against, either Party.

<u>Section 21. Exhibits.</u> In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control. The following Exhibit is attached to and made a part of this Agreement:

• Exhibit "A": McCook Service Territory Map

<u>Section 22. Waiver.</u> The failure of either Party to enforce any term, condition or covenant (herein referred to as "provision") of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with such provision and every other provision of this Agreement. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing by said Party.

<u>Section 23. Survival.</u> The aforesaid covenants, agreements, representations and warranties shall survive the expiration or termination of this Agreement.

<u>Section 24. Counterpart Execution.</u> This Agreement may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the Board of Directors of the West Central Consolidated Communications and the corporate authorities of the Village of McCook, Illinois have voted at public meetings, in accordance with the Open Meetings Act (5 ILCS 120/1 et seq.), to approve this Agreement, and direct that this Agreement be signed on their behalf by their respective Chairperson or Village President, and the date of the last signatory below shall be the date inserted on page 1 of this Agreement.

West Central Consolidated Communications	Village of McCook
By: Jest En Frances Chair	Name: JEFFREY R. TOBOLSK
Date: <u>Cypril 12</u> , 2017	Date: APPIL 3000 2017
Attest:	Attest:
Name: Spsav ROOGERS	Name: CHAPLES SUBJE
Name: Spsav Footres Secretary	Village Clerk
Date: April 12 , 2017	Date: APPIL 312 .2017

Exhibit "A"

McCook Service Territory Map

(attached)

ORDINANCE NO. 17-8

AN ORDINANCE AMENDING CHAPTER 30 EMERGENCY SERVICES, ARTICLE II, EMERGENCY TELEPHONE SYSTEM BOARD, OF THE CODE OF ORDINANCES, VILLAGE OF MCCOOK, ILLINOIS, TO DISSOLVE THE EMERGENCY TELEPHONE SYSTEM BOARD AND TO RECOGNIZE THE VILLAGE OF McCOOK'S PARTICIPATION ON THE OPERATING BOARD OF THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") AND THE WC3 JOINT EMERGENCY TELEPHONE SYSTEM BOARD

JEFFREY R. TOBOLSKI Mayor

JOHN J. BUBASH, JR.
TERRANCE M. CARR
VICTORIA L. CERNETIG
ROBERT M. MANDEKICH
THOMAS M. PERRIN
KEVIN RUSSELL
Trustees

CHARLES SOBUS, SR. Clerk

LOUIS F. CAINKAR, LTD. Village Attorney

ORDINANCE NO. 17-8

AN ORDINANCE AMENDING CHAPTER 30 EMERGENCY SERVICES, ARTICLE II, EMERGENCY TELEPHONE SYSTEM BOARD, OF THE CODE OF ORDINANCES, VILLAGE OF MCCOOK, ILLINOIS, TO DISSOLVE THE EMERGENCY TELEPHONE SYSTEM BOARD AND TO RECOGNIZE THE VILLAGE OF McCOOK'S PARTICIPATION ON THE OPERATING BOARD OF THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") AND THE WC3 JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the Village of McCook (the "Village" or "McCook") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Chapter 30 (Emergency Services), Article II (Emergency Telephone System Board) of the Code of Ordinances, Village of McCook, Illinois, as amended ("Code"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS. the corporate authorities of the Village of Brookfield. an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside"); (collectively referred to as the "Participating Agencies") approved an intergovernmental agreement ("WC3 Intergovernmental Agreement"), which established an intergovernmental cooperative venture known as West Central Consolidated Communications ("WC3") for the operation and maintenance of a combined dispatch and communication system and for the operation, upgrade and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System"). The WC3 Intergovernmental Agreement also provided for the creation of the WC3'S Joint Emergency Telephone System Board ("WC3 JETSB"). The Village of McCook and WC3 are authorized to approve an intergovernmental agreement for participation on WC3 operating board

and WC3 JETSB and for the delivery of dispatching and emergency communications services pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code. § 725.200(i)); and

WHEREAS, the Mayor and Board of Trustees of the Village of McCook have approved an intergovernmental agreement with WC3 to allow for participation on the WC3 operating board and the WC3 JETSB and for the delivery of dispatching and emergency communications services ("IGA"). Pursuant to the IGA, the Village of McCook agreed to adopt an ordinance that terminates the establishment, authority and operational functions of its local ETSB, subject to the following conditions: (1) the Village of McCook will be allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current ETSB budget; and (2) the termination of the Village of McCook ETSB will be effective only upon the creation of the WC3, the regulatory approval of the WC3 by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP") or such other governmental agency with regulatory oversight authority, and upon the transfer of the Village of McCook's operational functions of its ETSB to the WC3 JETSB; and

WHEREAS, the Mayor and Board of Trustees of the Village of McCook desire to amend the provisions of Chapter 30 (Emergency Services), Article II (Emergency Telephone System Board)) of the McCook Code in compliance with the IGA; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code. § 725.200(i)), the Mayor and Board of Trustees of the Village of McCook find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below.

NOW THEREFORE. BE IT ORDAINED By the Mayor and Board of Trustees of the Village Of McCook. Cook County, Illinois, as follows:

Section 1

The recitals set forth above are incorporated herein and made a part hereof.

Section 2

Subject to the conditions set forth below in Section 3 of this Ordinance, Chapter 30 (Emergency Services). Article II (Emergency Telephone System Board) of the Code of Ordinances. Village of McCook, Illinois, shall be amended to read in its entirety as follows:

ARTICLE II. - EMERGENCY TELEPHONE SYSTEM BOARD

Sec. 30-31. - Establishment; membership; authority and duties:

- A. Establishment. In accordance with a resolution, duly adopted by the Mayor and Board of Trustees, the Village of McCook entered into an intergovernmental agreement with the West Central Consolidated Communications ("WC3") to allow for participation on the operating board of the WC3 and the WC3 Joint Emergency Telephone System Board ("WC3 JETSB").
- B. By approving the intergovernmental agreement with WC3, the Village of McCook became a non-voting member of the operating boards of both WC3 and WC3 JETSB.
- C. Upon approval and implantation of the intergovernmental agreement with WC3, the territorial boundaries of the Village of McCook shall be included in the service territory of the WC3, and WC3 will provide 9-1-1 dispatching and emergency communications services to the Village of McCook.

Sec. 30-2. - Dissolution of local ETSB; re-instatement:

- A. Dissolution of Local ETSB. Pursuant to Ordinance No. 17-8 (adopted April 3, 2017), the Village of McCook ETSB was dissolved effective upon the date of the regulatory approval of the WC3 and WC3'S JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority and upon the transfer of the Village of McCook's operational functions of its ETSB to the WC3 JETSB.
- B. Reinstatement of Local ETSB. In the event the Village of McCook withdraws from participation in the WC3, to the extent permitted by applicable laws and regulations, the village will either take the necessary corporate actions to reinstate its local ETSB or join another joint emergency telephone system board.

Sec. 30-3. - Use of ETSB funds; surcharge funds:

- A. Use of ETSB Funds. Pursuant to the intergovernmental agreement with WC3, the Village of McCook, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current ETSB budget in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.).
- B. Surcharge Funds. Upon dissolution of the Village of McCook's ETSB and subject to the terms of the intergovernmental agreement with WC3 and the Village of McCook's continued participation in WC3, all emergency telephone system and wireless service emergency system surcharge funds received or collected by the Village of McCook that are intended to be used to pay for the operation, upgrade and maintenance of WC3'S System from any surcharge or revenue source authorized by any federal or State law, including

Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the WC3 for deposit and expenditure by the WC3 JETSB in accordance with applicable federal or State law.

Section 3

This Ordinance shall become effective and enforceable only upon the following conditions being met:

- A. Creation and functional operation of WC3 and WC3 Public Safety Answering Point. as defined by the Emergency Telephone System Act.
- B. Approval of resolutions by WC3 and the Village of McCook in which the IGA is approved by and between WC3 and the Village of McCook.
- C. Regulatory approval of the WC3 and WC3's JETSB by the 9-1-1 Administrator of the Illinois Department of State Police or such other governmental agency with regulatory oversight authority.
- D. Transfer of the Village's operational functions of its ETSB to the WC3 JETSB.

Section 4

To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Village Code of the Village of McCook, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

Section 5

Any ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict. Except as to the above amendments, all Titles, Chapters, Articles and Sections of the Village Code of the Village of McCook, as amended, shall remain in full force and effect.

Section 6

Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

Section 7

Upon its passage and approval, as required by law, this ordinance shall be in full force and effect. This ordinance is authorized to be published in pamphlet form.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of McCook, Cook County, Illinois, this 3rd day of April, 2017.

CHARLES SOBUS, SR., Village Clerk

APPROVED by me this 3rd day of April, 2017.

JEFFREY R. TOBOLSKI, Mayor

I DO HEREBY CERTIFY that this ordinance was, after its passage and approval, published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of McCook, in accordance with law, this 3rd day of April, 2017.

CHARLES SOBUS, SR., Village Clerk



CERTIFICATE

I, the undersigned, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of McCook, a municipal corporation, Cook County, Illinois, and, as such, I am the keeper of the records and files and am custodian of the seal of said municipality.

I DO FURTHER CERTIFY as follows:

1. That the foregoing or attached is a complete, true, and correct copy of Ordinance No. 17-8, entitled:

AN ORDINANCE AMENDING CHAPTER 30 EMERGENCY SERVICES, ARTICLE II, EMERGENCY TELEPHONE SYSTEM BOARD, OF THE CODE OF ORDINANCES, VILLAGE OF MCCOOK, ILLINOIS, TO DISSOLVE THE EMERGENCY TELEPHONE SYSTEM BOARD AND TO RECOGNIZE THE VILLAGE OF McCOOK'S PARTICIPATION ON THE OPERATING BOARD OF THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") AND THE WC3 JOINT EMERGENCY TELEPHONE SYSTEM BOARD

2. That it was duly adopted by the governing body of said municipality at its regular meeting held on April 3, 2017.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said municipality on April 3, 2017.

Thele Jobers
Villagé Clerk

RESOLUTION NO. 17-R-3

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE DELIVERY OF 9-1-1 DISPATCHING AND EMERGENCY COMMUNICATIONS SERVICES TO THE VILLAGE OF MCCOOK BY WEST CENTRAL CONSOLIDATED COMMUNICATIONS ("WC3") AND FOR THE VILLAGE OF McCOOK'S PARTICIPATION ON THE WC3 OPERATING BOARD AND THE WC3 JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, in calendar year 2016, the West Central Consolidated Communications, an intergovernmental cooperative venture ("WC3"), was established by an intergovernmental agreement ("WC3 IGA") entered into by the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("Riverside"), (collectively referred to as the "Participating Agencies") in order to operate and maintain a centralized, combined emergency services dispatch and communications system with 9-1-1 services and wireless E-9-1-1 services and a public safety answering point ("PSAP" or "WC3 PSAP") (collectively, the "System") that serves the Participating Agencies and also serves other units of local government under service agreements. The WC3 PSAP is located at the North Riverside Police Station, 2359 South Des Plaines Avenue, North Riverside, Illinois. The WC3 IGA also established a joint emergency telephone system board ("WC3 JETSB") to collect and authorize the expenditure of 9-1-1 surcharge funds and 9-1-1 grant funds and further created an "Operating Board" to oversee the operations of the System; and

WHEREAS, the Village of McCook, Cook County, Illinois, is a home rule Illinois municipality, ("McCook"), with its Village Hall and Public Safety Facility (Fire Station and Police Station) located at 5000 South Glencoe Avenue, McCook, Illinois. As part of entering into a service agreement for receiving 9-1-1 emergency dispatch and communications services from WC3, McCook will no longer operate its own combined dispatch center and PSAP and agrees to adopt an ordinance that dissolves its local emergency telephone system board ("ETSB"); and

WHEREAS, the WC3 and McCook desire to enter into an agreement entitled, "Intergovernmental Agreement for Participation on WC3 Operating Board and WC3 JETSB and Delivery of 9-1-1 Dispatching and Emergency Communications Services by West Central Consolidated Communications to the Village Of McCook, Illinois" (the "Agreement"), in order to allow WC3 to deliver 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance, public safety and other emergency communications systems (the "Services") to McCook as a "fee-for-service customer" of the WC3. The Agreement contains the terms on which McCook agrees to be a fee-for-service customer of WC3 and to receive and pay for such Services. By approving this Agreement, McCook agrees that it is not joining or becoming a member of the WC3 nor is the WC3 IGA amended by this Agreement to admit McCook as a

member of the WC3. A copy of the Agreement is attached to this Resolution as Exhibit "A" and made a part hereof; and

WHEREAS, under the Agreement, McCook will have the right to participate on the WC3 Operating Board and the WC3 JETSB as a nonvoting member on each of those Boards. Pursuant to the Agreement, the WC3 JETSB will collect and expend the 9-1-1 surcharge funds and 9-1-1 grant funds allocated to McCook in satisfaction of McCook's financial obligations under the Agreement. McCook understands that, if its allocation of 9-1-1 surcharge funds and 9-1-1 grant funds do not cover all of its financial obligations under the Agreement, then McCook agrees to pay additional funds to the WC3, as provided for in the Agreement, to fully satisfy its financial obligations to the WC3; and

WHEREAS, the Board of Directors of the West Central Consolidated Communications, Cook County, Illinois and the corporate authorities of the Village of McCook, Cook County, Illinois find that it is in their own respective and collective best interests and in the public's best interests to approve and enter into the Agreement, because it will protect the health, welfare and safety of the individuals served by the WC3 PSAP and McCook, and further find that they are authorized by applicable State law, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the Illinois Administrative Code (83 III. Admin. Code, § 725 and § 1325.415) to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF MCCOOK, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1

Each of the recitals above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2

The Intergovernmental Agreement for Participation on WC3 Operating Board and WC3 JETSB and Delivery Of 9-1-1 Dispatching and Emergency Communications Services by West Central Consolidated Communications to the Village of McCook, Illinois, in substantially the form attached to this Resolution as Exhibit "A," is approved on behalf of the Village of McCook. The Mayor and the Village Clerk, or their designees, are hereby authorized to execute and submit a signed original signature page of the Agreement, certified copies of this Resolution, and such other documents as are necessary to fulfill all of the applicable obligations under the Agreement.

ADOPTED this 3rd day of April, 2017, pursuant to a roll call vote as follows:

AYES: Ca	٠٠.	Bubash	Perci	n, Mande K	tich Con	notic.	Russell
NAYS:	1		/	/	,	d'	1.330.
ABSENT:		_					

This Resolution was adopted by the Mayor and Board of Trustees of the Village of McCook this 3rd day of April, 2017, and deposited in the office of the Village Clerk on such date.

ATTEST:

1001

of April, 2017.

APPROVED by me this 3rd day

JEFFREY R. TOBOLSKI, Mayor

CHARLES SOBUS, SR., Village Clerk

RESOL	LUTION	NO.	
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A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PROVIDING MUTUAL BACKUP OF 9-1-1 DISPATCH AND EMERGENCY COMMUNICATION SERVICES THROUGH USE OF PRIMARY AND BACKUP PUBLIC SAFETY ANSWERING POINTS (West Central Consolidated Communications and The City Of Berwyn, Illinois)

(West Central Consolidated Communications, Cook County, Illinois)

WHEREAS, in calendar year 2016, the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside"), (collectively referred to as the "Participating Agencies"), entered into an intergovernmental agreement, entitled "Intergovernmental Agreement Entered Into By The Villages Of Brookfield, North Riverside And Riverside To Establish An Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "IGA"), for the purpose of establishing an intergovernmental cooperative venture known as the "West Central Consolidated Communications" for the operation and maintenance of a centralized, combined emergency services dispatch and communication system with 9-1-1 services and wireless E-9-1-1 services and a public safety answering point ("PSAP" or "WC3 PSAP") (the "System") that will service each of the Participating Agencies. The WC3 PSAP is located at the North Riverside Police Station, 2359 South Des Plaines Avenue, North Riverside, Illinois; and

WHEREAS, the City of Berwyn, Cook County, Illinois, is a home rule Illinois municipality, ("Berwyn"), that operates its own combined dispatch center and PSAP, known as the "Berwyn PSAP" and is located at 6401 West 31st Street, Berwyn, Illinois ("Berwyn PSAP"); and

WHEREAS, the WC3 and Berwyn desire to enter into an agreement entitled, "Intergovernmental Agreement For Providing Mutual Backup Of 9-1-1 Dispatch And Emergency Communication Services Through Use Of Primary And Backup Public Safety Answering Points (West Central Consolidated Communications and the City of Berwyn, Illinois) (the "Agreement")" to comply with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 Ill. Admin. Code, §725 and § 1325.415)) that require each PSAP in the State of Illinois have a backup plan to provide 9-1-1 Dispatch Services in the event of a disruption in the PSAP's abilities to provide those services at its own primary PSAP facility. A copy of the Agreement is attached to this Resolution as **Exhibit** "A" and made a part hereof; and

WHEREAS, in order to ensure continued delivery of 9-1-1 Dispatch Services in the event that either the WC3 PSAP or the Berwyn PSAP is unable to provide 9-1-1 Dispatch Services due to an emergency such as fire, flood, earthquake, equipment malfunction or any other such cause, the WC3 and Berwyn agree as part of the attached Agreement, to the extent feasible, to serve as temporary backup PSAP facilities for each other until 9-1-1 Dispatch Services can be restored; and

WHEREAS, the Board of Directors of the West Central Consolidated Communications, Cook County, Illinois and the corporate authorities of the City of Berwyn, Cook County, Illinois

find that it is in their own respective and collective best interests and in the public's best interests to approve and enter into the attached Agreement (<u>Exhibit "A"</u>) because it will protect the health, welfare and safety of the individuals served by the WC3 PSAP and Berwyn PSAP, and further find that they are authorized by applicable State law, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the Illinois Administrative Code (83 III. Admin. Code, § 725 and § 1325.415) to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WEST CENTRAL CONSOLIDATED COMMUNICATIONS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Directors of the West Central Consolidated Communications, Cook County, Illinois approves and authorizes entry into an agreement entitled, "Intergovernmental Agreement For Providing Mutual Backup Of 9-1-1 Dispatch And Emergency Communication Services Through Use Of Primary And Backup Public Safety Answering Points (West Central Consolidated Communications and the City of Berwyn, Illinois)", a copy of which is attached to this Resolution as Exhibit "A" and made a part hereof. In addition, the Board authorizes and directs the Chair and the Secretary, or their designees, to execute and submit a signed original signature page for the Agreement, certified copies of this Resolution and such other documents as are necessary to fulfill all of the applicable obligations under the Agreement.

ADOPTED this day of, 201_, purs	uant to a roll call vote as
follows: AYES:	
NAYS:	
ABSENT:	
APPROVED this day of, 201_, by the West Central Consolidated Communications, Cook County, Illin Secretary, on the same day.	e Board of Directors of the nois, and attested by the
BOARD OF DIRECTORS, WEST CENTRAL CONSOLIDATED COM	MMUNICATIONS
By:	
	, Chair
ATTEST:	
Ву:	
	_, Secretary
Date:	

Exhibit "A"

Intergovernmental Agreement For
Providing Mutual Backup Of 9-1-1 Dispatch And
Emergency Communication Services Through Use Of
Primary And Backup Public Safety Answering Points
(West Central Consolidated Communications and the City of Berwyn, Illinois)

(attached)

STATE OF ILLINOIS)
) SS COUNTY OF COOK)
CERTIFICATE
I,, the duly appointed and qualified Secretary of the Board of Directors of the West Central Consolidated Communications, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:
RESOLUTION NO
A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PROVIDING MUTUAL BACKUP OF 9-1-1 DISPATCH AND EMERGENCY COMMUNICATION SERVICES THROUGH USE OF PRIMARY AND BACKUP PUBLIC SAFETY ANSWERING POINTS (West Central Consolidated Communications and The City Of Berwyn, Illinois)
(West Central Consolidated Communications, Cook County, Illinois)
which was passed by the Board of Directors at a regular meeting held on the day of, 201_, at which meeting a quorum was present.
I further certify that the vote on the question of the passage of the said Resolution by the Board of Directors was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Directors and that the result of said vote was as follows, to-wit:
AYES:
NAYS:
ABSENT:

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Directors of the West Central Consolidated Communications, Cook County, Illinois, this __ day of ______, 201_.

369396_1

RESOL	LUTION	NO.	
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A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PROVIDING MUTUAL BACKUP OF 9-1-1 DISPATCH AND EMERGENCY COMMUNICATION SERVICES THROUGH USE OF PRIMARY AND BACKUP PUBLIC SAFETY ANSWERING POINTS (West Central Consolidated Communications and The City Of Berwyn, Illinois)

(City of Berwyn, Cook County, Illinois)

WHEREAS, in calendar year 2016, the Village of Brookfield, an Illinois municipal corporation ("Brookfield"), the Village of North Riverside, an Illinois municipal corporation ("North Riverside"), and the Village of Riverside, an Illinois municipal corporation ("Riverside"), (collectively referred to as the "Participating Agencies"), entered into an intergovernmental agreement, entitled "Intergovernmental Agreement Entered Into By The Villages Of Brookfield, North Riverside And Riverside To Establish An Intergovernmental Cooperative Venture Known As 'West Central Consolidated Communications' ("WC3") For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "IGA"), for the purpose of establishing an intergovernmental cooperative venture known as the "West Central Consolidated Communications" for the operation and maintenance of a centralized, combined emergency services dispatch and communication system with 9-1-1 services and wireless E-9-1-1 services and a public safety answering point ("PSAP" or "WC3 PSAP") (the "System") that will service each of the Participating Agencies. The WC3 PSAP is located at the North Riverside Police Station, 2359 South Des Plaines Avenue, North Riverside, Illinois; and

WHEREAS, the City of Berwyn, Cook County, Illinois, is a home rule Illinois municipality, ("Berwyn"), that operates its own combined dispatch center and PSAP, known as the "Berwyn PSAP" and is located at 6401 West 31st Street, Berwyn, Illinois ("Berwyn PSAP"); and

WHEREAS, the WC3 and Berwyn desire to enter into an agreement entitled, "Intergovernmental Agreement For Providing Mutual Backup Of 9-1-1 Dispatch And Emergency Communication Services Through Use Of Primary And Backup Public Safety Answering Points (West Central Consolidated Communications and the City of Berwyn, Illinois) (the "Agreement")" to comply with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 Ill. Admin. Code, §725 and § 1325.415)) that require each PSAP in the State of Illinois have a backup plan to provide 9-1-1 Dispatch Services in the event of a disruption in the PSAP's abilities to provide those services at its own primary PSAP facility. A copy of the Agreement is attached to this Resolution as **Exhibit** "A" and made a part hereof; and

WHEREAS, in order to ensure continued delivery of 9-1-1 Dispatch Services in the event that either the WC3 PSAP or the Berwyn PSAP is unable to provide 9-1-1 Dispatch Services due to an emergency such as fire, flood, earthquake, equipment malfunction or any other such cause, the WC3 and Berwyn agree as part of the attached Agreement, to the extent feasible, to serve as temporary backup PSAP facilities for each other until 9-1-1 Dispatch Services can be restored; and

WHEREAS, the Board of Directors of the West Central Consolidated Communications, Cook County, Illinois and the corporate authorities of the City of Berwyn, Cook County, Illinois

find that it is in their own respective and collective best interests and in the public's best interests to approve and enter into the attached Agreement (<u>Exhibit "A"</u>) because it will protect the health, welfare and safety of the individuals served by the WC3 PSAP and Berwyn PSAP, and further find that they are authorized by applicable state law, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the Illinois Administrative Code (83 III. Admin. Code, § 725 and § 1325.415) to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BERWYN, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The City Council of the City of Berwyn, Cook County, Illinois approves and authorizes entry into an agreement entitled, "Intergovernmental Agreement For Providing Mutual Backup Of 9-1-1 Dispatch And Emergency Communication Services Through Use Of Primary And Backup Public Safety Answering Points (West Central Consolidated Communications and the City of Berwyn, Illinois)", a copy of which is attached to this Resolution as **Exhibit "A"** and made a part hereof. In addition, the City Council authorizes and directs the President and the City Clerk, or their designees, to execute and submit a signed original signature page for the Agreement, certified copies of this Resolution and such other documents as are necessary to fulfill all of the applicable obligations under the Agreement.

as are neces	sary to runni an or the app	ilcabic obligation	3 dilder the Agreet	non.	
ADO follows:	PTED this day of		_, 201_, pursuant	to a roll call	vote as
	AYES:				
	NAYS:				
	ABSENT:				
	ROVED this day of _ k County, Illinois, and atte y.				
CITY OF BE	RWYN				
			, Preside	ent	
ATTEST:					
Ву:					
			, City Cle	erk	
Date:					

Exhibit "A"

Intergovernmental Agreement For Providing Mutual Backup Of 9-1-1 Dispatch And Emergency Communication Services Through Use Of Primary And Backup Public Safety Answering Points

(West Central Consolidated Communications and the City of Berwyn, Illinois)

(attached)

STATE OF ILLINOIS)
) SS COUNTY OF COOK)
CERTIFICATE
I,, the duly appointed and qualified City Clerk of the City of Berwyn, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:
RESOLUTION NO
A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PROVIDING MUTUAL BACKUP OF 9-1-1 DISPATCH AND EMERGENCY COMMUNICATION SERVICES THROUGH USE OF PRIMARY AND BACKUP PUBLIC SAFETY ANSWERING POINTS (West Central Consolidated Communications and The City Of Berwyn, Illinois)
(City of Berwyn, Cook County, Illinois)
which was passed by the City Council of the City of Berwyn at a regular meeting held on the day of, 201_, at which meeting a quorum was present.
I further certify that the vote on the question of the passage of the said Resolution by the City Council was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the City Council and that the result of said vote was as follows, to-wit:
AYES:
NAYS:
ABSENT:
I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City Council of the City of Berwyn, Cook County, Illinois, this day of, 201

_____, Secretary

369397_1

INTERGOVERNMENTAL AGREEMENT FOR PROVIDING MUTUAL BACKUP OF 9-1-1 DISPATCH AND EMERGENCY COMMUNICATION SERVICES THROUGH USE OF PRIMARY AND BACKUP PUBLIC SAFETY ANSWERING POINTS

(West Central Consolidated Communications and the City of Berwyn, Illinois)

This Intergovernmental Agreement For Providing Mutual Backup Of 9-1-1 Dispatch And Emergency Communication Services Through Use Of Primary And Backup Public Safety Answering Points (the "Agreement") is entered into this ____ day of ________, 201__ by the "West Central Consolidated Communications" ("WC3"), a public agency established in calendar year 2016 by an intergovernmental agreement to operate its own combined dispatch center and a public safety answering point ("PSAP" or "WC3 PSAP"), and the City of Berwyn, Cook County, Illinois ("Berwyn"), which operates its own combined dispatch center and PSAP, known as the Berwyn PSAP and is located at 6401 West 31st Street, Berwyn, Illinois ("Berwyn PSAP"). The purpose of this Agreement is to provide mutual backup 9-1-1 dispatch services and other emergency communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the WC3 and Berwyn (the "9-1-1 Dispatch Services"). Within this Agreement, WC3 and Berwyn are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the WC3 operates the WC3 PSAP, which is located at the North Riverside Police Station, 2359 South Des Plaines Avenue, North Riverside, Illinois. The current service territory of the WC3 generally includes: the Village of Brookfield ("Brookfield"), the Village of North Riverside ("North Riverside") and the Village of Riverside ("Riverside"). The Villages of Brookfield, North Riverside and Riverside are parties to the intergovernmental agreement that established the WC3 and are referred to as the WC3's "Participating Agencies." For purposes of this Agreement only, as new members are added to the WC3, the service territory of the WC3 shall automatically expand to include the new members' territorial boundaries and any new members that join the WC3 shall be automatically included within the term "Participating Agencies"; and

WHEREAS, the service territory of the Berwyn PSAP generally includes: the City of Berwyn ("Berwyn"), for purposes of this Agreement only, as additional units of local government are serviced by the Berwyn PSAP, the service territory of the Berwyn PSAP shall automatically expand to include the territorial boundaries of the additional units of local government and they will automatically be included within the term "Covered Entities"; and

WHEREAS, the installation of the Enhanced 9-1-1 ("E9-1-1") telephone system throughout the State of Illinois will provide one common number to call to receive public safety assistance and is intended to assure the caller that his/her request for assistance will be answered and that the appropriate emergency response agency will be notified as a result of dialing 9-1-1 (See, 50 ILCS 750/5); and

WHEREAS, the Parties desire to enter into this Agreement to comply with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 III. Admin. Code, §725 and § 1325.415)) that require each

PSAP in the State of Illinois have a backup plan to provide 9-1-1 Dispatch Services in the event of a disruption in the PSAP's abilities to provide those services at its own primary PSAP facility; and

WHEREAS, in order to ensure continued delivery of 9-1-1 Dispatch Services in the event that either the WC3 PSAP or the Berwyn PSAP is unable to provide 9-1-1 Dispatch Services due to an emergency such as fire, flood, earthquake, equipment malfunction or any other such cause, the WC3 and Berwyn have agreed, to the extent feasible, to serve as temporary backup PSAP facilities for each other until 9-1-1 Dispatch Services can be restored; and

WHEREAS, the authority of each Party to approve and enter into this Agreement is found under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code, § 725 and § 1325.415); and

WHEREAS, the respective corporate authorities of the WC3 and Berwyn have authorized and directed the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and obligations provided for under this Agreement, the Parties agree as follows:

ARTICLE I. GENERAL PURPOSE; INCORPORATION.

- A. **General Purpose.** The purpose of this Agreement is to establish certain procedures for handling 9-1-1 calls between the WC3 PSAP and the Berwyn PSAP in the event that one of the PSAPs is unable to receive or transfer its 9-1-1 calls. To the extent feasible, the Parties agree to provide mutual backup for delivery of 9-1-1 Dispatch Services for the mutual benefit of the members of the WC3 and the members of the Berwyn PSAP.
- B. **Incorporation.** Each of the Whereas paragraphs contained in the Recitals above are incorporated by reference as material provisions of Article I of this Agreement and govern the Parties.

ARTICLE II. DEFINITIONS.

- A. PSAP means: Public Safety Answering Point, as defined by the Emergency Telephone Systems Act (50 ILCS 750/1 *et seq.*). The word "facility" as used in this Agreement also refers to "PSAP".
- B. Backup PSAP means: Another PSAP, be it municipal, county or state owned or operated, designated to take calls on a backup basis and transfer them in accordance with mutually agreed upon call handling procedures.
 - C. ANI/ALI means: Automatic Number Identification/Automatic Location Identification.
 - D. CAD System means: Computer Aided Dispatch System.

E. Each of the definitions set forth in the Emergency Telephone Systems Act (50 ILCS 750/1 *et seq.*) are incorporated by reference into this Agreement.

ARTICLE III. CONDITIONS.

- A. **Independent Status.** The 9-1-1 Dispatch Services to be provided under this Agreement are considered services to the general public and this Agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the Parties. The Parties shall remain independent public agencies with respect to all services performed under this Agreement. Each Party agrees that the performance of 9-1-1 Dispatch Services under this Agreement is considered mutual aid services and its respective employees shall not be entitled to any compensation, employment rights or employee benefits of any kind whatsoever from the other Party to this Agreement, including, but not limited to, pension rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation or severance pay.
- B. **Governance**; **Direction.** Neither Party will govern or direct the PSAP operations, maintenance or staffing of the PSAP personnel of the other Party. This Agreement does not establish a centralized, combined emergency dispatch and communication system, as the WC3 PSAP and the Berwyn PSAP will each remain independently owned, staffed and operated. Except for temporary emergency situations when backup assistance is required, each PSAP shall remain responsible for delivery of 9-1-1 Dispatch Services within its respective service territory.
- C. **Staffing Levels; Conduct.** Each Party, at its own cost, will set and maintain its own personnel staffing levels and shall not be required to hire additional personnel to fulfill its mutual aid obligations under this Agreement. Acts of each Party's employees performing the 9-1-1 Dispatch Services under this Agreement shall be the acts of employees of that Party alone.
- D. **Training.** The Parties agree that their respective employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of their own Executive Director, in all technical areas and disciplines relating to the provision of the 9-1-1 Dispatch Services and the use of all dispatch equipment, computers and other technology in accordance with applicable laws and regulations and their respective training and protocol policies and procedures, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").
- E. **No Cost Sharing.** There shall be no cost sharing of any kind under this Agreement. The cost of operating each respective PSAP and the costs of providing the 9-1-1-Dispatch Services and fulfilling the terms of this Agreement shall remain the obligation of each respective Party. If it is determined at a later date that it is necessary to provide other communications equipment or procedures so as to be able to accomplish the purpose of this Agreement, the Parties may agree to enter into an addendum to this Agreement that identifies the cost obligations of each Party for such additional equipment. To the extent that the Parties desire to share costs of any equipment upgrades or technology infrastructure improvements associated with the delivery of the 9-1-1 Dispatch Services under this Agreement, the Parties may

decide to enter into an addendum to this Agreement that specifically governs the cost sharing arrangement.

- F. **Equipment.** All equipment, technology infrastructure and other personal property provided by or used by each Party to deliver its portions of the 9-1-1 Dispatch Services under this Agreement (the "Equipment") shall remain owned and insured by each respective Party. Each Party is responsible for the procurement, installation, repair, maintenance, and replacement and upgrades to its own Equipment, unless otherwise provided for in an addendum to this Agreement that is mutually approved by the Parties.
- G. Compliance with Applicable Laws and Regulations. Each respective PSAP shall be operated in conformance with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 III. Admin. Code, § 725 and §1325.415)).

ARTICLE IV. PROCEDURES.

In the event an emergency occurs that results in the inability of either Party's PSAP to provide emergency communication services and response to 9-1-1 calls at its own facility, backup emergency communication services shall be provided as follows:

- A. The initiating PSAP will contact the backup PSAP to advise the backup PSAP of the need for assistance with the delivery of emergency communication services. The backup PSAP shall, to the extent of its abilities and resources, temporarily provide emergency communication services consisting of the following:
 - 1. Receiving 9-1-1 telephone calls and routine calls for police, fire and medical services agencies served by the initiating PSAP.
 - 2. Directing a response to said calls by either dispatching the appropriate law enforcement unit or fire department personnel or forwarding the call to the appropriate agency for response.
 - 3. Providing ongoing communication support to personnel in the field.
 - 4. Documenting 9-1-1 call related information such as location, nature of the call and responding units in the CAD System.
- B. In the event that the initiating PSAP's 9-1-1 system fails or is not responsive, 9-1-1 calls not answered by the initiating PSAP will automatically be routed to the backup PSAP. Information on the ANI/ALI screen such as location or emergency response agency(s) listed will alert the call taker that the call originated from the other PSAP.
- C. The backup PSAP, upon receiving the ANI/ALI information on the call, can determine that the call has been transferred from the PSAP and shall attempt to transfer the call back to the PSAP.
- D. Information on the ANI/ALI screen, such as location or emergency response agency(s) listed, will alert the call taker that the call originated from another PSAP.
- E. The backup PSAP shall, while attempting to transfer the call back to the originating PSAP, stay on the line with the caller. Once answered by the originating PSAP, the backup PSAP

can either remain connected (monitoring the call) or disconnect from the 9-1-1 call after insuring that the call transfer has been completed.

- F. If the call still goes unanswered, the backup PSAP call taker will take certain information to start processing the call such as:
 - 1. Type of incident/action request.
 - 2. Verify location information and where emergency services are needed.
 - 3. Verify telephone callback number and ask name of caller.
 - Time of incident.
- G. It may be the judgment of the backup PSAP dispatcher that circumstances require immediate or direct contact with the originating PSAP via radio to relay a message. When possible, the procedure described above in Subsection E. shall be used.
- H. The initiating PSAP will continually maintain and provide to the backup PSAP a list of resources (i.e., primary contact telephone numbers, other information as agreed upon) to enable the backup PSAP to contact emergency services if that becomes necessary in order to handle the emergency. As changes arise, updated information shall be forwarded as soon as possible.
- I. The 9-1-1 Dispatch Services provided under Subsection A. above shall be provided by the backup PSAP until such time as the initiating PSAP is able to operate its own 9-1-1 Dispatch Services. Upon restoration of normal emergency communications services at the initiating PSAP, the backup PSAP will stop delivering 9-1-1 Dispatch Services on behalf of the initiating PSAP.

It is understood that each Party to this Agreement has finite resources and, depending on the scope of the emergency, the backup PSAP may not be able to deliver 9-1-1 Dispatch Services at the same level as the initiating PSAP during the temporary backup service period. Neither Party makes any guarantees or warranties of any kind to the other Party regarding the level of service for the delivery of 9-1-1 Dispatch Services under this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION.

- A. **Insurance.** Each Party agrees to maintain the following minimum levels of insurance coverage in regard to its PSAP and its related Equipment, operations and personnel:
 - 1. General Liability (\$1,000,000 per occurrence \$2,000,000 Aggregate minimum).
 - 2. Employment Related Practices Liability Insurance (\$1,000,000 minimum, claims made coverage with prior acts included).
 - 3. Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance (Dispatch Error) (\$1,000,000 per occurrence minimum/claims made with prior acts coverage is recommended) (Umbrella below provides additional coverage limits).
 - 4. Automobile Insurance (Liability \$1,000,000 Combined Single Limit including Uninsured/Underinsured Motorist Coverage. If no "owned" vehicles, then \$1,000,000 Hired and Non-Owned Policy is maintained).
 - 5. Workers Compensation/Employers Liability (\$500,000/\$500,000 minimum limits).
 - 6. Umbrella/Excess Liability (\$5,000,000 minimum; Follow form coverage to provide excess coverage over General Liability, Employment Related Practices Liability,

Directors/Officers and Errors and Omissions (Dispatch Error) Insurance, Auto Liability, and Employers Liability).

B. **Indemnification.** To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold the other Party and its appointed officials, employees, volunteers, agents and representatives and each of the other Party's respective Participating Members / Covered Entities and their appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, that, directly or indirectly, arise out of or relate to any act or omission in regard to the delivery of 9-1-1 Dispatch Services or other matters covered under this Agreement, except to the extent caused by the sole negligence of or willful and wanton conduct of the other Party or one or more of its appointed officials, employees, volunteers, agents and representatives or one or more of the other Party's Participating Members / Covered Entities, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

ARTICLE VI. GENERAL PROVISIONS.

- A. **Term.** The term of this Agreement shall be open-ended and shall continue until this Agreement is either mutually terminated by the Parties or terminated by either Party, subject to delivery of written notice to the other Party of the termination of this Agreement. This Agreement may be terminated at any time and for any reason by either Party or by both Parties upon delivery of prior written notice to the other Party. Notice of termination shall comply with the notice provision below.
- B. **Effective Date; Commencement of Backup Services.** Regardless of the approval date or execution date of this Agreement by the Parties, the effective date of this Agreement shall be the date that the Parties actually commence providing backup services to each other under this Agreement. It is anticipated that this Agreement will go into effect on or about January 1, 2018, subject to the WC3 receiving regulatory approval and authorization from the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator") to operate and its PSAP is operationally active to answering 9-1-1 telecommunication calls.
- C. **Termination.** Upon the termination of this Agreement, if necessary, the Parties shall work cooperatively to remove their respective Equipment from the other Party's facility.
- D. **Notice.** Notice of the need for backup 9-1-1 Dispatch Services under this Agreement will be by telephone or by other means as may be reasonably used to apprise the backup PSAP of the initiating PSAP's need for services. All other notices and other communications required or permitted under this Agreement shall be in writing and may be personally delivered, faxed, emailed or sent by first class mail, postage prepaid, addressed to the Executive Directors, or their designees, at their below-listed business mailing addresses and electronic telecommunications contact information, as updated. All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed, emailed or three (3) calendar days after being mailed, as the case may be.

West Central Consolidated Communications City of Berwyn

North Riverside Police Station

2359 South Des Plaines Avenue

North Riverside, Illinois 60546

Attn: WC3 Executive Director

City Hall

6401 West 31st Street

Berwyn, Illinois 60402

Attn: PSAP Director

Phone: Phone: Email: Email:

- E. **Complete Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by the respective corporate authorities of the Parties.
- F. **Severability.** If any provision of this Agreement or the application of any such provision to either Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
- G. **Transferability.** The rights or obligations of each Party under this Agreement may not be transferred.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the Board of Directors of the West Central Consolidated Communications and the corporate authorities of the City of Berwyn, Illinois have voted at public meetings in accordance with the Open Meetings Act (5 ILCS 120/1 *et seq.*) to approve this Agreement, and direct that this Agreement be signed on their behalf by their respective Chairpersons or Mayor, and the date of the last signatory below shall be the date inserted on page 1 of this Agreement.

City of Berwyn

By: Name: Chairperson		By: Name:	Mayor	
Date:	, 2017	Date:		, 2017
Attest:		Attest:		
By: Name: Secretary		By: Name:	City Clerk	
Date:	, 2017	Date:		, 2017

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West Central Consolidated Communications