# 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 Ill, 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
- 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:

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

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

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

Establishes back-up and overflow services between PSAPs.

Agreement

Agreement

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.

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 Plan The 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:			71				
Type of Change:	Consolidation within an ETSB	2	☑Joint ET	SB	JUns	erved cons	solidation
Current System Nam	e:	-	Popu	ulation Ser	ved	Land Are	a in Sq Miles
Mundelein ETSB					31,394		25
Winthrop Harbor ETSB					6,742		12.5
					38.136		37.5
System Name after C	Consolidation:						
				<u></u>			
PSAP EFFECTED:			lidation/	Decomm	nission/	Primary	Secondary
(Consolidation Plar	ns Only)	Rema	in Open	Close			
Mundelein PSAP		7	<			Х	
Winthrop Harbor PSAP				X			
				<del> </del> -		<u></u>	
				<del> </del> -		<u> </u>	
	<del></del>				<u> </u>		
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						L	
911 System Conta	ct: Deputy Chief Don Hansen				***		
Street Address: 22	1 N. Lake Street						
City, State and Zip	Code: Mundelein, IL 60060						
Office Telephone:							
Cellular Telephone							
Email: dhansen@mur				·			
Wireless C	overage for Consolidated System	:	Please c	heck if app	licable:		
	hase II compliant	-		NG9-1-1 ca			
•	hase I compliant			Receive 9-	•		
_100 /6 F1	idae i compilant			Receive 9		20	
			4	11000110 3	- i - i viui	UU	

## VERIFICATION

, Eric J. Guenther	, first being duly sworr	n upon oath, depose and say that
am Public Safety Agency Representative	, of Mundelein ETSB	; that I have read the
foregoing plan by me subscribed and	know the contents ther	eof; that said contents are true in
substance and in fact, except as to th	ose matters stated upor	n information and belief, and as to
those, I believe same to be true.		
		29
Subscribed and sworn to before me		
this <u>29</u> day of <u>June</u>	, 20 <u></u> .	OFFICIAL SEAL JENNIFER L. B MARSHALL NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Nov. 5, 2019
Jennifer 18 Marshall NOTARY PUBLIC, ILLINOIS		





June 29, 2018

AT&T

Attention: Ms. Lisa Wirtanen

4918 West 95<sup>th</sup> Street Oak Lawn, IL 60453

Dear Ms. Wirtanen:

This letter is to confirm our intent to consolidate our 9-1-1 System with the Village of Winthrop Harbor. Enclosed is your copy of our consolidation plan to be filed with the Department of Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,

Eric J. Wenther Chief of Police

EJG/jlm

## 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.	STARCOMM21 STARCOMM21 ITTF channels only Other, explain below				
	Harris M7300 control station with Motorola A Zetron Max 9-1-1 System	APX 6000 portable (operation on Starcomm21),				
3.	Will all PSAPs remaining after consolidation direct di to section 1324.200b)3)?	ispatch 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				
	resolution and/or contracts?	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.	Public education. This is an unserved county that will require public education. (See attachment.)  This is an existing 9-1-1 system(s) and does not require public education.					
10.	This is an existing 9-1-1 system(	will 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.) 9-1-1 system(s) and does not require internal training/similar/ r 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
14a.	Explain all aspects of the database, i.e., how often is Existing database will be updated in the same manner, u will continue to be the database vendor/provider.	it updated, where is it located, etc. sing procedures already in place with West Safety Services who
15.	next generation based or a combination.	m? Please explain whether the system will be legacy based, ystem continues to use CAMA trunks. Zetron Max is next

## **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:

The consolidation is being requested by the Village of Mundelein and Village of Winthrop Harbor to combine 9-1-1 dispatch centers. Both agencies have entered into intergovernmental agreements to combine their existing E9-1-1 public safety answering points (PSAPs) into a single PSAP. To accomplish this, Winthrop Harbor will close its dispatch center and move all dispatch and emergency telephone answering responsibility to Mundelein's E9-1-1 site. The consolidated dispatch center will provide E9-1-1 call handling and emergency communications for the following agencies:

Village of Mundelein- Police Department
Village of Mundelein- Fire Department
Village of Winthrop Harbor- Police Department
Village of Winthrop Harbor- Fire Department
Winthrop Harbor Fire Protection District

Utilizing one PSAP instead of two will reduce the number of employees required to staff both PSAPs, increase the efficiency of staff, and there will be a long-term infrastructure costs savings.

Mundelein and Winthrop Harbor will form a JETSB to be known as the Joint Central Lake County Emergency Telephone System Board. The board will be comprised of nine (9) total members. Each party will have at least one active member from each of the fire and police departments on the board. Other board members will be represented base on a proportional formula of 9-1-1 surcharge revenue.

Village Ordinances have been approved the both Mundelein and Winthrop Harbor to establish this JETSB. The Mundelein E9-1-1 center is located in the Mundelein Police Department. The center was constructed in 2002 in compliance with NFPA 1221 standards. The dispatch center is on the first floor of the facility and is secured from outside access. Employees must enter through a secure entry once they have entered the main lobby of the building. The center is equipped with five (5) height adjustable consoles.

Telephones are answered with a Zetron Max Call Taker for 9-1-1 lines and ShoreTel VOIP telephone system for administrative lines. The Zetron Max can be expanded to handle additional 9-1-1 trunks and 10-digit emergency lines to be relocated from the current Winthrop Harbor PSAP. All split exchanges will continue to operate in the same manner as they do today. Address errors will continue to be corrected and updated in the same way they are done today and through ZETRON. The dispatch center is currently working with AT&T and has completed line busy studies. The data for the system will be updated and maintained daily and will be the responsibility of the Communications Supervisor.

#### Narrative Plan:

To ensure the integrity of the 9-1-1 system the network is separated by a fire wall and access control rules. The security is treated in a manner consistent with other Criminal Justice Systems.

The CAD/Mobile utilize an application from EnRoute CAD/Mobile. The system also supports AVL and field based reporting and is interfaced with LEADS/NCIC. The EnRounte CAD/Mobile is currently hosted by the Lake County ETSB and can support multi-jurisdictional dispatching functionality. In addition, the existing 9-1-1 and CAD system include the ability to transition to NG911 with ESI Net and other NG911 components are available. The RMS function accomplished utilizing CAPERS application, hosted locally on a server.

The radio system in the center was upgraded to Harris M7300 including integration with the StarCom21 radio network and is equipped with and AIS Server for interface to IP capable logging equipment. The logging recorder is a NICE NRX logger and can record both analog and IP recordings. The communications center also has an active alarm board utilizing Manitou alarm monitoring software provided by FSS and AES wireless alarm interfaces. The center has several video feeds which are integrated into a collection of screens easily viewed by employees on duty. The video feeds provide access to the security cameras at the Mundelein police department and the Lake County Department of Transportation PASSAGE traffic system. The building is fully supported by back-up generator power and critical systems are protected by UPS. All facilities have capacity to add additional equipment to support additional agencies.

The consolidated center will be staffed 24 hours per day, 7 days a week, without exception. The five operator positions will have ANI/ALI capability, along with TTY service in the form of test messaging through the Zetron Max 9-1-1 system. The procedure is seamless to the calling party regardless of the communication method used. The Mundelein center meets all standards required of a 9-1-1 PSAP.

Telecommunicators will enter the call information into the CAD system. The CAD will validate the call/incident location and display recommended response units, prior call history, known hazards, and other appropriate information. The unit assignment will then be transmitted to the responding agencies via radio and/or mobile date computer. The Telecommunicators will continue to transfer any misdirected E911 calls to adjacent agencies using the pre programmed Zetron transfer keys. The system forwards ANI/ALI information to the receiving agency. Mundelein staff will gather critical information from the caller, to include callback information, prior to initiating the call transfer to ensure the appropriate response is completed. Radio communications will continue to be available to the adjacent agencies.

All Telecommunicators are trained following the Association of Public-Safety Communications Officials International, Inc (APCO) guidelines to meet or exceed the standards as defined with the Illinois Administrative Code section 83 part 725. Each telecommunicator is trained and certified by ICJIS in the operation of LEAD/NCIC. Telecommunicators are certified in Priority Dispatch EMD protocol and procedures. The operations manual for each agency will be consolidated to a single uniform policy.

The Mundelein communications center will continue to operate as the backup and overflow PSAP for the Vernon Hills dispatch center in the event of a system fail that renders their center to function as a E911 center.

## FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved	Total Reserves to be transferred to the Joint ETSB			
Mundelein ETSB	\$		\$ 200,000.	.00
Winthrop Harbor ETSB	\$		\$ 0.	.00
Dispatch Staff and Positions				
7 Number of answering positions prior to the cons	olidation (total f	ior all entities	)	
5Number of answering positions in the consolidat	ted system			
13 Number of full time dispatchers/call takers prior to	to the consolida	ation (total for	all entities)	
9 Number of full time dispatchers/call takers in the	consolidated s	system		
5Number of part time dispatchers/call takers prior	r to the consolid	dation (total fo	or all entities)	
Number of part time dispatchers/call takers in the	e consolidated	system		
Total amount (and percentage) of salaries paid for by 9-	1-1 authority pr	rior to consoli	dation:	
		\$	\$ 211,667.00	19 %
Total amount (and percentage) of salaries to be paid for	by 9-1-1 autho	rity after cons	solidation:	
		\$	\$ 425,000.00	35 <sub>%</sub>
9-1-1 Network Cost (per year)				
a) Total network cost for each entity prior to the consolid	dation	\$	\$ 21,6	37.00
b) Total network cost of consolidated system		\$	\$ 17,4	88.00
c) Net change in network costs:		\$	\$ 4,1	49.00
If no cost savings in network please explain:				
The 9-1-1 System provider network costs, paid for by State consolidated system is estimated using proposed trunk req by AT&T Illinois 9-1-1 Public Safety.				ducted
The amount of salaries paid for by the 9-1-1 authority will re the Mundelein ETSB	emain at the sam	ne dollar amou	nt as was previously fun	nded by

## FINANCIAL INFORMATION

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

Network Cost		Estimated Amount (per year)
ILEC/CLEC		\$\$ 17,488.00
		\$
		\$
		\$
		\$
Other Consolidation Cost		
PSAP, CPE, CAD Equipment, logging recorders	\$	\$ 381,394.22
MSAG and Mapping Development or changes	\$	\$ 0.00
Radio Consoles	\$	\$ 0.00
Construction or Remodel of PSAP	\$	\$ 0.00
Personnel	\$	\$ 0.00
Other (Please place total amount in the blank at the right and explain below).	\$	\$ 25,000.00
Administrative Consulting Specialist (A.C.S.) - Project mans Planning, presentations, task/time-line readiness, recruitme grant application preparation and submittal.	agement for all ent and assessn	consolidation related issues such as; nent for dispatch positions and potent
Recurring and Nonrecurring Cost (per year)		
Estimated nonrecurring cost for consolidation	\$	\$ 406,394.22
a) Recurring costs prior to consolidations (all entities)	\$	\$ 1,562,000.00
b) Proposed recurring cost for consolidated system	\$	\$ 1,162,000.00
c) Net change in recurring costs: $a - b = c$	\$	\$ 400,000.00
Revenue (per year)		
Projected surcharge revenue	\$	\$ 438,856.00
Projected revenue from local governments	\$	\$ 135,000.00
Projected revenue from other sources (grants)	\$	\$ 300,000.00
Revenue in reserves	\$	\$ 200,000.00
Total Revenue	\$	\$ 1,073,856.00

## 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:

The proposed consolidation includes closing the Winthrop Harbor PSAP. Costs for consolidations have been enumerated/estimated and factored into a five year capital and operational financial plan. The short-term costs exhaust, and/or exceed, the available individual ETSB fund balances. The long-term projections show a balance between the combined operating and capital costs vs. surcharge revenues for the resulting JETSB.

One-time costs related to consolidation are expected to be completed during FY 18-19. The estimated annual expenditures starting in FY 19-20, average \$1,200,000.00 for a five year period. The JETSB revenues are estimated at \$575,000.00. Including inflation, and making allowances for unanticipated expenditures, revenues and expenditures should balance in the long-term.

During the 2018 calendar year, one-time consolidation costs are estimated to greatly impact the ETSB fund balances. This will be addressed with a combination of General Fund Expenditures and potential Consolidation Grant Funding. In the absence of outside funding, the expenditures contemplated in the 5-year financial plan will have to be curtailed, or delayed, because of consolidation. Any curtailing of funds would be to the detriment of the consolidated operation.

Operationally, the JETSB PSAP will provide dispatch services for multiple agencies and will continue to pursue consolidation partners which provide long-term advantages. Potential partners will be evaluated for long-term fiscal viability along with functional/operations compatibility.

The Winthrop Harbor Fire and Police departments will move to the Mundelein CAD system, resulting in improved interoperability and reduced operation costs. Remote video monitoring for both Mundelein and Winthrop Harbor will be provided. Additional cost sharing opportunities are being explored for areas such as Mass Notification Systems, and LEADs connectivity.

Regarding staffing and personnel, the proposed center will have minimum staffing requirement of two full-trained Telecommunicators for all shifts. Additional personnel can be staffed for planned events which are likely to tax the center's operational capacity. The consolidation increases Winthrop Harbor capacity during large scale events, while reducing overall head count from the non-combined centers.

The proposed system will include 5 fully operation dispatch positions (9-1-1 Answering system, Radio consoles, CAD workstations), six 9-1-1 trunk lines (4-wireline, 2-wireless), 1-Dispatch supervisor, 9-Full-time dispatchers, 1- Part-time dispatcher. The Zetron 9-1-1 Answering system will be replaced within the next three to five years. The new system is expected to cost \$500,000.00. Long-term plans include the evaluation of increased staffing minimums during peak periods and increased specialization in training, hiring, public education and APCO/NENA participation. The Mundelein Police Department also provides a large classroom facility that can be used for regional training. Proper forecasting will allow our dispatch center to expand with the potential for a 3rd consolidation partner as open lines of communication with other departments are ongoing.

## **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
Village of Mundelein	300 Plaza Circle, Mundelein, IL 60060
Village of Winthrop Harbor	830 Sheridan Road, Winthrop Harbor, IL 60096

## **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
Village of Mundelein	300 Plaza Circle, Mundelein, IL 60060
Village of Winthrop Harbor	830 Sheridan Road, Winthrop Harbor, IL 60096
-	
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## 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
Mundelein Police	221 N Lake Street, Mundelein, IL 60060	(847) 968-4600	Х		
Mundelein Fire	1000 N Midlothian Road, Mundelein, IL 6006	(847) 949-3260	×		
Winthrop Harbor Police	830 Sheridan Rd, Winthrop Harbor, IL 60096	(847) 827-2131	X		
Winthrop Harbor Fire	830 Sheridan Rd, Winthrop Harbor, IL 60096	(847) 872-5957	×		

## 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
					-
100,40				.,	
					-
					-

## 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
Libertyville Police & Fire	200 E. Cook Ave, Libertyville, IL 60048	(847) 362-2131
Vernon Hills Police	754 Lakeview Pkwy, Vernon Hills, IL 60061	(847) 362-4434
Lake County Sheriff's Police	25 S Martin Luther King Jr Ave, Waukegan IL 600085	(847) 549-5200
Illinois State Police	801 South 7th Street, Springfield, IL 62703	(847) 931-2400
Pleasant Prairie Police	8600 Green Bay Road, Pleasant Prairie, WI 53158	(262) 694-7353
Kenosha County Sheriff's Police	1000 55th St, Kenosha, WI 53140	(262) 656-1234
Zion Police & Fire	2828 Sheridan Rd, Zion, IL 60099	(847) 746-4000
Countryside Fire Protection District	600 N Deerpath Drive, Vernon Hills, IL 60061	(847) 367-5511
		<u> </u>

## 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 COL	DE TELEPHONE NUMBER
· · · · · · · · · · · · · · · · · · ·		
100		

## **CARRIER LISTING**

(Wireline, Wireless, VoIP)

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

## (USE ADDITIONAL SHEETS AS NECESSARY)

	ADDITIONAL SHEETS AS NECESSARTY	
CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
AT&T	4918 N 95th St, Oak Lawn, IL 60453	(708) 499-7900
FOCAL	200 N LaSalle St, Chicago, IL 60601	(312) 895-8400
GLOBAL COMM	101 N Wacker Dr, Chicago, IL 60606	(312) 641-6008
MCLEOD	245 24th Ave, Bellwood, IL 60104	(708) 547-0435
MPOWER	1701 Golf Rd, Rolling Meadows, IL 60008	(847) 621-1000
PAETEC	200 W Adams St, Chicago, IL 60606	(312) 924-9300
TDS METROCOM	350 E Cermak Rd, Chicago, IL 60616	(312) 808-0320
TELEPORT	200 E Randolph St, Chicago, IL 60601	(312) 240-9110
VERIZON BUSINESS-frontier comm-MCI-	1415 W. 22nd st, Oak Brook, IL 6523	(630) 368-9313
хо сомм	208 Honeysuckle Dr, Northbrook, II 60062	(847) 562-9573
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## **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
<u> </u>		
		-

## **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.





This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Mundelein Police Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### **CALL HANDLING (Exhibit 8)**

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio via Starcom21- channel MU-DSP3

Secondary: Radio via frequency 154.100

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP** 

Mundelein Police Department

**AGENCY** 

Mundelein Police Department

TITLE: Chief of Police

TITLE: Chief of Police

Courage. Pride. Commitment.





This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Mundelein Fire Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### **CALL HANDLING (Exhibit 8)**

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio relay via local radio channel 154.430 Secondary: Direct telephone transfer to 847-949-3260

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

Mundelein Police Department

Mundelein Fire Department

BY:

BY:

TITLE: Chief of Police

TITLE: Fire chief.



This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Winthrop Harbor Police Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### CALL HANDLING (Exhibit 8)

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio via Starcom21- channel WH-DSP1 Secondary: Telephone transfer to (847) 872-2131

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP** 

Mundelein Police Department

TITLE: Chief of Police

**AGENCY** 

Winthrop Harbor Police Department

TITLE: Director of Police Administration





This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Winthrop Harbor Fire Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### **CALL HANDLING (Exhibit 8)**

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio Relay, via Fire Frequency 155.055 Secondary: Telephone transfer to (847) 872-5957

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP** 

Mundelein Police Department

TITLE: Chief of Police

**AGENCY** 

Winthrop Harbor Fire Department

TITLE: Fire Chief





This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Libertyville Police Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### CALL HANDLING (Exhibit 8)

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to 847-911-3887 Secondary: Radio via Starcom21 – channel VHC-DSP1

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP** 

Mundelein Police Department

**AGENCY** 

Libertyville Police Department

TITLE: Chief of Police

TITLE: DEPuty CHIEF OF POLICE



This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Libertyville Fire Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### CALL HANDLING (Exhibit 8)

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to 847-911-3887 Secondary: Radio relay via local radio channel 158.985

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP** 

Mundelein Police Department

TITLE: Chief of Police

**AGENCY** 

Libertyville Fire Department

TITLE: FIRE





This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Vernon Hills Police Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### CALL HANDLING (Exhibit 8)

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to 847-911-3887

Secondary: Radio relay via Starcom21 - channel VHC-DSP1

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

PSAP

Mundelein Police Department

TITLE: Chief of Police

**AGENCY** 

Vernon Hills Police Department





This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Lake County Sheriff's Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### **CALL HANDLING (Exhibit 8)**

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to 847-911-3702

Secondary: Radio Transmission Starcom21 - channel CO-WIDE

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP** 

Mundelein Police Department

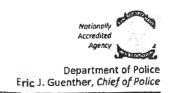
**AGENCY** 

Lake County Sheriff's Department

TITLE: Chief of Pe

TITLE: Director of Communication





This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Illinois State Police for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### CALL HANDLING (Exhibit 8)

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to 847-931-2400

Secondary: 847-931-2401

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP** 

Mundelein Police Department

TITLE: Chief of Police

<u>AGENCY</u>

Illinois S

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This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Village of Pleasant Prairie for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### **CALL HANDLING**

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to 262-694-7353 Secondary: Telephone Transfer to 262-694-7364

#### AID OUTSIDE JURISDICTION BOUNDARY

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP** 

<u>AGENCY</u>

Mundelein Police Department

Pleasant Prairie Police Department

TITLE: Chief of Police

TITLE: Chief of Police





This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Kenosha Joint Services PSAP for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### CALL HANDLING

**PSAP** 

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to (414) 911-3174 Secondary: Telephone Transfer to (262) 653-6600

#### AID OUTSIDE JURISDICTION BOUNDARY

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

	<del></del>
Mundelein Police Department	Kenosha Joint Services
BY:	BY: Tom Sentles
TITLE: Chief of Police	TITLE: DICESTOR

**AGENCY** 



This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the City of Zion for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### **CALL HANDLING**

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to the Northeast Lake County Consolidated ETSB at 911-3801 Secondary: Telephone Transfer to 847-872-8000

#### AID OUTSIDE JURISDICTION BOUNDARY

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

<u>PSAP</u> AGENCY

Mundelein Police Department City of Zion Police Department

TITLE: Chief of Police TITLE: Chief of Police





This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Countryside Fire Protection District for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls.

#### **CALL HANDLING (Exhibit 8)**

Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to 847-911-3887

Secondary: Radio relay via local radio channel 154.430 directly to the Countryside Fire Department.

#### AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)

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 all 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 advisory and policy board.

Any agreements or changes in agreements and operating policies must be approved by the advisory board.

PSAP AGENCY

Mundelein Police Department

BY:

TITLE: Chief of Police

Countryside Fire Protection District

TITLE:

## **TEST PLAN DESCRIPTION**

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

The E9-1-1 network design for Mundelein links the Mundelein PSAP at 221 N. Lake Street, Mundelein, IL 60060 to the AT&T E9-1-1 selective router. The backup PSAP will be the Vernon Hills Dispatch Center at 754 Lakeview Parkway, Vernon Hills, IL 60061. The 9-1-1 trunks will be programmed to the AT&T selective router with an overflow route to Vernon Hills Dispatch Center as the second choice. Should all the trucks in the group be busy or be out of service, AT&T selective router will determine if 9-1-1 calls can be re-routed to the Vernon Hills Dispatch Center. AT&T will conduct call-through testing prior to, and during, the cut over to the consolidated PSAP. The testing will involve personnel making test calls to the PSAPs routing telephone number and will be done to ensure every member of the 9-1-1 truck group is tested. The premise equipment will be tested to ensure the system is capable of transferring 9-1-1- calls with at least 99% accuracy

List wireline exchanges to be tested.See Carrier Listing in this document

List of wireless and VoIP Carriers to be tested.
 See Carrier Listing in this document

#### **EXHIBIT "A"**

### INTERGOVERNMNETAL AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered on as of April 23, 2018 (the "Effective Date"), by and between the Village of Mundelein, an Illinois home rule municipal corporation ("Mundelein") and the Village of Winthrop Harbor, an Illinois non-home rule municipal corporation ("Winthrop Harbor").

#### WITNESSETH:

WHEREAS, Mundelein operates a full service dispatch communication center located at 221 North Lake Street, Mundelein, Illinois (the "Communication Center"); and

WHEREAS, The Mundelein Communication Center is a public safety answering point ("PSAP") as defined in the Emergency Telephone Systems Act, 50 1LCS 750/0.01, et seq. (the "ETSA"); and

WHEREAS, Winthrop Harbor has entered into a Dispatch Services agreement with Mundelein pursuant to which Mundelein provides dispatch services to Winthrop Harbor; and

WHEREAS, Section 15.4a of the ETSA, requires that a 9-1-1 Authority, as defined in the ETSA, which serves a population of less than 25,000 be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board; and

WHEREAS, Both Parties have an emergency telephone system board, as defined in the ETSA, appointed by its corporate authorities; and

WHEREAS, The ETSA authorizes any two or more municipalities, counties, or combinations thereof, to establish, by intergovernmental agreement, a joint emergency telephone system board, as define therein; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Parties are units of local government; and

WHEREAS, the Parties desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the ETSA, as described above; and

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards; and

WHEREAS, The Parties have determined that it is their mutual best interests, and in furtherance of public health, safety, and welfare, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

Section 1. Recitals.

The foregoing recitals are material to this Agreement and are incorporated herein as if set forth in full.

Section 2. Dispatch Service Agreements.

The Parties expressly acknowledge and agree that the Dispatch Service Agreements entered into by the Parties shall remain in full force and effect, and is not amended, modified, or superseded in any way by this Agreement. To the extent that there are any conflicts between the provisions of the Dispatch Service Agreements and this Agreement, the provisions of the Dispatch Service Agreements shall prevail.

#### Section 3. Creation of JETSB.

Effective (the "Commencement Date"), the Parties establish a joint emergency telephone system board, to be known as the Joint Central Lake County Emergency Telephone System Board (the "JETSB" or the "Board"), as defined in the ETSA. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the ETSA, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator. In the event the Consolidation Plan is not approved, the parties will work together to resubmit the Consolidation Plan for approval. Notwithstanding anything herein to the contrary, the Commencement Date shall not occur before the Consolidation Plan is approved by the Statewide 9-1-1 Administrator.

#### Section 4. Board Composition.

A. The JETSB shall have total of nine (9) Board Members. Each Party to this Agreement shall be represented proportionality by its total 9-1-1 surcharge revenue from the 2018 distribution. Each party must have at least one active member from each of its fire and police departments appointed to the board. Future Party's joining the JETSB's membership representation will be determined by the JETSB at that time. The appointments to the Board shall be made by the individual municipalities chief executive officer with consent of their governing body. The JETSB shall also include a citizen member as required by the Emergency Telephone System Act. Each municipality shall appoint a citizen member in alternating years.

- B. At the first meeting of the Board in each fiscal year, the Board shall elect a Chairman from among its members, who shall preside over all Board meetings. The term, of the Chairman shall be one year. In the absence of the Chairman at any meeting, the Board shall elect a temporary chair to preside over the meeting.
- C. At the first meeting of the Board in each fiscal year, the Board shall elect a Secretary from among its members, who shall be responsible for keeping the Board's records and for taking minutes of all Board Meetings. The term of the Secretary shall be one year.

#### Section 5. Board Powers.

The powers of the JETSB shall be limited to the following:

- A. Maintaining control over the Fund, defined in Section 7 hereof, including:
  - 1. Receiving monies from the surcharge imposed under Section 15.3 of the ETSA, or disbursed to it under Section 30 of the ETSA, and from any other source, for deposit into the Fund, as defined in Section 7, herein; and
  - 2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement.
- B. Planning and maintaining the System, defined herein. On behalf of the Board, Mundelein shall exercise these powers pursuant to the Dispatch Service Agreements, including:
  - Planning a 9-1-1 system (the "System");
  - Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems and maintenance of a Master Street Address Guide database that meets the requirements of Section 15.4(d) of the ETSA;
  - 3. Hiring, on a temporary or permanent basis, any consult:ants necessary for the implementation or upgrade of the System;

- Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services; and
- 5. Preparing all annual reports required to be provided to the Statewide 9-1-1 Administrator or any other government agency pursuant to the ETSA.
- C. Any other powers conferred upon it by the ETSA.

#### Section 6. Board Meetings.

- A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, et seq. (the "OMA"). Special meetings of the Board may be called by the Chairman or by any four Board Members.
- B. A majority of the Board Members shall constitute a quorum for the transaction of all business by the Board.
- C. All meetings of the JETSB shall comply with the requirements of the OMA.
- D. A simple majority vote of all Board Members present shall be required to pass any motion or resolution.
- E. Each Board Member shall be entitled to one vote on each matter of business considered by the Board.
- F. No Board Member shall be permitted to vote by proxy.
- G. The JETSB may adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.
- H. The Board may adopt bylaws and additional rules of procedure it deems appropriate for conducting business.
- All FOIA requests for the JETSB are to be submitted to the Secretary.

#### Section 7. Emergency Telephone System Fund and Distribution.

A. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan, there shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds

as of the Commencement Date shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund.

- B. Mundelein's Village Administrator, as ex officio Mundelein Treasurer or his designee, shall act as the treasurer and custodian of the Fund (the "Custodian").
- C. The Board will create and approve an annual budget each fiscal year.
- D. The JETSB's fiscal year shall be from May 1<sup>st</sup> to April 30<sup>th</sup>.
- E. No expenditures may be made from the Fund except upon direction of the Board and which is:
  - Contained within the Board's approved annual or amended fiscal budget.
  - Is an allowable expenditure under the ETSA.
  - 3. Is approved by a simple majority vote of all Board Members during an open meeting.
  - 4. All expenditures will be made as reimbursements to the governmental body that made the approved expenditure.
  - The JETSB will not own any real property. The owner of the property will be the governmental body that completed the JETSB approved procurement.
- F. The Parties have agreed that the preparation and distributions made from the Fund shall occur as follows:
  - ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the ETSA and any applicable administrative rules.
  - 9-1-1 surcharge revenues will be accounted for according to each Party's
    Jurisdiction where the revenue was collected based on the funding level
    set forth in the ETSA, as the ETSA may be amended from time to time.
  - The Custodian shall account for and report 9-1-1 surcharge revenues collected by the Board.
  - 4. Monies other than 9-1-1 surcharge revenues that are related to the System and properly received by the Board, including, but not limited to grant

funds, shall be placed in the Fund and disbursed **pursuant** to the resolution of the Board.

- G. As of the Commencement Date if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, that Party shall transfer such revenues into the Fund.
- H. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Custodian will take all reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit.
- I. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Illinois State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the Board shall cooperate fully with any such review or audit.

#### Section 8. Entry and Termination.

- A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof (each, a "Subsequent Party") shall be entitled to representation on the Board in the manner as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party.
- B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a subsequent "Party Application") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of a two thirds majority of all Board Members, whether to admit the applying entity as a Subsequent Party. Each Party's delegates to its respective Board Member has the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.
- C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter

into an agreement similar in form and scope to the Dispatch Service Agreement.

- D. Any Party or Subsequent Party may terminate its status as such and withdraw from the JETSB by providing at least three hundred sixty-five (365) days written notice to the Custodian stating its effective withdrawal date and identifying the emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. Notwithstanding the foregoing, if applicable law is amended such that the Parties' participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon ninety (90) days written notice to the Custodian, and without the need to identify any other joint emergency telephone systems board that it intends to join.
- E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund equal to the amount that was deposited in the Fund by the ISP after receipt of the "written notice to the Custodian stating its effective withdrawal" minus any reimbursements to that party or that mutually benefits all parties. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.
- F. Upon expiration or termination of any Party's Dispatch Service Agreement with Mundelein, the Board may, in its discretion and upon passage of a resolution, terminate that Party's participation in the JETSB. In that event, the termination of that Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

#### Section 9. 9-1-1 Authority.

The Parties acknowledge that Title 83, Chapter IV of the Illinois Administrative Code (the "Rules") sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Mundelein shall perform the functions of the "9-1-1 Authority" described in Parts 1325 and 1328 of the Rules. For all other purposes, the Board shall serve as, and perform the functions of; the "9-1-1 Authority" as referenced elsewhere in the Rules.

#### Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this

Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. Notices to the Parties and to the Custodian shall be addressed as follows:

Village of Mundelein Attention: Village Administrator 300 Plaza Circle Mundelein, IL 60060

Village of Winthrop Harbor Attention: Village Administrator 830 Sheridan Road Winthrop Harbor, IL 60096

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Lake County, Illinois.
- D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall he interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by law.
- E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Corporate Authorities of all Parties.
- F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.
- H. No Third Party Beneficiaries. No claim as a third party beneficiary under this

Agreement by any person shall be made, or be valid, against the Parties.

- Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- J. Effective Date. The Effective Date of this Agreement shall be the last date on which it is executed by any of the Parties.

IN WITNESS HEREOF, Mundelein and Winthrop Harbor, respectively, have caused this Agreement to be executed by their respective Mayor and attested by their respective Clerk as of the day and year first above written.

VILLAGE OF MUNDELEIN

By:

Mayor

kttest: \_\_

Clerk

VILLAGE OF WINTHROP HARBOR

By:

Máyo

Attest

#### **EXHIBIT "B"**

### DISPATCH SERVICES AGREEMENT BETWEEN THE VILLAGE OF MUNDELEIN AND THE VILLAGE OF WINTHROP HARBOR

This Agreement is made and entered into as of this day April 23, 2018, by and between the Village of Mundelein an Illinois home rule municipal corporation, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 (hereinafter. "Mundelein") and the Village of Winthrop Harbor, an Illinois non-home rule municipal corporation, in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-I, et. seq. (hereinafter, "Winthrop Harbor").

WHEREAS, Mundelein is an Illinois home rule municipal corporation with a population which exceeds 25,000 and is a 9-1-1 Authority"), as defined in the Emergency Telephone Systems Act ("ETSA"), 50 ILCS 750/0.01, et. seq.; and

WHEREAS, Mundelein operates a communication center ("Communication Center") for emergency dispatch services, which is a public safety answering point ("PSAP") under the ETSA; and

WHEREAS, Winthrop Harbor operates a full time police department (the "WHPD") and a full time fire department ("WHFD") providing police and fire services within the Village of Winthrop Harbor; and

WHEREAS, Winthrop Harbor is an Illinois πon-home rule municipal corporation with a population of under 25,000 and is 9-1-1 Authority under the ETSA; and

WHEREAS, Section 15.4(a) of the ETSA requires a 9-1-1 Authority, as defined in the ETSA, which serves a population of less than 25,000 be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board; and

WHEREAS, Mundelein and Winthrop Harbor wish to enter into an agreement to create a joint emergency telephone systems board, pursuant to which Mundelein will provide Winthrop Harbor with certain emergency telephone answering, computer aided dispatching, mass call system activation, and police and fire radio dispatch services utilizing personnel and equipment maintained and operated by Mundelein (hereinafter, collectively referred to as "the Dispatch Services"); and

WHEREAS, Winthrop Harbor desires to enter into this Agreement with Mundelein to provide a mutually beneficial arrangement regarding emergency telephone answering and police and fire dispatch services provided by Mundelein; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/I et seq., and other

applicable authority; and

WHEREAS, Mundelein and Winthrop Harbor have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within their respective jurisdictional areas to enter into this Agreement providing that the Communication Center shall provide Dispatch Services to Winthrop Harbor.

NOW, THEREFORE, for and in consideration of the mutual covenants herein made and pursuant to all, applicable statutes and local ordinances, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

#### Section 1. Recitals.

The foregoing recitals are by this reference incorporated herein and made a part hereof.

<u>Section 2.</u> Provision of Dispatch Services by Mundelein and Corresponding Obligations of Winthrop Harbor.

- A. Obligations of Mundelein. At all times during the term of this Agreement, Mundelein shall continuously operate a full-service dispatch center to provide Dispatch Services to Winthrop Harbor. Dispatch Services to be provided by the Communication Center to Winthrop Harbor shall include, without limitation, the following:
  - Provide 24-hour a day answering of all 9-1-1 calls for police services, fire protection and emergency medical services within the Village of Winthrop Harbor.
  - Provide 24-hour a day answering of all calls made to the ten (10) digit emergency telephone numbers for the WHFD and the WHPD.
  - Provide answering of all calls made to the Winthrop Harbor public safety non-emergency ten (10) digit WHPD telephone number. These calls must first be directed through Winthrop Harbor's auto attendant before the Communication Center will answer calls seeking immediate assistance.
  - 4. Utilize updated telephone lists of Winthrop Harbor staff and employees, and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by the Communication Center.
  - Provide 24-hour a day dispatching for all WHPD and WHFD calls for police services and fire protection and emergency medical services and related

- activities. The Communication Center shall provide properly qualified employees to dispatch all calls for fire protection and police services.
- 6. Maintain and operate radio, emergency telephone and computer communications located in the Communication Center for all Police Department and Fire Department calls of both jurisdictions, utilizing national recognized standards and existing procedures of the Communication Center.
- 7. Utilize best efforts to employ sufficient staff to answer anticipated call loads as the demands change from time to time.
- Provide and continuously update training to all employees of the Communication Center in the operation of the equipment utilized by the Communication Center in order to provide the Dispatch Services.
- Upon request by Winthrop Harbor, the Communication Center shall provide copies of reports on call volume, LEADS reports, officer time usage, and other requested reports.
- 10. Provide warning notifications to the Winthrop Harbor community and residents, including activating community warning sirens and mass call system, as requested by Winthrop Harbor and in accordance with the Communication Centers policies and procedures, provided that Winthrop Harbor shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Winthrop Harbor's community warning sirens and mass call system from the Communication Center.
- 11. Maintain a call logging and recording system of all emergency 9-1-1 calls and provide access to recorded calls to Winthrop Harbor in accordance with the Communication Center policies and procedures.
- 12. Operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:
  - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
  - Enter into the LEADS or NCIC system information as requested by Winthrop Harbor including without limitation warrants and sex offenders.
  - c. Maintain and manage all hot files, LEADS and NCIC files.
  - d. Remove from the LEADS and NCIC files information and data that

- is no longer current upon proper notification.
- e. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Winthrop Harbor.
- 13. Maintain and operate mutual aid dispatch services for Winthrop Harbor in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS") for police and the Mutual Aid Box Alarm System ("MABAS") for fire, as well as any other applicable public safety organizations, provided, however that the Communication Centers obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Winthrop Harbor.
- 14. All tele-communicators responsible for the provision of emergency medical dispatch ("EMD") shall be EMD certified through one of the state approved EMD certification programs.
- 15. Participate in training with Winthrop Harbor fire and police personnel, or other critical employees, to effectively carry out dispatching obligations.
- B. Obligations of Winthrop Harbor. Winthrop Harbor agrees to perform the following in order to enable the Communication Center to efficiently and properly fulfill its obligations under this Agreement:
  - Provide timely updated telephone lists of critical Winthrop Harbor employees, call out procedures, and suggested telephone answering procedures.
  - 2. Provide timely notification of a Winthrop Harbor designee for receiving notice in the extended absence of Police Chief and/or Fire Chief.
  - 3. Provide proper equipment and connections to enable the Communication Center to view, when requested by Winthrop Harbor, all closed circuit video cameras as identified by Winthrop Harbor, with the understanding that these video cameras will provide real time viewing. The Communication Center will have the ability to view the camera sites, but the Communication Center is not undertaking and shall not undertake the duty to record the video camera sites.
  - Provide installation and maintenance for all vehicle computers, laptops and/or tablets in Winthrop Harbor's police and fire apparatus and other vehicle fleet.

- 5. Winthrop Harbor will provide an auto attendant for all non-emergency telephone calls during the hours that Winthrop Harbor does not have the phones staffed. Winthrop Harbor will be responsible for the delivery of all non-emergency phone calls being forwarded by the auto attendant to the Communication Center.
- 6. Provide timely reports and other data needed for the Communication Center to comply with LEADS requirements.

#### Section 3. Determination and Payment of Costs by Winthrop Harbor.

A. Monthly Fee for Dispatch Services. Winthrop Harbor agrees to pay a monthly fee ("Monthly Dispatch Fee") to the Village of Mundelein for the Dispatch Services provided by Mundelein pursuant to this Agreement in the amount of the below listed annual fee structure divided by 12 equal monthly payments.

Year 1	\$135,000.00
Year 2	\$139,050.00
Year 3	\$143,221.00
Year 4	\$147,517.00
Year 5	\$151,942.00

Limitation Law [35 ILCS 200/18-185 to 18-245]. The monthly dispatch fee shall be due on the first of each month beginning on July 1, 2018; the "Commencement Date". The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. New recipients of dispatch services. The parties acknowledge that Mundelein may be approached by other municipalities and/or fire protection districts to enter into agreements by which Mundelein may provide dispatch services and Mundelein retains the power and the right, in its sole discretion, to enter into such agreements; provided that Mundelein represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner following any extension of similar services by Mundelein to other municipalities or fire protection districts and that Winthrop Harbor shall not be responsible for any increased cost to the Communication Center attributable to such other municipalities or fire protection districts receiving dispatch services from Mundelein.

#### Section 4. Insurance.

A. Coverage Provided. Mundelein agrees to provide the following insurance coverages for the Dispatch Services:

- 1. Commercial General liability;
- 2. Business liability for any equipment used in the provision of the Dispatch Services under this Agreement;
- 3. First Party Property;
- 4. Workers' Compensation; and
- 5. Employers' Liability for employees of Mundelein who perform the Dispatch Services under this Agreement.
- 6. Such coverages shall be in amounts no less than what Mundelein maintains for itself in its normal course of business.

#### B. Indemnification.

- Mundelein does hereby indemnify and hold Winthrop Harbor harmless from and against any and all claims which may arise out of the provision of Dispatch Services by the Communication Center under this Agreement, except to the extent caused by the negligence of Winthrop Harbor, as the case may be.
- 2. Winthrop Harbor does hereby indemnify and hold Mundelein harmless from and against any and all claims which may arise out of the obligations of Winthrop Harbor under this Agreement, or any obligation related to the provision of police and/or fire services, except to the extent caused by the negligence of the Communication Center.
- 3. Neither the purchase of insurance or this indemnity language shall waive any statutory immunity protections for either the Village of Mundelein and Village of Winthrop Harbor.
- C. Proof of Coverage by Mundelein. Mundelein agrees to furnish to Winthrop Harbor a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Winthrop Harbor within thirty (30) days after the effective date of this Agreement, and shall name Winthrop Harbor as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.
- D. Termination of Coverage. If Mundelein's coverage as provided by its insurer is terminated for any reason:
  - 1. Mundelein shall promptly notify Winthrop Harbor of receipt of any such

notice; and

- Mundelein agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.
- E. Coverage by Winthrop Harbor. Winthrop Harbor agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Winthrop Harbor under this Agreement, and to provide proof of insurance at Mundelein's request.

#### Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between the Communication Center and Winthrop Harbor. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

- A. Access to information about service delivery. Winthrop Harbor shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Winthrop Harbor (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of the Communication Center.
- B. Issue resolution procedure. The Communication Center shall establish operational rules and procedures for logging in and responding to inquiries and issues referred to it by individuals contacting the Communications Center concerning the Dispatch Services. The procedures shall include a requirement that the Communication Center informs Winthrop Harbor when specific inquiries and/or issues concerning Dispatch Services are brought to the attention of the Communication Center. The rules and procedures shall include responding to operational issues referred by the WHPD, WHFD, or other Winthrop Harbor officials.
- C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis (at least quarterly) to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including, without limitation issues relating to the operation of the Communication Center in providing Dispatch Services, and the complaint procedures.

#### Section 6. Records.

The Communication Center shall establish and keep a computerized record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act and the Criminal Justice Information Services Security Policy, the provisions of which shall supersede any conflicting requirement of this Section.

#### Section 7. Dispute Resolution.

- Negotiations. The parties desire to avoid and settle without litigation any future A. disputes that may arise between them relative to this Agreement, Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting 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 parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) 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, including termination.
- B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Mundelein and Winthrop Harbor shall continue to fulfill the terms of this Agreement to the fullest extent possible. Mundelein shall continue to provide Dispatch Services to Winthrop Harbor as provided by this Agreement. Winthrop Harbor shall continue to make all monthly payments to Mundelein for the Dispatch Services as provided by this Agreement. Except as provided herein, Winthrop Harbor shall have no right to withhold from Mundelein payments due or which become due under this Agreement, nor any right to recover from Mundelein amounts previously paid under this Agreement (unless paid in error or contrary to the provisions of this Agreement or law), nor any right of reduction or set-off against the amounts due or which become due under this Agreement; it being the intent hereof that the parties shall be absolutely and unconditionally obligated to make all payments under this Agreement, such obligations to survive termination of this Agreement.
- C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law

and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. However, during all periods in which the parties are dealing with a dispute or a remedy, Mundelein shall continue to provide dispatch services only so long as Winthrop Harbor continues to make its monthly payments.

#### Section 8. Term: Termination.

- A. Term. The term of this Agreement shall be for 4 years and 10 months following the Commencement Date, terminating on April 30, 2023. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable. If the parties do not agree upon a new Contract Price, and if neither party has given timely notice to terminate, then the contract will renew under the same terms and the new Contract Price shall increase at the rate of 3% from the contract price immediately preceding the contract year in question.
- B. Termination. This Agreement may be terminated pursuant to one of the following:
  - By written amendment to this Agreement duly authorized by the Corporate Authorities of each of the parties; or
  - 2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10 day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the nondefaulting party may determine). A party that terminates this Agreement pursuant to this Section shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.
  - Any party may cancel this agreement without cause with advance written notice of at least 365 days and without regard to whether or not the

Dispute Resolution procedure set forth in Section 7 or the material default procedure set forth in Section 8, paragraph B, subparagraph 3 has been initiated or followed by any party. Upon termination of this Agreement pursuant to this paragraph. Winthrop Harbor shall be responsible to reimburse Mundelein for unemployment compensation costs incurred by Mundelein that are directly attributable to Winthrop Harbor's request for early termination, unless a court of competent jurisdiction determines that such termination of this Agreement was due to a breach of this Agreement by Mundelein.

#### Section 9. Miscellaneous.

- A. Unfunded mandates. The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose new obligations on the Communication Center over and above current obligations, then the parties agree to negotiate a sharing of all new or additional costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.
- B. Effective date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the services to be provided by the Communication Center to Winthrop Harbor shall not begin until the Commencement Date.

#### Section 10. General Provisions.

Notice. Any notice or communication required or permitted to be given under this A. Agreement shall be in writing and shall be delivered (I) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (I) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village of Mundelein shall be addressed to, and delivered at, the following address:

Village of Mundelein Attention: Village Administrator 300 Plaza Circle Mundelein, IL 60060

Notices and communications to the Village of Winthrop Harbor shall be addressed to, and delivered at. The following address:

Village of Winthrop Harbor Attention: Village Administrator 830 Sheridan Road Winthrop Harbor, IL 60096

- B. Time of the essence. Time is of the essence in the performance of this Agreement.
- C. Rights cumulative. Unless expressly provided to the contrary in this Agreement, 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.
- D. Non-waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. Ownership and capital costs. Mundelein will own the entire dispatch system, including all equipment maintained inside the Communication Center at 221 North Lake Street, Mundelein, Illinois. Winthrop Harbor shall own any radios purchased by Winthrop Harbor under the terms of the Radio Purchase Agreement.
- F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not that which conflict with the laws and rules, of the State of Illinois.

- H. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- Entire Agreement. This Agreement constitutes the entire agreement between the
  parties and supersedes any and all prior agreements and negotiations between
  the parties, whether written or oral, relating to the subject matter of this
  Agreement.
- J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. Amendments and modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Corporate Authorities of the parties to this Agreement in accordance with applicable law.
- L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- M. Authority to execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of such party.
- N. Third party beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Mundelein and Winthrop Harbor.

IN WITNESS HERIEOF, Mundelein and Winthrop Harbor, respectively, have caused this Agreement to be executed by their respective Mayor and attested by their respective Clerk as of the day and year first above written.

VILLAGE OF MUNDELEIN

By:

Mayor

Attest: Sur

Clerk

VILLAGE OF WINTHROP HARBOR

hiha (A (Szuro)
ui Rittenhouse

Ву:

Mayor

Attest

Clerk

#### **RESOLUTION 2018 - R -18**

# A RESOLUTION AUTHORIZING EXECUTION OF TWO INTERGOVERNMENTAL AGREEMENTS ESTABLISHING A JOINT EMERGENCY TELECOMMUNICATIONS SAFETY BOARD AND DISPATCH AGREEMENT WITH THE VILLAGE OF MUNDELEIN

WHEREAS, the Village has operated a dispatch center, funded in part through an Emergency Telecommunications Safety Board (ETSB) for many years, and

WHEREAS, revisions to the Emergency Telephone Systems Act (50 ILCS 750/0.01) have required that communities of the size of this Village consolidate dispatch services with a larger municipality or other approved service provider, and

WHEREAS, the Chief of Police and the Fire Chief have canvassed the available options for complying with this Act, and have recommended that the Village combine its dispatch services with those provided by the Village of Mundelein, and

WHEREAS, the Village Board has received and reviewed the Chiefs' recommendation, and finds that the same is the best possible option currently available to the Village in complying with this unfunded mandate from the State of Illinois, and

WHEREAS, attached hereto as Exhibit A is a draft Intergovernmental Agreement to establish a joint ETSB in place of the ETSB currently operated by the Village, and

WHEREAS, attached hereto as Exhibit B is a draft Intergovernmental Agreement which will allow the Village of Mundelein to provide dispatch services to the Village's police and fire departments in conjunction with the joint ETSB, and

WHEREAS, the Village Board finds that the Exhibits A and B represent fair and appropriate agreements for the dispatch services required by law and should be executed,

**NOW THEREFORE, BE IT RESOLVED** by the Village of Winthrop Harbor, Lake County, Illinois, as follows:

**SECTION ONE:** The Mayor, Clerk and all other appropriate Village officials are directed to execute the intergovernmental agreements attached as Exhibits A and B hereto.

**SECTION TWO:** The Mayor, Clerk, Chief of Police, Fire Chief and all other appropriate Village officials are directed to take any and all steps necessary to implement the policies, procedures, protocols and obligations imposed by the Exhibit A and B agreements as soon as practical, and in accordance with the provisions of those agreements.

SECTION THREE: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR, ILLINOIS, ON THIS  $1^{\rm st}$  DAY OF May, 2018.

ATTEST:

DR MICHAEL BRUNO, MAYOR

JULIE RITTENHOUSE, VILLAGE CLERK

#### RESOLUTION 2018 - R -19

### A RESOLUTION AUTHORIZING EXECUTION OF A RADIO PURCHASE AGREEMENT WITH THE VILLAGE OF MUNDELEIN

WHEREAS, the Village is entering into Intergovernmental Agreements for the consolidation of dispatch services with the Village of Mundelein in compliance with recent revisions to the Emergency Telephone Systems Act (50 ILCS 750/0.01), and

WHEREAS, the requirements of this consolidation of services requires the purchase and use of new radio equipment, and

WHEREAS, attached hereto as Exhibit A is a draft Intergovernmental Agreement which will allow the Village of Mundelein to purchase and furnish radios to the Village for its use subject to the Village's agreement to repay the purchase price to Mundelein over a period of time, and

WHEREAS, the Village Board finds that the Exhibits A radio purchase agreement is a fair and appropriate agreement supplementing the dispatch services required by law and should be executed, and

WHEREAS, due to the time restrictions imposed by the Act, the exact amount of the purchase price and monthly payment due to be paid to Mundelein is unknown at the time of adopting this resolution, the amounts are left blank,

**NOW THEREFORE, BE IT RESOLVED** by the Village of Winthrop Harbor, Lake County, Illinois, as follows:

**SECTION ONE:** The Mayor, Clerk and all other appropriate Village officials are directed to execute the intergovernmental agreement in substantial conformity with the draft attached as Exhibit A hereto, but the amounts of the payments and purchase price shall be specified.

**SECTION TWO:** The Mayor, Clerk, Chief of Police, Fire Chief and all other appropriate Village officials are directed to take any and all steps necessary to implement the policies, procedures, protocols and obligations imposed by the Exhibit A agreement as soon as practical, and in accordance with the provisions of those agreements.

**SECTION THREE:** The Clerk shall report to the Mayor and Village Board on the amounts of the final purchase price and monthly payments once the final figures are available.

SECTION FOUR: This resolution shall take effect immediately upon passage.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WINTHROP HARBOR, ILLINOIS, ON THIS 1st DAY OF May, 2018.

ATTEST:

DR. MICHAEL BRUNO, MAYOR

JULIE RITTENHOUSE,

VILLAGE CLERK

STATE OF ILLINOIS	)
	)
COUNTY OF LAKE	)

#### CERTIFICATE

I, Sol C. Cabachuela, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on April 23, 2018 the Corporate Authorities of such Village passed and approved

Ordinance No. 18-04-22

#### which is entitled

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WINTHROP HARBOR TO ESTABLISH A JOINT ETSB

which provides by its terms that it should be published in pamphlet form.

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on April 27, 2018 and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois this 27th day of April 2018.

Village Clerk

ORDINANCE NO. 18-04-22	
AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WINTHROP HARBOR TO ESTABLISH A JOINT ETSB	
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Published in pamphlet form by the authority of the President and Board of Trustees	
of the Village of Mundelein, Illinois	
Date of Publication: 4/27/18	

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#### **ORDINANCE NO. 18-04-22**

### AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WINTHROP HARBOR TO ESTABLISH A JOINT ETSB

WHEREAS, the Village of Mundelein is a home rule unit municipality duly authorized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes and promotes intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq., further authorizes and promotes intergovernmental cooperation; and

WHEREAS, the Village of Mundelein operates a full service dispatch communication center located at 221 North Lake Street, Mundelein, Illinois (the "Communication Center"); and

WHEREAS, the Mundelein Communication Center is a public safety answering point ("PSAPs") as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "ETSA"); and

WHEREAS, Section 15.4a of the ETSA requires a 9-1-1 Authority, as defined in the ETSA, which serves a population of less than 25,000 be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board; and

WHEREAS, the Village of Mundelein and the Village of Winthrop Harbor each have an emergency telephone system board, as defined in the ETSA, appointed by its corporate authorities; and

WHEREAS, the ETSA authorizes any two or more municipalities, counties, or combinations thereof, to establish, by an intergovernmental agreement, a joint emergency telephone system board ("JETSB"), as defined therein; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village of Winthrop Harbor has entered into a Dispatch Services agreement with the Village of Mundelein pursuant to which the Village of Mundelein will provide dispatch services to the Village of Winthrop Harbor under a JETSB; and

Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards; and

WHEREAS, the Village of Mundelein and the Village of Winthrop Harbor have determined that it is in their mutual best interests, and in furtherance of public health, safety, and welfare, to enter into an intergovernmental Agreement to establish a JETSB.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

<u>Section 1.</u> The recitals set forth above are incorporated herein by reference and are adopted as the findings of the Mayor and Board of Trustees.

<u>Section 2.</u> The intergovernmental agreement to establish and operate a Joint Emergency Telephone Systems Board, which shall be in substantially the form attached hereto as **Exhibit A** and made a part of this ordinance by reference, is hereby approved.

<u>Section 3.</u> The Mayor, Village Clerk, Village Administrator are authorized and directed to take all steps necessary to carry out the intent of this ordinance, including the execution, certification and submission of all documents related to the establishment of a Joint Emergency Telephone System Board.

<u>Section 4.</u> Nothing in this Ordinance shall be construed to affect any suit or proceedings pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action arising, acquired or existing under any act or ordinance or portion thereof hereby repealed or amended by this ordinance; nor shall any just or legal right, claim, penalty or remedy of any character of the corporate authority existing on the effective date hereof by lost, impaired or affected by this Ordinance.

Section 5. If any provision, clause, sentence, paragraph, section, Or part of this ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

Section 6. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

ADOPTED this 23rd day of April, 2018 by a roll call vote as follows:

RESULT:

CARRIED [UNANIMOUS]

MOVER:

Bill Rekus, Trustee

SECONDER: Ray Semple, Trustee

AYES:

Rekus, Russell, Black, Abernathy, Meier, Semple

ADOPTED: April 23, 2018

APPROVED: April 23, 2018

PUBLISHED in pamphlet form: April 27, 2018

STATE OF ILLINOIS	)
	)
COUNTY OF LAKE	)

#### CERTIFICATE

I, Sol C. Cabachuela, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

i further certify that on April 23, 2018 the Corporate Authorities of such Village passed and approved

Ordinance No. 18-04-23

#### which is entitled

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE VILLAGE OF MUNDELEIN AND THE VILLAGE OF WINTHROP HARBOR

which provides by its terms that it should be published in pamphlet form.

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on April 27, 2018 and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois this 27th day of April 2018.

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ORDINANCE NO18-04-23
AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE VILLAGE OF MUNDELEIN AND THE VILLAGE OF WINTHROP HARBOR
Published in pamphlet form by the authority of the President and Board of Trustees of the Village of Mundelein, Illinois
Date of Publication: 4/27/18

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#### **ORDINANCE NO. 18-04-23**

## AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE VILLAGE OF MUNDELEIN AND THE VILLAGE OF WINTHROP HARBOR

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., (the "Act") authorizes units of local government to exercise jointly with any public agency of the State including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, the Village of Mundelein operates a communication center ("Communication Center") for emergency dispatch services; and

WHEREAS, the Village of Winthrop Harbor operates a full time police department (hereinafter, the "WHPD") providing police services within the Village of Winthrop Harbor; and

WHEREAS, section 15.4a of the Emergency Telephone Systems Act, 50 1LCS 750/0.01, et seq. ("ETSA") provides that a 9-1-1 Authority, as defined in the ETSA, which serves a population of less than 25,000 be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a public safety answering point ("PSAP") to create a joint emergency telephone systems board; and

WHEREAS, the Village of Mundelein and the Village of Winthrop Harbor wish to enter into an intergovernmental agreement ("Agreement"), pursuant to which Mundelein will provide Winthrop Harbor with certain emergency telephone answering, computer aided dispatching, mass call system activation, and police and fire radio dispatch services utilizing personnel and equipment maintained and operated by the Village of Mundelein ("Dispatch Services"); and

WHEREAS, the Village of Mundelein and the Village of Winthrop Harbor have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within their respective jurisdictional areas to enter into a Dispatch Services Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE VILLAGE BOARD OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

<u>Section 1:</u> That the terms of the attached hereto as **Exhibit A** Dispatch Services Agreement with the Village of Winthrop Harbor are approved and agreed to by the Village of **Mundelein**.

<u>Section 2:</u> That a true copy of the aforesaid Dispatch Services Agreement is attached hereto as Exhibit "A" and is incorporated herein as it fully set forth in this Ordinance.

<u>Section 3:</u> That the Mayor and Village Clerk are hereby authorized to execute the Intergovernmental Agreement with the Village of Winthrop Harbor, in substantially the form attached hereto, with such changes therein as may be approved by the officials executing the same; their execution thereof to constitute conclusive evidence of the approval of such changes.

<u>Section 4:</u> That the Mayor and the Village Clerk are authorized to execute such number of duplicate originals of said Intergovernmental Agreement so as to provide adequate duplicates to the parties thereto.

<u>Section 5:</u> Nothing in this Ordinance shall be construed to affect any suit or proceedings pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action arising, acquired or existing under any act or ordinance or portion thereof hereby repealed or amended by this ordinance; nor shall any just or legal right, claim, penalty or remedy of any character of the corporate authority existing on the effective date hereof be lost, impaired or affected by this Ordinance.

<u>Section 6:</u> If any provision, clause, sentence, paragraph, section, or part of this ordinance or application thereof to any person, firm, corporation, public agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgement shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, or part thereof not been included.

Section 7: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

IN WITNESS HEREOF, the Village of Mundelein and Winthrop Harbor, respectively, have caused this Agreement to be executed by their respective Mayor and attested by their respective Village Clerk as of the day and year first above written.

ADOPTED this 23rd day of April, 2018 by a roll call vote as follows:

RESULT:

CARRIED [UNANIMOUS]

MOVER:

Bill Rekus, Trustee

SECONDER: Ray Semple, Trustee

AYES:

Rekus, Russell, Black, Abernathy, Meier, Semple

ADOPTED: April 23, 2018

APPROVED: April 23, 2018

PUBLISHED in pamphlet form: April 27, 2018

Village Clerk

STATE OF ILLINOIS	)
	)
COUNTY OF LAKE	)

## CERTIFICATE

I, Sol C. Cabachuela, certify that I am the duly elected Municipal Clerk for the Village of Mundelein, Lake County, Illinois.

I further certify that on April 23, 2018 the Corporate Authorities of such Village passed and approved

#### Ordinance No. 18-04-24

#### which is entitled

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF MUNDELEIN EFFECTIVE UPON THE COMMENCEMENT DATE OF THE CONSOLIDATED DISPATCH JOINT CENTRAL LAKE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (JETSB)

which provides by its terms that it should be published in pamphlet form.

The pamphlet form of said Ordinance, including the Ordinance and a cover sheet thereof was prepared and a copy of such Ordinance was posted in the Village Hall commencing on April 27, 2018 and was posted for at least ten days thereafter.

Copies of such Ordinance are available for public inspection upon request in the Customer Service Office.

Dated at Mundelein, Illinois this 27th day of April 2018.

Village Clerk

## **ORDINANCE NO. 18-04-24**

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF MUNDELEIN EFFECTIVE UPON THE COMMENCEMENT DATE OF THE CONSOLIDATED DISPATCH JOINT CENTRAL LAKE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (JETSB)

WHEREAS, the Village of Mundelein (hereinafter the "Village") has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of its citizens; and,

WHEREAS, the Village of Mundelein Municipal Code (the "Code"), provides for the establishment of various boards and commissions with duties and powers related to the operations of the Village; and,

whereas, pursuant to the Emergency Telephone Systems Act ("ETSA"), 50 ILCS 750/0.01, et seq. the Village previously established the Village's Emergency Telephone System Board (ETSB) pursuant to Ordinance Number [89-6-23, amended by Ordinance 99-4-19]; and,

WHEREAS, to comply with Public Act 99-6 and Public Act 100-20, which amended the ETSA, the Mundelein corporate authorities have determined that it is in the best interests of the Village, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement ("IGA") with certain other municipalities in order to create a joint emergency telephone system board (JETSB); and,

WHEREAS, pursuant to the IGA and the ETSA, the Village must dissolve the ETSB upon the Commencement Date of the JETSB, as defined in the IGA, which shall be on April 23, 2018, subject to the State of Illinois' approval of the consolidation plan (the "Plan") to which the IGA pertains; and

WHEREAS, the applicable administrative rules promulgated by the State require that the Village ordinance dissolving the ETSB be submitted with the Plan; and,

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE VILLAGE BOARD OF THE VILLAGE OF MUNDELEIN, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Recitals.

The above-stated recitals are incorporated into this Ordinance by reference.

Section 2. Dissolution of Village's ETSB.

The Village's ETSB shall be dissolved and Ordinance Number [89-6-23 and 99-4-19] shall be repealed in its entirety and reserved, effective upon the commencement of the JETSB, which shall occur on: (i) April 23, 2018 and (ii) the State of Illinois approval of the creation of the JETSB.

Section 3. Execution of the Dissolution.

The Mayor, Chief of Police, and Village Clerk are authorized and directed to take all steps necessary to carry out the intent of this ordinance, including the execution, certification and submission of all documents related to the Village's proper dissolution of the Village's ETSB.

<u>Section 4.</u> Nothing in this ordinance shall be construed to affect any suit or proceedings pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action arising, acquired or existing under any act or ordinance or portion thereof hereby repealed or amended by this ordinance; nor shall any just or legal right, claim, penalty or remedy of any character of the corporate authority existing on the effective date hereof be lost, impaired or affected by this Ordinance.

Section 5. If any provision, clause, sentence, paragraph, section, or part of this ordinance or application thereof to any person, firm, corporation, pubic agency or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporation, or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, or circumstances involved. It is hereby declared to be the legislative intent of the corporate authorities that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof

not been included.

Section 6. That this Ordinance shall be in full force and effective from and after its passage, approval and publication in pamphlet form as required by law.

IN WITNESS HEREOF, the Village of Mundelein and Winthrop Harbor, respectively, have caused this Agreement to be executed by their respective Mayor and attested by their respective Clerk as of the day and year first above written.

ADOPTED this 23rd day of April, 2018 by a roll call vote as follows:

RESULT:

CARRIED [UNANIMOUS]

MOVER:

Bill Rekus, Trustee

SECONDER: Ray Semple, Trustee

AYES:

Rekus, Russell, Black, Abernathy, Meier, Semple

ADOPTED: April 23, 2018

APPROVED: April 23, 2018

PUBLISHED in pamphlet form: April 27, 2018

Village Clerk



#### **AGREEMENT**

Alternate Public Safety Answering Point

# For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Vernon Hills Police Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls for police/fire assistance.

# Call Handling

When the volume of emergency calls at the Joint Central Lake County ETSB PSAP is such that an overflow of emergency calls is produced, the overflow of emergency calls will be transferred to the Vernon Hills Police Department. The Vernon Hills Police Department, located at 754 Lakeview Parkway, Vernon Hills, IL 60061, will serve as the secondary PSAP, and will be utilized in the event that the primary Joint Central Lake County ETSB PSAP becomes inoperable, providing the Vernon Hills Police Department is physically capable of receiving such calls. It would then become the receiving center for all emergency public safety services provided to all participating agencies in the Joint Central Lake County ETSB. When the Vernon Hills Police Department receives the emergency call for service originating from the Joint Central Lake County ETSB PSAP, they will dispatch the call via local radio channel 470.8625 to the appropriate jurisdiction and an emergency unit will respond to the call for assistance. The Vernon Hills Police Department will collect the appropriate information about the caller and transfer this information back to the Joint Central Lake County ETSB PSAP for the proper recording of this information.

Mundelein Police Department

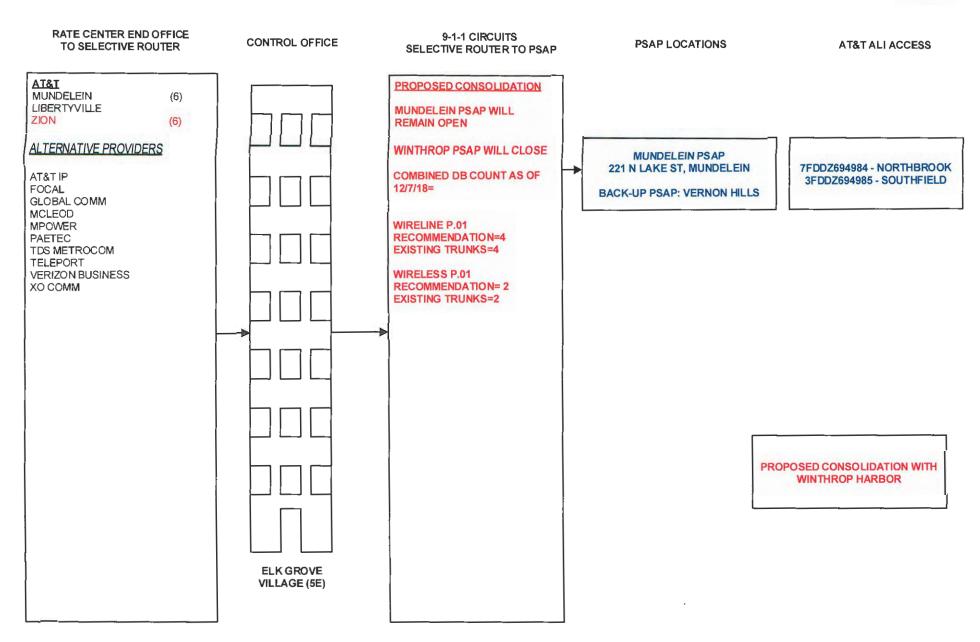
Eric J. Guenther Chief of Police Vernon Hills Police Department

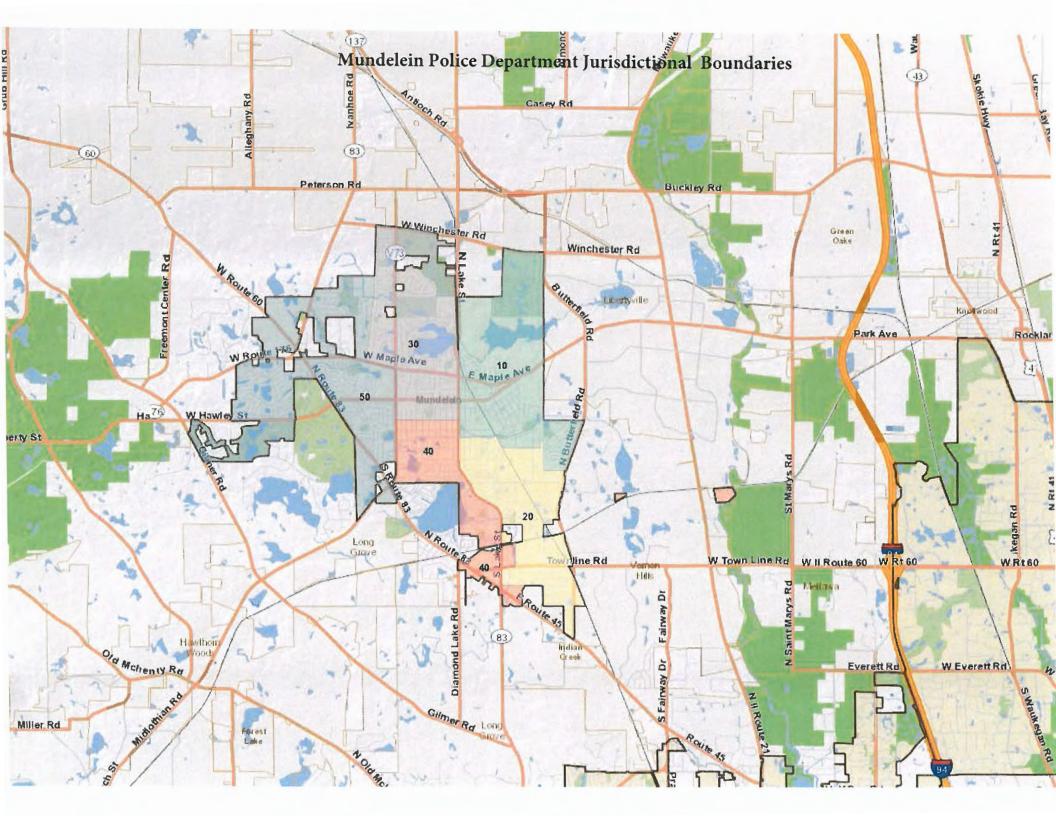
Patrick Kreis
Chief of Police

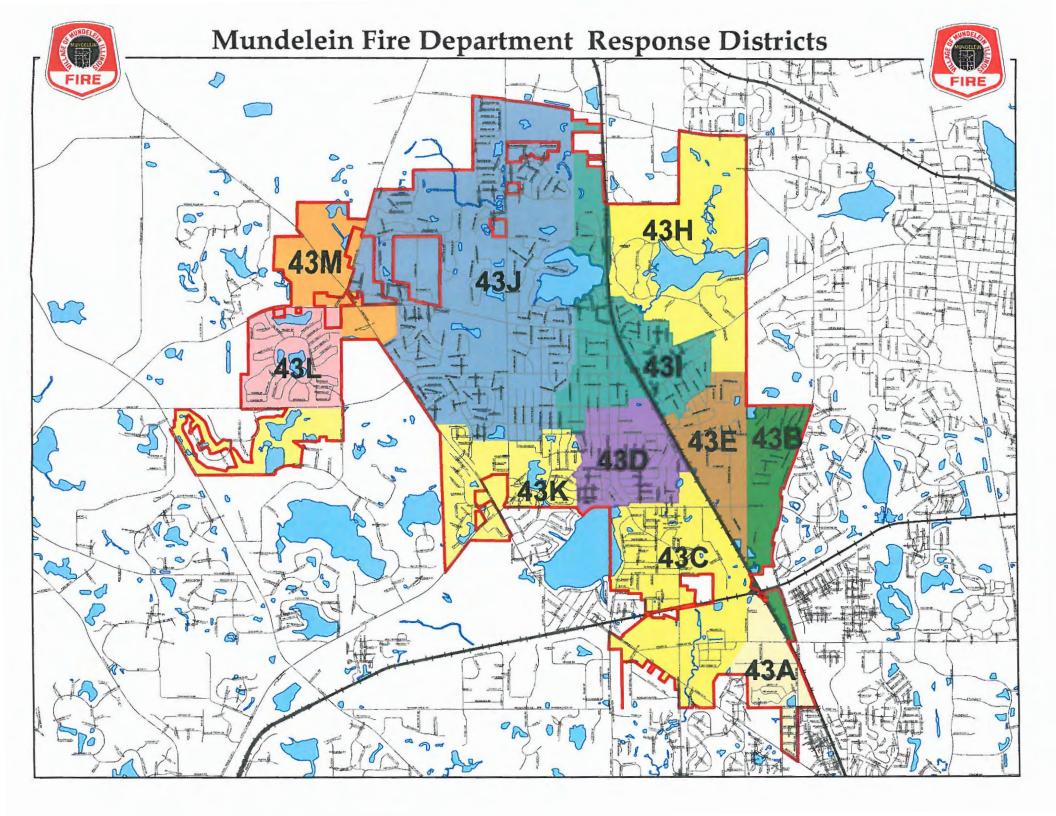
# Village of Mundelein Dispatch Center Budgets May 1 - April 30

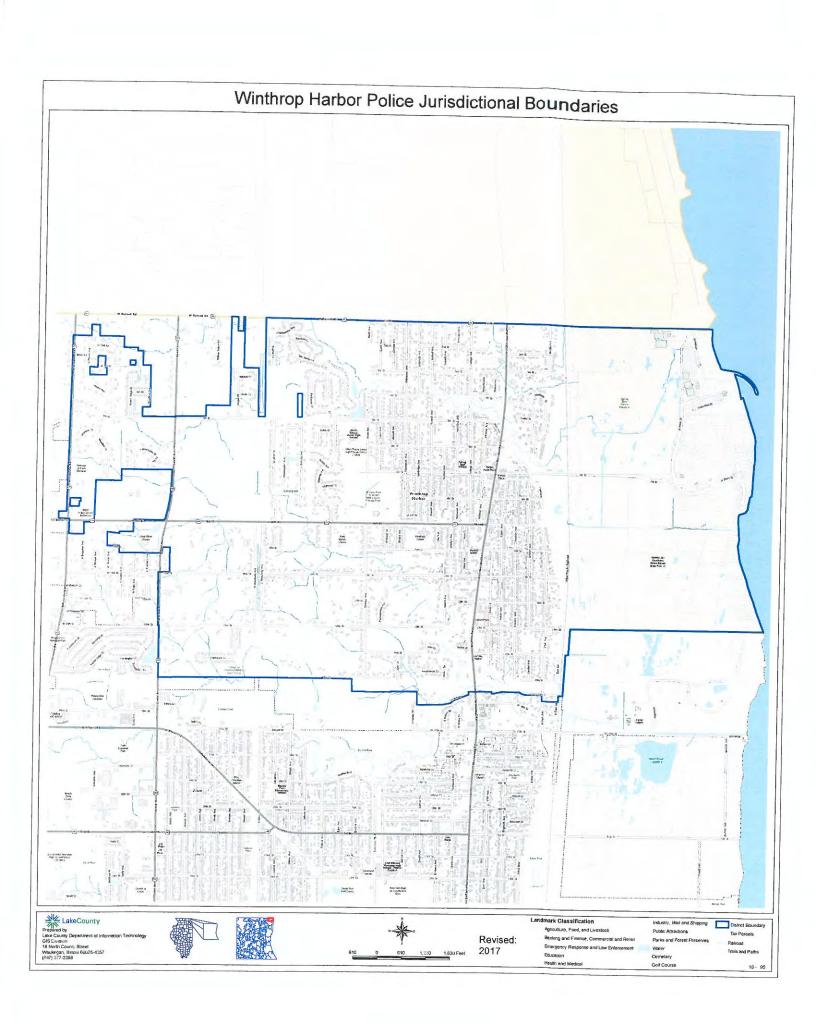
		FY2019	FY2020			FY2021	FY2022		FY2023	
Revenues										
911 Fees	\$	354,000	\$	425,000	\$	425,000	\$	425,000	\$	425,000
Service Fees	\$	83,857	\$	156,628	\$	160,628	\$	164,628	\$	168,628
Total Revenues	\$	437,857	\$	581,628	\$	585,628	\$	589,628	\$	593,628
Expenditures										
Personnel	\$	950,000	\$	988,000	\$	1,027,520	\$	1,068,621	\$	1,111,366
Software Maintenance	\$	42,000	\$	43,000	\$	44,000	\$	45,000	\$	46,000
Other Services	\$	70,000	\$	71,000	\$	72,000	\$	73,000	\$	74,000
Capital	\$	100,000	\$	50,000	\$	50,000	\$	500,000	\$	50,000
Total Expenditures	\$	1,162,000	\$	1,152,000	\$	1,193,520	\$	1,686,621	\$	1,281,366
				-						
Net Income (Loss)	\$	(724,143)	\$	(570,372)	\$	(607,892)	\$	(1,096,993)	\$	(687,738)

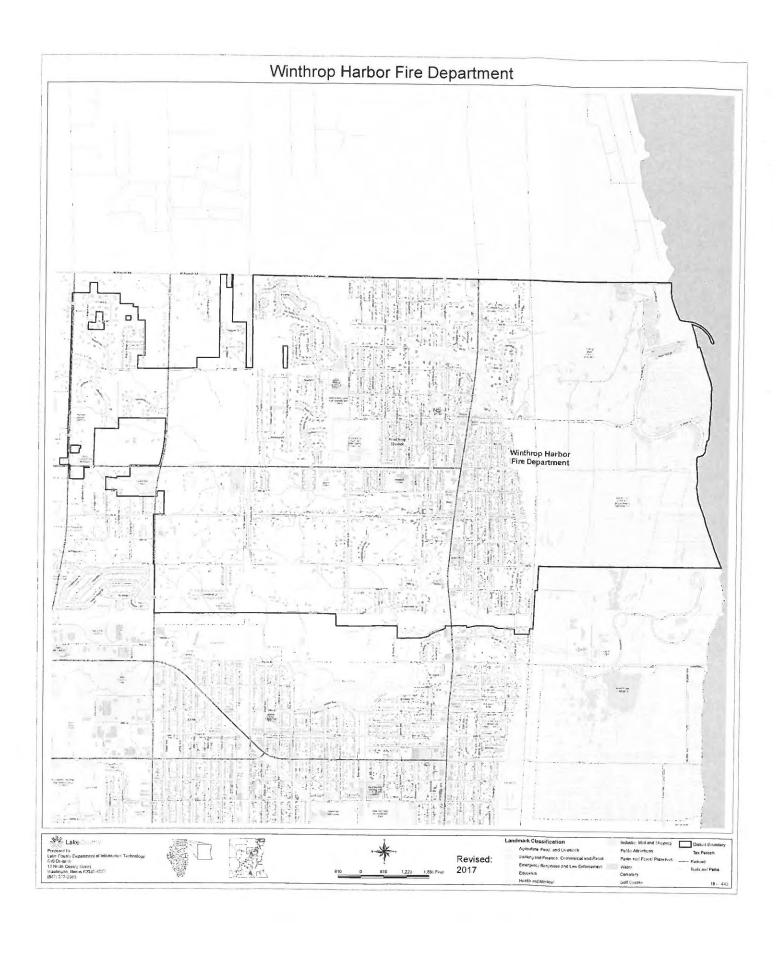












#	Area Code	Prefix	City	State	Zip	County	Company
1	224	<u>358</u>	MUNDELEIN	IL	60060	LAKE	NEW CINGULAR WIRELESS PCS, LLC - IL
2	224	<u>360</u>	MUNDELEIN	IL	60060	LAKE	BANDWIDTH.COM CLEC, LLC - IL
3	224	<u>433</u>	MUNDELEIN	IL	60060	LAKE	T-MOBILE USA, INC.
4	224	<u>602</u>	MUNDELEIN	<u>IL</u>	60060	LAKE	NEW CINGULAR WIRELESS PCS, LLC - IL
5	224	<u>715</u>	MUNDELEIN	IL	60060	LAKE	T-MOBILE USA, INC.
6	224	<u>778</u>	MUNDELEIN	IL	60060	LAKE	BROADWING COMMUNICATIONS, LLC - IL
7	224	<u>864</u>	MUNDELEIN	<u>IL</u>	60060	<u>LAKE</u>	PEERLESS NETWORK OF ILLINOIS, LLC - IL
8	224	<u>931</u>	MUNDELEIN	<u>IL</u>	60060	LAKE	NEW CINGULAR WIRELESS PCS, LLC - IL
9	847	<u>388</u>	MUNDELEIN	<u>IL</u>	60060	LAKE	MCIMETRO ACCESS TRANSMISSION SERVICES LLC
10	847	<u>393</u>	MUNDELEIN	<u>IL</u>	60060	<u>LAKE</u>	TELEPORT COMMUNICATIONS AMERICA, LLC - IL
11	847	566	MUNDELEIN	IL	60060	<b>LAKE</b>	AMERITECH ILLINOIS
12	847	643	MUNDELEIN	IL	60060	LAKE	OVATION COMMUNICATIONS OF ILLINOIS, INC.
13	847	668	MUNDELEIN	<u>IL</u>	60060	LAKE	T-MOBILE USA, INC.
14	847	694	MUNDELEIN	IL	60060	LAKE	USA MOBILITY WIRELESS, INC.
15	847	837	MUNDELEIN	<u>IL</u>	60060	<b>LAKE</b>	AMERITECH ILLINOIS
16	847	949	MUNDELEIN	IL	60060	<b>LAKE</b>	AMERITECH ILLINOIS
17	847	970	MUNDELEIN	<u>IL</u>	60060	LAKE	AMERITECH ILLINOIS

#	Area Code	Prefix	City	State	Zip	County	Company
1	224	717	WINTHROP HARBOR	<u>IL</u>	60096	LAKE	T-MOBILE USA, INC.
2	224	<u>730</u>	WINTHROP HARBOR	<u>IL</u>	60096	<u>LAKE</u>	T-MOBILE USA, INC.
3	224	789	WINTHROP HARBOR	<u>IL</u>	60096	LAKE	T-MOBILE USA, INC.