16-C-16: 1/30/17

911 GENERAL INFORMATION

DATE:		
Type of Change: Consolidation within an ETSB	Joint ETSB Uns	erved consolidation
Current System Name:	Population Served	Land Area in Sq Miles
Schiller Park Emergency Telephone System ICC #91-0174	11793	2.77
Norridge Emergency Telephone System ICC #92-0276	14572	1.80
Harwood Heights Emergency Telephone System ICC #96-0135	8612	0.82
	34977	5.39
System Name after Consolidation: Municipal Consolidated Dispa	atch (MCD)	

PSAP EFFECTED:	Consolidation/	Decommission/	Primary	Secondary
(Consolidation Plans Only)	Remain Open	Close		
Schiller Park PSAP		X		
Norridge PSAP		X		
Harwood Heights PSAPi	X		X	
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	······			

911 System Contact: Larry Maraviglia, Municipal Consolidated Dispatch ETSB Chairman

Street Address: 7300 West Wilson Street

City, State and Zip Code: Harwood Heights, Illinois 60706

Office Telephone: (708) 667-7040

Cellular Telephone: _____

Email: maraviglial@harwoodheights.org

FAX: (708) 867-0543

Wireless Coverage for Consolidated System:

100 % Phase II compliant

____% Phase I compliant

.

Please check if applicable:

_____ NG9-1-1 capable

_____ Receive 9-1-1 Text

_____ Receive 9-1-1 Video

4

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

Submit Completed 911 Plans/Waivers

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

Attachments (if applicable):

Network DiagramProvided by the 9-1-1 system provider showing trunking routing and backup configurationCall HandlingCall handling agreements shall describe the primary and secondary dispatch methodAgreementsto be used by requesting parties within their respective jurisdictions.

VERIFICATION

I, Larry Maraviglia _____, first being duly sworn upon oath, depose and say that I am <u>Chairman</u>, of the MCD ETSB _____; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.

Lary MCD ETSB Chairman

Subscribed and sworn to before me

NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

06-30-16 (Date)

Ms. Lisa Wirtanen (9-1-1 System Provider Company Representative)

AT & T

(9-1-1 System Provider Company Name)

4918 W. 95th Street, Floor #2 (Street Address)

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

Dear Ms. Wirtanen ::

This letter is to confirm our intent to consolidate our 9-1-1 System with (Name all 9-1-1 authorities that will be involved). Enclosed is your copy of our consolidation plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,

For Larry Maraviglia, Chairman Municipal Consolidated Joint ETSB

Jerry Bleck, Senior Consultant



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			
2.	Type of Radio/Telecommunications systems compat participating and adjacent agencies.	ible with STARCOMM21 STARCOMM21 ITTF channels only Other, explain below			
	Police Network #15: 474.2875 - 471.2875 ISPERN: 155.475 IREACH: 155.055	MHz IFERN 1: 154.2650 MHz			
3.	Will all PSAPs remaining after consolidation direct di to section 1324.200b)3)?	ispatch all emergency calls pursuant X Yes			
4.	Have you included maps to show the territory covered by the system?	Yes No Plans submitted without this documentation will be rejected.			
5.	Have you included a listing of all telephone companies?	Yes No Plans submitted without this documentation will be rejected.			
6.	Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?	Yes No Plans submitted without this documentation will be rejected.			
7.	Have you included a list of participating and adjacent agencies?	Yes No Plans submitted without this documentation will be rejected.			
8.	Have you included financial information?	Yes No Plans submitted without this documentation will be rejected.			
9.	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.		ill require training. (See attachment.)) and does not require internal training/similar/ongoing training of policy from agencies served.			
11.	This is an existing 9-	ounty that will require training. (See attachment.) 1-1 system(s) and does not require internal training/similar/ any GIS annexation or change of policy from agencies served.			

)

12.	Have you included call handling and aid outside jurisdictional boundary agreements?	Yes No Plans submitted without this documentation will be rejected.
13.	Have you included a new system diagram?	Yes No Plans submitted without this documentation will be rejected.
13a.	Does the new system diagram include all PSAP(s) and backup PSAP location(s)?	Yes No Plans submitted without this documentation will be rejected.
14.	Have or will all areas within the 9-1-1 system be add If no, please explain.	Iressed for the database? Yes
14a.	Explain all aspects of the database, i.e., how often is The Municipal Consolidated Dispatch JETS Board will be database. The MSAG maintenance will be overseen by the	responsible for the maintenance of the telephone system MSAG
	next generation based or a combination. AT&T is the current network provider for all three (3) comr and will continue to be the network provider for the consol Department. The customer premise (CPE) located at the consolidation Cassidian and Plant Equipment / PEI). This system is slate The 9-1-1 system will be legacy based until the State of III	ed to be upgraded or replaced as part of the consolidation. nois implements an IP based system suitable for 9-1-1 service, ear 2020. It is the intent of the MCD JETS Board to upgrade to

(Please include additional pages if needed.)

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 Schiller Park, Norridge, and Harwood Heights ETSBs have each decertified their individual ETSBs and have become members of the newly created Municipal Consolidated Dispatch (MCD) Emergency Telephone System Board. New 9-1-1 call handing agreements have been executed reflecting the change with the individual ETSBs forming the new joint JETS Board. The Harwood Heights Police Department will be the location of a new consolidated PSAP that will now serve all three (3) communities. The three (3) separate MSAGs will be merged into a single MSAG to be maintained by MCD. AT&T has determined that the five (5) 9-1-1 trunks now in place at Harwood Heights will adequately serve the three (3) communities with P.01 level of service. At cut-over time the pointers in the AT&T router for Schiller Park and Norridge will simply be changed to route 9-1-1 traffic to the MCD PSAP in Harwood Heights. Following the successful cut-over to MCD, the 9-1-1 trunks routing to Schiller Park and Norridge will no longer be needed and will be eliminated. The present Schiller Park PSAP diagram (Exhibit A), the present Norridge PSAP diagram (Exhibit B), and the present Harwood Heights PSAP diagram (Exhibit C) together with the proposed new diagram for MCD (Exhibit D) depicts the network change to the new consolidated PSAP. MCD has a written back-up and overflow reciprocal agreement with the Village of Rosement. MCD will serve as the Rosemont PSAP's back-up and overflow, and Rosemont will serve as MCD's back-up and overflow PSAP. The back-up agreement and 9-1-1 network diagram exhibits are attached to this application.

Under this plan three (3) ETSBs (Schiller Park, Norridge, and Harwood Heights have decertified and consolidated into one (1) joint ETSB and three (3) separate PSAPs have combined into just one (1) PSAP. The coverage area of the new consolidated PSAP will total 5.4 square miles and will serve a total population of 34,977, therefore allowing MCD to be in full compliance with Illinois PA 099-0006.

The MCD JETS Board plans to keep the consolidated PSAP operating in a legacy mode for the time being until the State of Illinois implements an IP based network suitable for 9-1-1 service, which at this time is estimated to be completed in approximately the year 2020. When the new IP network is established, the intent will be to migrate the new consolidated PSAP to NG9-1-1.

FINANCIAL INFORMATION

		A 174 647	
Schiller Park ETSB, Norridge ETSB, Harwood Heights ETSB	\$	\$ 178,835	.00
	\$		
Dispatch Staff and Positions			
6Number of answering positions prior to the consolidation	ation (total for all entitie	es)	
Number of answering positions in the consolidated s	system		
20Number of full time dispatchers/call takers prior to the	ne consolidation (total f	or all entities)	
Number of full time dispatchers/call takers in the cor	nsolidated system		
5Number of part time dispatchers/call takers prior to t	iha aanaalidaliaa <i>(tat</i> a)	for all controls	
	ine consolidation (total	tor all entities)	
Number of part time dispatchers/call takers in the co		for all entities)	
Number of part time dispatchers/call takers in the co	onsolidated system		
Number of part time dispatchers/call takers in the co	onsolidated system		<u>16 ዓ</u>
2 Number of part time dispatchers/call takers in the co Total amount (and percentage) of salaries paid for by 9-1-1	onsolidated system authority prior to conso \$	blidation: \$ 45,000.00	<u>16</u> %
2 Number of part time dispatchers/call takers in the co Total amount (and percentage) of salaries paid for by 9-1-1	authority prior to consc \$ 9-1-1 authority after col	blidation: \$ 45,000.00	
	authority prior to consc \$ 9-1-1 authority after col	blidation: \$ 45,000.00 nsolidation:	
2 Number of part time dispatchers/call takers in the co Total amount (and percentage) of salaries paid for by 9-1-1 a Total amount (and percentage) of salaries to be paid for by 9	authority prior to consc \$ 9-1-1 authority after con \$	blidation: \$ 45,000.00 nsolidation:	0 %
2 Number of part time dispatchers/call takers in the co Total amount (and percentage) of salaries paid for by 9-1-1 a Total amount (and percentage) of salaries to be paid for by 9 9-1-1 Network Cost (per year)	onsolidated system authority prior to consc \$ 9-1-1 authority after con \$ on \$	blidation: \$ 45,000.00 nsolidation: \$ 0.00	0 %

A reduction in the number of 9-1-1 trunks to 5 will allow for cost savings.

FINANCIAL INFORMATION

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

Network Cost	Estimated Amount (per year)
(05) 9-1-1 Trunks	 \$\$ 16,072.00
	 \$
······	 \$
	 \$
	 \$
Other Consolidation Cost	
PSAP, CPE, CAD Equipment, logging recorders	\$ \$ 1,991,600.00
MSAG and Mapping Development or changes	\$ \$ 0.00
Radio Consoles	\$ \$ 662,306.00
Construction or Remodel of PSAP	\$ \$ 45,000.00
Personnel	\$ \$ 0.00
Other (Please place total amount in the blank at the right and explain below).	\$ \$ 48,000.00
Recurring and Nonrecurring Cost (per year)	
Estimated nonrecurring cost for consolidation	\$ \$ 2,746,906.00
a) Recurring costs prior to consolidations (all entities)	\$ \$ 2,359,948.00
b) Proposed recurring cost for consolidated system	\$ \$ 1,918,805.00
c) Net change in recurring costs: $a - b = c$	\$ \$ 441,143.00
Revenue (per year)	
Projected surcharge revenue	\$ \$ 286,783.00
Projected revenue from local governments	\$ \$ 1,453,187.00
Projected revenue from other sources (grants)	\$ \$ 0.00
Revenue in reserves	\$ \$ 178,835.00
Total Revenue	\$ \$ 1,918,805.00

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:

To date each of the three (3) communities (Schiller Park, Norridge, and Hardwood Heights) has completed the legal process to decertify their individual ETSBs, and all three (3) ETSBs have subsequently joined together as a single JETS Board. Plans are now moving forward to establish a single PSAP which will be named Municipal Consolidated Dispatch and will be located at the Harwood Height Police Department. New call handling agreements have been executed with all participating and adjacent agencies reflecting the change in the make-up of the new ETSB. These changes will therefore reduce three (3) ETSBs to one (1) and three (3) PSAPs into one (1) which will then serve a total population of 34,977 therefore allowing for full compliance with Illinois PA 99-0006.

It should be noted that nearly all of the present communications equipment at the three (3) PSAPs is at end-of-life at the current time. With the implementation of the new consolidated PSAP in 2017, the MCD JETS Board plans to upgrade or replace the present Harwood Heights legacy 9-1-1 telephone system with a NG9-1-1 capable system, upgrading two (2) separate divergent CAD systems into one (1) single shared CAD system, upgrading three (3) and adding one (1) additional radio console work stations, and replacing an aging T-Band public safety radio system. As the State of Illinois moves forward to establish a state-wide IP based network that is suitable for handling 9-1-1 emergency communications, the MCD JETS Board plans to move ahead with NG9-1-1 implementation for the served communities. The goal to achieve NG9-1-1 implementation is currently set for the year 2020.

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 Schiller Park	9526 W. Irving Park Road, Schiller Park, Illinois	60176
Village of Norridge	4000 N. Olcott Avenue, Norridge, Illinois	60706
Village of Harwood Heights	7300 W. Wilson Street, Harwood Heights, Illinois	60706
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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
Schiller Park Police	9526 W. Irving Pk Rd, Schiller Park, II 60176	(847) 678-4794	x		
Schiller Park Fire	9526 W. Irving Pk Rd, Schiller Park, Il 60176	(847) 678-5136	x		
Norridge Police	4020 N. Olcott Av., Norrídge, Illinois 60706	(708) 453-4770	x		
Norwood Park Fire	7447 W. Lawrence Av., Norridge, II., 60706	(708) 453-0800	X	1 	
Harwood Heights Police	7300 W. Wilson St., Harwood Hts., II 60706	(708) 867-4353	x		
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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
City of Chicago OEMC	1411 W. Madison Street, Chicago, Illinois 60707	(312) 746-9111
Franklin Park Fire	10001 Addison Street, Franklin Park, Illinois 60171	(847) 678-2444
Franklin Park Police	9451 W. Belmont Avenue, Franklin Park, Illinois 60171	(847) 671-8242
Cook County ESTB/ Sheriff	9511 W. Harrison Street, Des Plaines, Illinois 60016	(847) 294-4746
Rosemont Public Safety	9501 W. Devon Avenue, Rosemont, Illinois 60018	(847) 823-1134
Illinois State Police D3	9511 W. Harrison Street, Des Plaines, Illinois 60016	(847) 294-4400
Norcomm Public Safety	2600 Mannheim Road, Franklin Park, Illinois 60131	(847) 451-8000
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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)

F		
CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Allegiance (Now XO)	4800 Concentric Bvld., Saginaw, Michigan	(888) 575-6398
AT&T /TCS	602 E. McNabb Rd., Ompano Beach, Florida	(954) 776-5000
Corecom	15166 Neo Parkway, Garfield Heights, Ohio	(877) 267-3862
Focal Com	1025 Eldorado Bvld., Broomfield, Colorado	(847) 453-8353
Global Com (First Com)	200 E. Randolph Street, Flr. 23, Chicago, Illinois	(312) 583-9530
MGC Comm	515 S. Flower Street, Los Angles, California	(800) 851-6705
Ovation (Now Paetec)	4001 N Rodney Parham Rd, Bld1, Flr 2, Little Rock, Ar	(800) 345-4484
XO Comm	4800 Concentric Bvld., Saginaw, Michigan	(888) 575-6398
Verizon Wireless	3712 W. Walnut Street, Tampa, Florida	(800) 483-0911
T-Mobile	12920 SE 38th Street, Bellevue, Washington	(877) 653-7911
U.S. Cellular	8410 W. Bryn Mawr Avenue, Chicago, Illinois	(630) 875-8270
AT&T Mobility	P.O. Box 97061, Redmond, Washington	(800) 635-6840
Sprint PCS	6391 Sprint Parkway, Overland, Kansas	(866) 398-3284
Vonage	223 Main Street, Holmdel, New Jersey	(866) 293-5674
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TEST PLAN DESCRIPTION

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

Proposed Back-Up & Overflow Plan

Municipal Consolidated Dispatch: Back-up & Overflow To The Rosemont PSAP Rosemont PSAP: Back & Overflow To The Municipal Consolidated Dispatch

2) List wireline exchanges to be tested.

(847)	678
(708)	453
(708)	867

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

Verizon Wireless T-Mobile U.S. Celluar Sprint AT&T Mobility Vonage

Municipal Consolidated Dispatch/Rosemont Alternate Routing Agreement

This Agreement is made and entered into between Municipal Consolidated Dispatch JETSB (the Villages of Schiller Park, Norridge, and Harwood Heights) (hereinafter "MCD") of Cook County, Illinois, and the Village of Rosemont ETSB (hereinafter "Rosemont"), Cook County, Illinois.

WITNESSETH:

WHEREAS, the MCD JETSB is to provide and operate Enhanced 9-1-1 telephone service for the Villages of Schiller Park, Norridge, and Harwood Heights in Cook County, and Rosemont is to provide and operate Enhanced 9-1-1 telephone service for the Village of Rosemont in Cook County, and

WHEREAS, under Illinois law an ETSB is required to select a location for alternate routing when 9-1-1 lines to the primary Public Safety Answering Point ("*PSAP*") are busy or if the primary PSAP closes down for a period of time due to an emergency situation; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 et seq. authorize units of local government to enter into intergovernmental cooperation contracts; and

WHEREAS, MCD and Rosemont mutually desire to enter into an Agreement establishing Rosemont as an alternate routing for 9-1-1 calls when all the 9-1-1 lines to MCD PSAP are busy or in the event that the MCD PSAP closes down for a period of time due to an outage or other emergency situation; additionally, that MCD will be Rosemont's alternative when all the 9-1-1 lines to Rosemont PSAP are busy or in the event that the Rosemont PSAP closes down for a period of time due to an outage or other emergency situation.

NOW, THEREFORE, in consideration of the mutual covenants herein, MCD and Rosemont do hereby agree as follows:

- Beginning upon the execution of this Agreement by both parties, when, at any time, all the 9-1-1 lines for the MCD PSAP served by the AT&T tandem routing office are busy, or in the event that the MCD PSAP closes down for a period of time due to an emergency situation, the MCD PSAP shall instruct AT&T to route all of its 9-1-1 calls to the Rosemont PSAP via its designated trunk lines. Rosemont agrees to process all calls rerouted to it as set forth above.
- 2. Also, beginning upon the execution of this Agreement by both parties, when, at any time, all the 9-1-1 lines for the Rosemont PSAP served by the AT&T tandem routing office are busy, or in the event that the Rosemont PSAP closes down for a period of time due to an emergency situation, the Rosemont PSAP shall instruct AT&T to route all of its 9-1-1 calls to the MCD PSAP via its designated trunk lines. MCD agrees to process all calls rerouted to it as set forth above.

645275.3

- 3. The Rosemont PSAP agrees to serve as the MCD PSAP back-up without any compensation except as provided specifically in this Agreement.
- 4. The MCD PSAP agrees to serve as the Rosemont PSAP back-up without any compensation except as provided specifically in this Agreement.
- 5. Any notice or other communications permitted or required to be given to either party shall be in writing and shall be personally delivered or mailed by registered or certified U.S. Mail, postage prepaid, to the party to receive same as follows:

Municipal Consolidated Dispatch JETSB Attention: ETSB Chairman 7300 W. Wilson Street Harwood Heights, Illinois 60706

Village of Rosemont ETSB Attention: ETSB Chairman 9501 W. Devon Avenue Rosemont, Illinois 60018

Notice delivered by personal delivery shall be considered received immediately upon receipt, and notice by U.S. Mail shall be considered served upon receipt or four (4) days after mailing, whichever is sooner.

- 6. This agreement shall be effective at which time it is executed by authorized officials of the MCD JETSB and the Rosemont ETSB, and unless otherwise terminated, this Agreement shall remain in effect perpetually until either the MCD JETSB or the Rosemont ETSB notifies the other party in writing that this Agreement shall be terminated on a date certain not less than sixty (60) days after the effective date of the service of the notice to terminate this Agreement.
- 7. If in the event a court of proper jurisdiction determines that any portion or portions of this Agreement are invalid, the parties agree that such invalidity shall not, to the extent permitted by law, affect the validity of the remaining portions of this Agreement.
- 8. This Agreement shall not be assigned by either the MCD JETSB or the Rosemont ETSB and any purported assignment of this Agreement by either the MCD JETSB or the Rosemont ETSB shall be null and void, provided however, the MCD JETSB or Rosemont ETSB shall be entitled to assign this Agreement to any successor entity of the MCD JETSB or the Rosemont ETSB.

- 9. The persons executing this Agreement on behalf of the MCD JETSB and the Rosemont ETSB warrant that they have actual authority to enter into this Agreement on behalf of the MCD JETSB and Rosemont ETSB.
- 10. This Agreement constitutes the complete, final, and entire Agreement between the MCD JETSB and the Rosemont ETSB with regard to the subject matter of this Agreement, and it supersedes any prior agreements, either written or oral, between the parties.
- 11. Any modification to this Agreement shall be null and void unless the modification is in writing and executed by both the MCD JETSB and the Rosemont ETSB.
- 12. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS THEROF, the undersigned have caused this Agreement to be duly executed.

Municipal Consolidated Dispatch JETSB

BY: <u>Jany Monaulto</u> (Director) Date: <u>1/24/2017</u>

Village of Rosemont ETSB

BY: 26 1-0- Jone Chairman Rosemont ETSB

Date: 1/18/2017

at&t	DATABASE ACCESS	CHILLER PARK PSAP BOCKUP PSAP NORCOM NORCOM SCHILLER PARK PSAP SCHILLER PARK PSAP SCHILLER PARK PSAP NORCOM SCHILLER PARK PSAP NORCOM SCHILLER PARK PSAP NORCOM SCHILLER PARK PSAP ATAI DATABASE SCHILLER PARK PSAP ATAI DATABASE SCHILLER PARK PSAP ATAI DATABASE
VILLAGE OF SCHILLER PARK 9528 W. IRVING PARK RD SCHILLER PARK, IL CUTOVER DATE 11-21-91	CONTROL OFFICE 9-1-1 TRUNKS B LINKS	ELK GROVE GROVE TEMNC849729 TEMNC849720 TEMNC849729 TEMNC849720 TEMNC849729 TEMNC849720 TEMNC849729 TEMNC849720 TEMNC849729 TEMNC849720 TEMNC849729 TEMNC849730 TEMNC849720 TEMNC849720 TEMNC849720 TEMNC849720 TEMNC849536 TEMNC845536 TEMNC845536 TEMNC845536 TEMNC8455536 TEMNC8455536 TEMNC8455536 TEMNC8455556 TEMNC8455556 TEMNC8455556 TEMNC845556 TEMNC845556 TEMNC845556 TEMNC845556 TEMNC845556 TEMNC845556 TEMNC84556 TEMNC845556 TEMNC845556 TEMNC84556 TEMNC84556 TEMNC84556 TEMNC84556 TEMNC84556 TEMNC84556 TEMNC8556 TEMNC85556 TEMNC8556 TEMNC8556 TEMNC85556 TEMN
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For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Schiller Park Fire Department, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3139 (state radio frequency or telephone number)

Secondary Method: 847-911-3137 (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidation Dispatch

9-1-1 Authority By: Empris Kany Marguery lis

Title: MCS ETSB Chairman

Public Safety Agency LE N. Clincolo By:

Schiller Park Fire Department

Fire Chief Title:

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Schiller Park Police Department, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3139 (state radio frequency or telephone number)

Secondary Method: 847-911-3137 (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidation Dispatch

9-1-1 Authority faranglio By:

Title: MCS ETSB Chairman

Schiller Park Police Department

Public Safety Appency By: OFBLICE

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Norridge Police Department, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3088 (state radio frequency or telephone number)

Secondary Method: 847-911-3087 (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidation Dispatch

9-1-1 Authority diarylia By: Umin

Norridge Police Department Rublic Safety Agency Βv Title

Title: MCS ETSB Chairman

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Norwood Park Fire Department for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3088 (state radio frequency or telephone number)

Secondary Method: 847-911-3087 (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidation Dispatch

Norwood Park Fire Department

Public Safety Agency

9-1-1 Authority awanglio By: Title: MCS ETSB Chairman

By:

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Harwood Heights Police Department, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3447 state radio frequency or telephone number)

Secondary Method: 847-911-3442 (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call received. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidation Dispatch

9-1-1 Authority arough the

Title: MCS ETSB Chairman

Harwood Heights Police Department

Public Safery Agency

Title: Commander

CITY OF CHICAGO CALL HANDLING AGREEMENT

S:\SHARED\Finance\Nyberg\911 Inter Jurisdictional call handling and routing agreement January 27, 2012 the latest.doc

9-1-1 INTER-JURISDICTIONAL CALL HANDLING AND ROUTING AGREEMENT

This 9-1-1 Inter-Jurisdictional Call-Handling and Routing Agreement (the "Agreement") dated as of <u>NOVEMBER</u> 2016 (the "Effective Date") is entered into by the Office of Emergency Management & Communications ("OEMC") of the City of Chicago (the "City"), a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois (the "State") and <u>Municipal Consolidated Dispatch</u> (the "Agency"), a public safety agency of <u>The Villages of Harwood Heights</u>, Norridge, and Schiller Park (the "Public Body"), a body corporate and politic organized and existing under the laws of the State. Individually, the City and the Public Body are also defined in this Agreement from time-to-time as a "Party", and collectively defined as the "Parties".

RECITALS:

A. The Emergency Telephone System Act, (Ill. Rev. Stat. 134 '30.01 <u>et seq</u>.) (the "Act") states that a major purpose of the Act is to eliminate instances in which a responding emergency service refuses to render aid because the requester is outside the jurisdictional boundaries of the emergency service; and

B. The Act directs "**public agencies**" and "**public safety agencies**" which are part of different emergency telephone systems, but whose jurisdictional boundaries are contiguous, to enter into joint powers agreements or other forms of written cooperative agreements which set forth procedures for handling emergency calls on a day-by-day basis and which provide that, once an emergency unit is dispatched in response to a request, such unit shall render its services to the requesting party without regard to its normal jurisdictional boundaries; and

C. The City is a "**public agency**" under the Act and OEMC is a "**public safety agency**" within the meaning of the Act; and

D. Section 2-29-040 of the Municipal Code of the City authorizes OEMC to manage and operate the City's Emergency Telephone System and to enter into agreements concerning the provision of emergency services outside of jurisdictional boundaries ("Call - Handling Agreements"); and

E. Section 2-29-040 further authorizes OEMC to certify as to the continuation of any such Call-Handling Agreements ("Annual Certifications") and file such Annual Certifications with the Illinois Attorney General and the Illinois Commerce Commission, all as required by the Act; and

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F. The Public Body is a "**public agency**" and the Agency is a "**public safety agency**", each within the meaning of the Act, whose jurisdictional boundaries are contiguous to the City's jurisdictional boundaries; and the Agency is duly authorized by the Public Body to enter into Call-Handling Agreements; and

G. It is desirable and in the best interests of both OEMC and the Agency to enter into a Call-Handling Agreements;

NOW, THEREFORE, OEMC on behalf of the City and the Agency on behalf of the Public Body agree as follows:

AGREEMENT:

SECTION 1. Definitions.

"Address" shall mean the street address or other location where the Emergency Services are requested to be performed.

"Appropriate Party" shall mean a party within whose jurisdictional boundary the Address is located and which is not the Call Recipient.

"Call Recipient" shall mean the party receiving the Emergency Call at its public service answering point. For purposes of this Agreement the Call Recipient shall not be the Appropriate Party. Any of the City Police Department, the City Fire Department, OEMC or the Agency can be the Appropriate Party.

"Emergency Call" shall mean a telephone request for Emergency Services which requires immediate action to prevent loss of life, reduce bodily injury, prevent or reduce loss of property, and such other situations as are determined by local custom.

"Emergency Services" shall mean, for purposes of this Agreement, the dispatch of fire-fighting equipment, emergency medical services, police or other emergency services.

"Non-Emergency Calls" shall mean all telephone calls received by a Call Recipient which are not Emergency Calls; including, but not limited to, administrative calls and calls of a non-dispatchable nature.

"Responding Party" shall mean a Call Recipient which, responds to an Emergency Call by providing Emergency Services.

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SECTION 2. Emergency Call-Handling.

The Parties agree that whenever a Call Recipient shall receive an Emergency Call for Emergency Services to be rendered at an Address within the jurisdiction of the Appropriate Party, the Call Recipient shall provide notification of such call to the Appropriate Party using the methods described below in the order set forth below:

A. <u>Primary Method</u>: The Call Recipient shall relay pertinent caller information to the Appropriate Party via the Party's Primary 9-1-1 Routing Number as identified by AT&T;

B. <u>Secondary Method</u>: If unable to use the Primary Method, the Call Recipient shall relay pertinent caller information to the Appropriate Party through the dedicated telephone numbers as applicable:

OEMC: 312-742-0911

Agency: 708-867-4343

C. <u>Tertiary Method</u>: If unable to use the Primary or Secondary Methods, the Call Recipient shall relay pertinent caller information to Appropriate Party over VHF radio system, public safety frequency VHF 155.370; Point-to-Point or in the case of Fire / EMS Agencies VHF 154.265; IFERN.

SECTION 3. Aid Outside of Jurisdictional Boundaries.

Each Call Recipient shall determine whether an Address is within its jurisdictional boundaries and whether an emergency unit shall be dispatched in response to an Emergency Call. Once an emergency unit of either Party is dispatched in response to a 9-1-1 request for Emergency Services, such unit shall render its services to the requesting Party without regard to whether the unit is operating outside its normal jurisdiction boundaries. If the Responding Party shall determine subsequent to such dispatch that the Address is within the jurisdiction of the other Party, it shall inform the other Party that such other Party is the Appropriate Party through the better means available under <u>Section 2</u>. Upon a Party s receipt of communication that it is the Appropriate Party for a particular Emergency Call, such Party shall immediately dispatch its emergency unit to the Address to relieve the Responding Party.

SECTION 4. <u>Right to Reject Certain Extra - Jurisdictional Requests for Emergency</u> Services.

Notwithstanding <u>Section 3</u>, the Parties agree that a Call Recipient may refuse to respond to a request for Emergency Services at an Address which is clearly outside the Call Recipient s jurisdictional boundary, as determined by the Call Recipient. In such event, the Call Recipient shall make every effort, including the methods described in <u>Section 2</u>, to contact the Appropriate Party and complete disposition of the Emergency Call as may be most expeditious.

SECTION 5. Mutual Assistance.

All responses to calls from one Party to the other not covered in <u>Sections 2, 3 and 4</u> shall be based and conditioned upon such procedures and agreements, if any, for mutual assistance, between OEMC and the Agency as may be in effect from time-to-time.

SECTION 6. Routine Calls.

The intent of the Act is that the telephone number "9-1-1" be used only for Emergency Calls. The Parties therefore agree that all Non-Emergency Calls received by a Call Recipient shall be transferred or relayed to the following administrative number for each of the parties.

OEMC:	312-746-9400
OEMC:	312-746-9400

Agency: 708-867-4343

SECTION 7. <u>Reports</u>.

Each Party agrees to be responsible for maintaining, in the ordinary course of business, recorded reports of each Emergency Call it receives as a Call Recipient and its disposition of each such Emergency Call. Maintaining Recorded Reports shall be done in compliance with administrative regulations of the State and, in the case of OEMC, applicable City record retention laws and regulations and in the case of the Agency, applicable laws and regulations of or affecting the Public Body.

SECTION 8. Filings and Annual Certification.

Upon execution, certified copies of this Agreement shall be filed promptly by OEMC with the Illinois Attorney General and with the Illinois Commerce Commission under Section 15 of the Act. During each year in which this Agreement shall remain in effect, copies of the Annual Certifications required by Sections 14 and 15 of the Act shall be filed by OEMC no later that January 31^{st} of the following year with the Illinois Attorney General and the Illinois Commerce Commission.

[The remainder of this page is deliberately left blank, and the signature page follows] IN WITNESS WHEREOF, each of the Parties has signed this Agreement as of the Effective Date stated above.

CITY OF CHICAGO by and through the Office of Emergency Management	& Communications
BY: Skin fato - Al	-
TITLE: Executive Director, OEMC	
DATE: November 15, 2016	`
Approved as to form and legality	
Wind. Myberg	
Assistant Corporation Counsel	
PUBLIC BODY:	
AGENCY: Village of Harwood Heights	
Lany Maraviglia BY:	
BY:	
TITLE:Commander	
DATE:27 October 2016	

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Municipal Consolidated Dispatch, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3241(state radio frequency or telephone number)

Secondary Method: Point to Point (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 is used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call receive. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidated Dispatch

9-1-1 Authority aiaudia By: farsh //

Title: MCD ETSB Chairman

Cook County ETSB

By: Autive Title: Meder

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Municipal Consolidated Dispatch, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3007(state radio frequency or telephone number)

Secondary Method: Point to Point (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 is used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call receive. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidated Dispatch
9-1-1 Authority
By: Laray Maravalia
Title: COMMANDER

Franklin Park Fire Department Public Safety Agency

By: UUCSTitle: $F_{LRV} CUTEF$

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Municipal Consolidated Dispatch, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3007(state radio frequency or telephone number)

Secondary Method: Point to Point (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 is used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call receive. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidated Dispatch 9-1-1 Authority By: <u>Hurry Manawa</u> Title: <u>COMMANDER</u>

Franklin Park Police Department ublic Safety Agency Title: Dihe OL.CF. on {
CALL HANDLING and AID OUTSIDE of JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Municipal Consolidated Dispatch, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

۲۶43 Primary Method: 847-294-4444(state radio frequency or telephone number)

Secondary Method: Point to Point (state radio frequency or telephone number) 847-294-4844

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 is used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call receive. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidated Dispatch 9-1-1 Authority

By: Jany Marcu Title: <u>Cimmanpé</u>

Sis tate Police District 3 ublic Safety Agency By Title:

CALL HANDLING and AID OUTSIDE of JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Municipal Consolidated Dispatch, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3506(state radio frequency or telephone number)

Secondary Method: Point to Point (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurísdictional boundaries.

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

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call receive. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidated Dispatch 9-1-1 Authority Title:

NORCOMM Public Safety Agency Druft Exe. Title:

CALL HANDLING and AID OUTSIDE of JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority (ETSB) and the (Public Safety Agency) Municipal Consolidated Dispatch, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) Municipal Consolidated Dispatch receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary Method: 847-911-3132(state radio frequency or telephone number)

Secondary Method: Point to Point (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response 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 is used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number.

The PSAP center(s) agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record of the call and the disposition of each call receive. All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Municipal Consolidated Dispatch
9-1-1 Authority
By: Lennes Marceriglia
Title: COMMANDER

Rosemont Public Safety Public Safety Agency <u>c</u>Ľ Title: CHIER



PAMPHLET

PUBLICATION OF

ORDINANCE NO. <u>16-3071</u>

AN ORDINANCE AMENDING TITLE III, "ADMINISTRATION", CHAPTER 34, "OTHER DEPARTMENTS, BOARDS, COMMISSIONS AND LIKE BODIES", OF THE NEW MILLENNIUM CODE OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY, ILLINOIS (Dissolution of Emergency Telephone System Board)

An Ordinance Amending Title III, "Administration", Chapter 34, "Other Departments, Boards, Commissions and Like Bodies", of the New Millennium Code of the Village of Schiller Park, Cook County, Illinois

> following passage and approval on <u>November 17, 2016</u> for the inspection, use, and examination by the public.

> > Filed in the Office of: Claudia Irsuto, Clerk Village of Schiller Park

ORDINANCE NUMBER 16-

AN ORDINANCE AMENDING TITLE III, "ADMINISTRATION," CHAPTER 34, "OTHER DEPARTMENTS, BOARDS, COMMISSIONS AND LIKE BODIES," OF THE NEW MILLENNIUM CODE OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY, ILLINOIS (Dissolution of Emergency Telephone System Board)

WHEREAS, the Village of Schiller Park, Cook County, Illinois (the "Village") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the "Home Rule Powers"); and

WHEREAS, the President and Board of Trustees of the Village of Schiller Park (the "Corporate Authorities") may amend the text of the New Millennium Code of the Village of Schiller Park when it is determined to be in the best interest of the Village; and

WHEREAS, the Corporate Authorities have determined that it is necessary and in the best interest of the Village to revise and amend the language of the New Millennium Code of the Village of Schiller Park; and

WHEREAS, the New Millennium Code of Schiller Park (the "*NMC*"), 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, 50 ILCS 750/0.01, et seq., the Village previously established the Village's Emergency Telephone System Board ("*ETSB*") under Title III, Chapter 34 of the NMC; and

WHEREAS, to comply with Public Act 99-0006, which amended the Act, the 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 Act, the Village must dissolve the ETSB upon the Commencement Date of the JETSB, as defined in the IGA, which shall be January 1, 2017, subject to the State of Illinois' approval of the consolidation plan (the *"Plan"*) to which the IGA pertains; and

WHEREAS, the Act, as amended, requires that the Plan by submitted no later than July 1, 2016, but the Village has secured an extension to December 31st, 2016; 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 Board of Trustees of the Village of Schiller Park, Cook County, Illinois, by and through its Home Rule Powers, as follows:

SECTION ONE. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION TWO. Upon the effective date of this Ordinance, Title III, Chapter 34 of the NM, entitled Emergency Telephone System Board, is deleted in its entirety (Sections 34.100 to 34.108), and the ETSB is dissolved.

SECTION THREE. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION FOUR. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION FIVE. That the Village Clerk of the Village of Schiller Park be and is directed hereby to publish this Ordinance in pamphlet form.

SECTION SIX. That this Ordinance shall be in full force and effect upon the later of January 1, 2017, or the State of Illinois' approval of the Plan.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Schiller Park, Cook County, Illinois this <u>17th</u> day of <u>November</u> 2016, pursuant to a roll call vote, as follows:

AYES: Trustees Diaz, Klug, Fritz, Desecki, Lima and Gorzynski

NAYS: None

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ABSENT: None

PASSED by the President and Board of Trustees of the Village of Schiller Park,

Cook County, Illinois this <u>17th</u> day of <u>November</u>, 2016.

APPROVED by the President and Board of Trustees of the Village of Schiller

Park, Cook County, Illinois this <u>17th</u> day of <u>November</u>, 2016.

BARBARA PLITAVER

VILLAGE PRESIDENT

ATTEST: Alland Matte

ĈLAUDIA L. IRSUTO VILLAGE CLERK

VILLAGE OF HARWOOD HEIGHTS COOK COUNTY, ILLINOIS

ORDINANCE NO. 16 - 30

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF HARWOOD HEIGHTS EFFECTIVE UPON THE COMMENCEMENT DATE OF THE MUNICIPAL CONSOLIDATED DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD

Passed by the Board of Trustees, November 10, 2016

Printed and Published, November 10, 2016

Printed and Published in Pamphlet Form By Authority of the Village Board of Trustees

VILLAGE OF HARWOOD HEIGHTS COOK COUNTY, ILLINOIS

ARLENE C. JEZIERNY, MAYOR MARCIA L. POLLOWY, VILLAGE CLERK

ANNETTE BRZEZNIAK VOLPE ANNA BRZOZOWSKI WEGRECKI JEFFREY RASCHE THERESE SCHUEPFER LAWRENCE STEINER LESTER SZLENDAK

I hereby certify that this document was properly published on the date stated above.

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VILLAGE OF HARWOOD HEIGHTS COOK COUNTY, ILLINOIS

ORDINANCE NO. 16 - 30

AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF HARWOOD HEIGHTS EFFECTIVE UPON THE COMMENCEMENT DATE OF THE MUNICIPAL CONSOLIDATED DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the Village of Harwood Heights (the "Village") is an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and Laws of the State of Illinois;

WHEREAS, pursuant to the Emergency Telephone System Act, (50 ILCS 750/1 *et seq.*; the "*Act*"), the Village previously established an Emergency Telephone System Board ("ETSB") pursuant to section 15.4 of the Emergency Telephone System Act and as set forth in Chapter 2.48 of the Village of Harwood Heights Code of Ordinances ("Village Code"); and

WHEREAS, in order to comply with Public Act 99-0006, which amended the Act, the Village must submit a plan for the dissolution of its ETSB and entrance into an intergovernmental agreement with other municipalities in order to create a joint emergency telephone system board to the Illinois State Police; and

WHEREAS, the Village President and Board of Trustees of the Village (cumulatively, the "Corporate Authorities") hereby find and determine that it is in the best interests of the Village and in furtherance of the public health, safety, and welfare, to dissolve the Village's ETSB and to join the Municipal Consolidated Dispatch Joint Emergency Telephone System Board (the "MCD JETSB") upon the commencement of the MCD JETSB; and NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Harwood Heights, Cook 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 ESTB shall be dissolved and Chapter 2.48 of the Village Code repealed in its entirety and reserved, effective upon the commencement of the MCD JETSB, which shall occur on the last to occur of: (i) January 1, 2017 and (ii) the State of Illinois' approval of the creation of the MCD JETSB.

Section 3. Execution of Dissolution. The Village President, Chief of Police, Village Attorney, 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.

Section 4. Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 5. Repealer. All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect from

and after its passage, approval, and publication in the manner provided by law.

Passed and Approved this 10th day of November, 2016.

Mayor Arlene Jezierny

ATTEST:

Marcia L. Pollowy, Village Clerk

<u>VOTES</u>

AYES: Trustee Brzezniak-Volpe, Brzozowski-Wegrecki, Rasche, Steiner, Schuepfer, Szlendak

NAYS:

ABSENT:

ABSTAIN:

CERTIFICATION

STATE OF ILLINOIS)) SS. COUNTY OF COOK)

I, Marcia L. Pollowy, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Harwood Heights, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village, and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 16-30, AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF HARWOOD HEIGHTS EFFECTIVE UPON THE COMMENCEMENT DATE OF THE MUNICIPAL CONSOLIDATED DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD, adopted at a duly called Regular Meeting of the Board of Trustees, held at Harwood Heights, Illinois, at 7:30 p.m. on the 10th day of November, 2016.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Harwood Heights, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said

Village at Harwood Heights, Illinois, this 11th day of November, 2016.

Marcia L. Pollowy, VILLAGE CLERK VILLAGE OF HARWOOD HEIGHTS

[SEAL



VILLAGE OF NORRIDGE

www.villageofnorridge.com

RESOLUTION NUMBER 16-03

A RESOLUTION TO ESTABLISH A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF SCHILLER PARK AND VILLAGE HARWOOD HEIGHTS

(Establish Joint Emergency Telephone System Board/Enter IGA)

WHEREAS, the Village of Norridge, Cook County, Illinois ("Norridge") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois. and as such may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to tax and incur debt (the "Home Rule Powers"); and

WHEREAS, the Village of Harwood Heights ("Harwood Heights") operates a full service dispatch center located at 7300 W. Wilson Avenue, Harwood Heights, Illinois, 60706 and will extend the use of that facility to the Village of Schiller Park ("Schiller Park") and Norridge; and

WHEREAS, Schiller Park, Norridge and Harwood Heights wish to enter into an Intergovernmental Agreement (Attached hereto as *Exhibit* A) to utilize a new full service dispatch center at the location of 7300 W. Wilson Avenue, Harwood Heights, Illinois, 60706 and, collectively, the three Villages will operate a new dispatch center at said location, to be called the Municipal Consolidated Dispatch ("*MCD*"); and

WHEREAS, the Municipal Consolidated Dispatch is a public safety answering points ("*PSAPs*"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "*Act*"), and Schiller Park, Norridge and Harwood Heights (collectively the

"Parties") will operate the Municipal Consolidated Dispatch Center pursuant to the Intergovernmental Agreement, which will be negotiated in good faith and executed by the Parties (Attached hereto as *Exhibit "A"*); and

WHEREAS, the Parties will enter into said intergovernmental agreement, wherein the Municipal Consolidated Dispatch will provide dispatch services to each of the three (3) Villages; and

WHEREAS, the Parties currently all have their own Emergency Telephone Systems Boards ("*ETSB*"), as defined by the Act, which have been appointed by their respective Corporate Authorities: and

WHEREAS, as currently defined in the Act, all Authorities must consolidate their ETSBs, by use of intergovernmental agreements, in order to create a Joint Emergency Telephone Systems Boards ("*JETSB*"), ensuring that no 9-1-1 Authority serves a population of less than 25,000 people, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority; and

WHEREAS, Article VII Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act 5 ILCS 220/1, et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agency; and

WHEREAS, the Parties are all units of local government; and

WHEREAS, the Parties desire to dissolve their individual ETSBs and establish a unified JETSB to comply with the consolidation requirements of Section 15.4a of the Act, 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 the ISP will distribute surcharge revenues to JETSBs; and

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

WHEREAS, the Corporate Authorities further find and determine that it is in the best interests of the Parties, and in furtherance of the public health, safety, and welfare, to enter into said Intergovernmental Agreement (*Exhibit A*).

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORRIDGE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

Section One: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section Two: The President and the Board of Trustees of the Village of Norridge, Cook County, Illinois, are hereby authorized to execute the Intergovernmental Agreement (Attached hereto as *Exhibit "A"*), between the Village of Harwood Heights, the Village of Norridge and the Village of Schiller Park, all located in Cook County, Illinois, in order to form a Joint Emergency Telephone System Board.

Section Three: That per the Attached Intergovernmental Agreement the Municipal Consolidated Dispatch is hereby created.

Section Four: That all resolutions or parts thereof which are in conflict herewith are hereby repealed.

Section Five: That this Resolution shall be in full force and effect from and after its passage and approval as required by law.

ADOPTED by the President and Board of Trustees of the Village of Norridge, Cook County, Illinois this 9th day of November 2016, pursuant to a roll call vote, as follows:

AYES: 6

NAYS: 1

ABSENT

APPROVED by the President and Board of Trustees of the Village of Norridge, Cook County, Illinois this 9th day of November 2016.

TEST:

VILLAGE PRESIDENT

udril VILLAGE CLERK

VILLAGE OF HARWOOD HEIGHTS COOK COUNTY, ILLINOIS

ORDINANCE NO. 16 - 31

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF SCHILLER PARK, NORRIDGE AND HARWOOD HEIGHTS, PROVIDING FOR THE ESTABLISHMENT OF THE MUNICIPAL CONSOLIDATED DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD

Passed by the Board of Trustees, November 10, 2016

Printed and Published, November 10, 2016

Printed and Published in Pamphlet Form By Authority of the Village Board of Trustees

VILLAGE OF HARWOOD HEIGHTS COOK COUNTY, ILLINOIS

ARLENE C. JEZIERNY, MAYOR MARCIA L. POLLOWY, VILLAGE CLERK

ANNETTE BRZEZNIAK VOLPE ANNA BRZOZOWSKI WEGRECKI JEFFREY RASCHE THERESE SCHUEPFER LAWRENCE STEINER LESTER SZLENDAK

I hereby certify that this document was properly published on the date stated above.

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VILLAGE OF HARWOOD HEIGHTS COOK COUNTY, ILLINOIS

ORDINANCE NO. 16 - 31

AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF SCHILLER PARK, NORRIDGE AND HARWOOD HEIGHTS, PROVIDING FOR THE ESTABLISHMENT OF THE MUNICIPAL CONSOLIDATED DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the Village of Harwood Heights (the "Village") is an Illinois municipal corporation organized and operating pursuant to authority granted by the Constitution and Laws of the State of Illinois;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may 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 may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (the "IGC Act"), further authorize intergovernmental cooperation; and

WHEREAS, the Village of Schiller Park, an Illinois home rule municipal corporation ("Schiller Park"), the Village of Norridge, an Illinois home rule municipal corporation ("Norridge") and the Village of Harwood Heights, an Illinois home rule municipal corporation (the "Village") are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, are public agencies within the meaning of the IGC Act, and are governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq. ("Municipal Code"); and

WHEREAS, the IGC Act provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Public Act 99-0006 amended the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*; the "Act"), to require communities with an emergency services dispatch center ("911 Dispatch Center") serving less than 25,000 persons to consolidate with other 911 Dispatch Centers yielding a service area in excess of 25,000 people by July 1, 2017;

WHEREAS, Section 15.4 of the Emergency Telephone System Act, (50 ILCS 750/1 et seq.; the "Act") authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board; and

WHEREAS, Schiller Park, Norridge and the Village (cumulatively, the "Parties") each maintain a 911 Dispatch Center; and n emergency services police dispatch center ("911 Dispatch Center"); and

WHEREAS, the Parties have determined that there exists a need for a centralized emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Parties and which will otherwise provide for the health, safety and welfare of the residents of the Parties; and

WHEREAS, the Village President and Board of Trustees of the Village of Harwood Heights (cumulatively, the "Corporate Authorities") hereby find and determine 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 with the Parties providing for the establishment of the Municipal Consolidated Dispatch Joint Emergency Telephone System Board (the "MCD JETSB") and enabling the Parties to timely apply for approval of the MCD JETSB by the Illinois State Police and the Corporate Authorities therefore authorize and direct the execution of the intergovernmental agreement described herein;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Harwood Heights, County of Cook, Illinois, as follows:

SECTION 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. Enactment.

A. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village President to execute and deliver the Intergovernmental Agreement Between the Village of Schiller Park, the Village of Norridge and the Village of Harwood Heights to Establish a Joint Emergency Telephone System Board, and any exhibits thereto in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference (the "*Agreement*"), and to execute such other documents or perform such acts as are necessary to effectuate the intent of this Ordinance.

B. The Corporate Authorities shall and do hereby authorize, approve, and direct the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature.

C. The Village President and Village Attorney are hereby authorized and directed to do all things necessary, essential or convenient to carry out and give effect to the purpose and intent of this Ordinance.

SECTION 3. RESOLUTION OF CONFLICTS. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Passed and Approved this 10th day of November, 2016.

Mayor Arlene Jezierny

ATTEST:

Village Clerk Marcia L. P'ollowy,

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VOTES

AYES: Trustee Brzezniak-Volpe, Brzozowski-Wegrecki, Rasche, Steiner, Schuepfer, Szlendak

NAYS:

ABSENT:

ABSTAIN:

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SCHILLER PARK, THE VILLAGE OF NORRIDGE AND THE VILLAGE OF HARWOOD HEIGHTS, TO ESTABLISH A JOINT EMERGENCY TELEPHONE SYSTEM BOARD (Establish JETSB)

attached on following pages

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SCHILLER PARK, THE VILLAGE OF NORRIDGE AND THE VILLAGE OF HARWOOD HEIGHTS, TO ESTABLISH A JOINT EMERGENCY TELEPHONE SYSTEM BOARD (Establish JETSB)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), by and between the Village of Schiller Park, an Illinois home rule municipal corporation ("Schiller Park"), the Village of Norridge, an Illinois home rule municipal corporation ("Norridge") and the Village of Harwood Heights, an Illinois home rule municipal corporation ("Harwood Heights"), shall be effective on the date this Agreement, is fully executed by a duly authorized representative of each party hereto (the "Effective Date"), following passage, approval and publication in pamphlet form of an ordinance or resolution lawfully adopted at a regular meeting of the Board of Trustees of each party hereto held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois. (For convenience, Schiller Park, Norridge and Harwood Heights may be referred to individually as a "Party" or "Participating Municipality" and collectively as the "Parties." or "Participating Municipalities"). This Agreement shall be deemed null and void and not binding upon any Participating Municipality if any one of the Participating Municipalities have not lawfully entered into this Agreement by January 1, 2017.

RECITALS

WHEREAS, the Parties have determined that there exists a need for a centralized emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Parties and which will otherwise provide for the health, safety and welfare of the residents of the Parties; and

WHEREAS, the Parties have determined that joint action is the most efficient and effective means to meet that need and is in the best interests of each of the Parties and their residents; and WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and Section 220/1 et seq. of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act, (50 ILCS 750/1 et seq.; the "Act") authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board; and

WHEREAS, it is the desire of the Parties to dissolve their individual emergency telephone system boards and jointly establish, maintain and operate a centralized combined dispatch and communication system; and

WHEREAS, the respective Corporate Authorities of the Participating Municipalities have determined that it is in their mutual best interests, and in furtherance of the public health, safety and welfare to enter into this Agreement and have authorized and directed the execution of this Agreement.

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

Section 1. Creation; Purpose; and Incorporation of Recitals.

- 1.0. The Participating Municipalities hereby establish a co-operative venture for the joint and mutual operation of a centralized dispatch and communication system, to be known as the Municipal Consolidated Dispatch ("MCD") for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its members; (2) to oversee the consolidation of three (3) public safety answering points ("PSAPs") into one (1) PSAP; and (3) the effectuation of this Agreement.
- 1.1. Effective January 1, 2017 (the "Commencement Date"), the Parties establish a joint emergency telephone system board (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall

be as set forth herein. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system board, 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 that the Consolidation Plan is not approved, the Participating Municipalities shall cooperate in good faith with one another to resubmit a revised Consolidation Plan to the Statewide 9-1-1 Administrator for approval. Notwithstanding anything herein to the contrary, the Commencement Date shall in no event occur prior to the approval of the Consolidation Plan by the Statewide 9-1-1 Administrator.

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

Section 2. Board of Directors Composition.

- 2.0. There is hereby established a Board of MCD (hereinafter referred to as the "Board"), which shall consist of:
 - 1. The Village President (hereinafter, the terms "President" and "Mayor" shall be used interchangeably and have the same meaning) of each Participating Municipality or his/her designee, which designee shall be either an elected Trustee, the Village Manager or another designated department head of the Party. If the Mayor elects to appoint a designee to serve on the Board in his or her place, then the designee shall be appointed by the Mayor of each Party with the advice and consent of the Party's Board of Trustees. Following approval of the designee by the Party's Board of Trustees, the Party shall notify the Board in writing of the identity of the confirmed designee. Following confirmation by the Party's Board of Trustees, the designee serves at the pleasure of the appointing Mayor and may be replaced at any time by a subsequent confirmed designee or the Mayor or the Mayor's successor in office, provided that any change in the identity of the

Mayor's designee is only effective upon notification to the Board in writing of such change; and

- 2. Two public safety representatives from each Party that are employed by each Party in the services of its police or fire department. For any Party that has a police department and a fire department, one public safety representative shall be selected from each department. The public safety representatives for each Party shall be appointed by the Mayor of each Party with the advice and consent of the Party's Board of Trustees. Following approval of public safety representatives by the Party's Board of Trustees, the Party shall notify the Board in writing of the identity of its two public safety representatives. Following confirmation by the Party's Board of Trustees, the Party's Board of Trustees, the public safety representatives hall serve on the Board until such time as the Party serves the Board with written notification that it has approved (a) new public safety representative(s); and
- 3. One public representative from each Party, who shall be appointed by the Mayor of each Party with the advice and consent of the Party's Board of Trustees. Following approval of the public representative of a Party by the Party's Board of Trustees, the Party shall notify the Board in writing of the identity of its public representative. Each public representative shall serve until January 1st of the next year following his/her appointment or until his/her successor is appointed. The public representative shall serve on the Board until such time as the Party serves the Board with written notification that it has approved a new public representative.

2.1 Temporary Replacement Members.

If any Board member fails to retain the status necessary to serve on behalf of the Party that he/she represents on the Board, then the Party may, by written resolution served upon the Board, designate an otherwise qualified representative to serve on the Board until a successor is duly appointed as provided for herein.

2.1.5 Representation of Subsequent Parties.

In the event any new party(ies) is/are approved for membership in the MCD ("Subsequent Parties"), each such Subsequent Party shall be represented on the Board by one Mayor or designee thereof, two public safety representatives, and one public representative, in accordance with the provisions of Section 2.0 of this Agreement.

2.2. Chair, Vice-chair and Secretary.

- The Board shall, at its initial meeting and thereafter at its first meeting of any calendar year, elect one of its members to serve as the Chair, Vice-Chair and Secretary, whose terms shall run until a successor is elected.
- 2. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him by the Board and this Agreement.
- 3. In the absence of the Chair or in the event of the Chair's refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and when so acting shall have all the powers of and be subject to all the restrictions placed upon the Chair.
- 4. The Secretary shall:
 - a. Take and keep the minutes of the Board meetings in a book provided for that purpose; and
 - b. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and
 - c. Be custodian of the records of MCD and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned by the Board; and
 - d. Serve as the FOIA officer for the MCD.

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

2.3. Meetings of the Board of Directors.

The Board shall establish dates, times and a location for regular meetings. The first meeting of the calendar year shall be designated as the meeting at which the Chair, Vice-chair and Secretary shall be elected. Other business may also be considered. The Board shall meet at least twice each year, or more frequently as deemed necessary by the Board.

All meetings of the Board shall be held in accordance with the Open Meetings Act of the State of Illinois (5 ILCS 120/1 *et seq.*). At least 48 hours prior to any meeting, the Secretary, or his/her designee, shall cause notice of all Board meetings, including an agenda, to be posted on the websites and at the principal offices of each of the Participating Municipalities, and on the website, if any, of the JETSB, and at the meeting location and principal office of the JETSB.

Special meetings of the Board may be called by the Chair or by any two (2) members, provided that at least 48 hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be properly posted and given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

The Board may adopt bylaws and rules of procedure it deems appropriate for conducting business, provided, however, that Board composition and any voting thresholds provided for herein shall not be subject to change unless otherwise provided, except by amending the Agreement. No Board member shall receive any compensation for serving as a Board member, except that he or she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board, provided that the expense is authorized by a majority of the Board prior to being incurred.

2.4. Quorum.

A quorum for the transaction of all business by the Board shall consist of a majority of the Board then holding office.

2.5. Voting requirements.

Except as otherwise provided for in this Agreement, a simple majority vote of the quorum of the Board present at a meeting shall be necessary for the Board to act. Each Board member shall have one vote. A Board member must be in physical attendance to cast a vote. No proxy votes or absentee voting shall be permitted.

Section 3. Powers of the Board of Directors.

3.0. Powers.

The Board shall have all powers that are necessary or incidental to the establishment and operation of a joint emergency dispatch and communications center serving each of the Parties (the "System"), including but not limited to:

- 1. All powers conferred upon Emergency Telephone System Boards under the Emergency Telephone System Act, 50 ILCS 750/1 et seq., including any future amendments to said statute; and
- The Board shall determine the general policies of MCD and adopt bylaws or otherwise establish rules of procedure it deems appropriate for conducting business; and
- 3. Receiving monies from any surcharge imposed by any one of the Participating Municipalities pursuant to Section 15.3 of the Emergency System Telephone Act, 50 ILCS 750/1 et seq., and from any other revenue source authorized by any federal or State law, including any future amendments to said laws; and
- 4. Authorization of the disbursement of the Emergency Telephone System Fund account in accordance with Section 15.4 of the Emergency System Telephone Act, 50 ILCS 750/1 et seq., including any future amendments to said statute; and
- 5. The purchase or lease of facilities for the services to be provided under this Agreement; and

- 6. The hiring, discipline, and termination of a Director whenever in its judgment the best interests of the MCD would be served thereby; and
- The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code including any future amendments to said statute, except as limited by 50 ILCS 750/15.4(c)(7); and
- The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act, 50 ILCS 510/.01 et. seq., including any future amendments to said statute; and
- Contracting with consultants, auditors, and attorneys related to the design, planning, implementation, operation, upgrading or maintenance of the System; and
- Hiring, on a temporary or permanent basis, any staff necessary for the design, planning, implementation, operation, upgrading or maintenance of the System; and
- 11. Approval of and amending from time to time of the annual budget and capital equipment fund for the implementation and operation of the system by a 3/4ths vote of the Board members then holding office; and
- 12. Approval of and amending from time to time a five-year projection of capital equipment needs and costs by a 3/4 vote of the Board members then holding office; and
- 13. Contract with other entities, organizations or units of government for the use of the MCD facilities, equipment and services and to approve appropriate rules and charges therefore; and
- 14. To in its own name make and enter into contracts, to accept contributions, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, to sue or be sued to enforce its

contracts, liabilities and the duties owed it; to employ employees and agents; and

- 15. To contract for the purchase of insurance, employee benefits and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement; and
- 16. To reallocate budgeted amounts from one-line item to another to the extent necessary to address emergencies and/or changed conditions by 3/4ths supermajority vote of the Board members then holding office; and
- 17. To determine and approve all the contributions due from all the Parties in accordance with the funding formulas provided herein; and
- 18. To approve increases in any capital or operating budget that is attached to this Agreement or has otherwise been approved by the Board as well as any increased contributions resulting from any increase in capital or operating budget by 3/4ths supermajority vote of the Board members then holding office when deemed necessary to further the purposes of the system; and
- 19. To determine and approve any revisions in the data used or the methodology for calculating each Party's share of MCD's operating costs when authorized by the terms of this Agreement by a 3/4ths supermajority vote of the Board members then holding office.
- 20. Make decisions concerning the establishment and operation of the System, including, but not necessarily limited to:
 - i. The planning and establishment of the System; and
 - The implementation, upgrading and maintenance of the System and the establishment of equipment specifications and coding systems; and
 - iii. The planning and establishment of a joint public works communications system serving the Participating

Municipalities including provisions for call outs and the receipt and communication of public works alarms; and

- iv. The establishment of standard operating practices and procedures for the joint dispatch and communication system; and
- v. The purchase or lease of facilities for the services to be provided under this Agreement; and
- vi. Establishment of employment policies and staffing requirements;
- vii. The purchase of equipment, except as limited by 50 ILCS 750/15.4(c)(7).

3.1. Compliance with Governing Law.

The Board shall in all cases exercise its powers in a manner that complies with the Emergency Telephone System Act, 50 ILCS 750/1 et seq., all administrative regulations enacted in furtherance of said Act, and any subsequent amendments to said Act or regulations. All decisions must be approved at a regular or special board meeting convened and conducted in accordance with governing laws, and shall not be effective or binding upon the MCD or any Participating Municipality or Subsequent Municipality except to the extent adopted in accordance with governing laws, regulations, this Agreement and any bylaws or rules of procedure adopted by the Board.

Section 4. Finances.

4.1. Fiscal year.

MCD's fiscal year shall be from May 1st to April 30th of the next year.

4.2 Capital Implementation Budget.

The Capital Implementation Budget for the initial costs related to the building and implementation of the System as contemplated by this Agreement shall be set forth in substantially identical resolutions, lawfully enacted with a minimum of four votes by the corporate authorities of the Participating Municipalities on or prior to December 31, 2016. Following adoption, the said resolutions shall be cumulatively appended to this Agreement as *Exhibit B* and

incorporated as though fully set forth herein and the agreed-upon Capital Implementation Budget shall be known as the "Approved Capital Implementation Budget". In the event that the Participating Municipalities are unable to achieve an Approved Capital Implementation Budget prior to the Commencement Date, the Commencement Date shall be tolled until such time as an Approved Capital Implementation Budget is attained as provided herein. The Board shall undertake their best efforts to establish an operational System serving the Participating Municipalities by June 15, 2017.

4.3. Allocation of initial capital costs.

The Capital Implementation costs as outlined in the Approved Capital Implementation Budget shall be split between the three Participating Municipalities according to the calculations stated in Exhibit A. MCD shall seek a line of credit with a local financial institution in an amount not to exceed two million dollars (\$2,000,000.00), which will finance the Capital Implementation Costs of establishing the MCD by June 15, 2017. Said line of credit shall be repaid by the Parties in accordance with the allocation percentages set forth in Exhibit A. Each of the Parties shall pledge its full faith and credit to the repayment of its proportional share (as provided in Exhibit A) of the repayment obligations associated with the line of credit and acknowledges that such proportional repayment obligations shall be a lawful direct general obligation of the respective Party, payable from the general funds of the Party and from such other sources of payment as are otherwise lawfully available. Notwithstanding the foregoing, the liability shall be several and no Party shall be liable for the repayment of any other Party's proportional share of the line of credit. Each Party hereby agrees to indemnify, defend and hold the other Parties harmless for any damages incurred by the indemnitees as a result of any failure of the indemnitor to satisfy its obligations hereunder.

If, after the date upon which the System serving the Participating Municipalities is operational, there exists unspent funds allocated to the Approved Capital Implementation Budget, said funds shall be allocated to the Capital Equipment Fund with each Participating Municipality credited proportionally for its contribution thereto in accordance with the percentages outlined in *Exhibit A*.

4.4. Capital Equipment Fund.

There shall be created a Capital Equipment Fund for the purpose of meeting the future capital equipment needs of MCD. The Capital Equipment Fund shall not be used to pay for operational expenses. In the event of a dispute as to whether a cost is an operational cost or a capital cost, the dispute shall be decided by a majority of the Board, subject to legal challenge by any Participating Municipality. Based upon input from the Director and any operating committees, the Board shall, by a 3/4ths supermajority vote of the Board members then holding office, approve a five-year projection of capital equipment needs and anticipated costs in June, 2017 and in each April thereafter. The Capital Equipment funding shall be payable by the Participating Municipalities on a quarterly basis tracking the fiscal year (May 1, August 1, November 1 and February 1), but in no event shall any payment be due less than sixty (60) days following receipt of written notice of the Board's adoption of a five (5) year capital equipment needs/cost projection.

4.4.5. Allocation of Capital Equipment Fund Costs.

Capital Equipment Fund Costs for the period from the inception of this Agreement until July 1, 2017 will be paid in accordance with the percentages attached in *Exhibit A*. This Exhibit includes the percentages of Capital Equipment Fund Costs that each Participating Municipality is responsible for. In the event the number of Participating Municipalities changes prior to the end of the fiscal year on April 30, 2017 or, in the event MCD provides services to other entities on a fee for service basis, then the methodology used to calculate each Participating Municipality's percentage share of MCD's operating costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a 3/4ths supermajority vote of the Board members then holding office, provided, however, that any revisions to proportional funding formulas provided in the Agreement must also be approved by an addendum to this Agreement approved by the Participating Municipalities.

4.5. Allocation of Operations Costs.

Start up Operations Costs for the period from the inception of this Agreement until July 1, 2017 will be paid in accordance with the percentages attached in *Exhibit A*. This Exhibit includes the percentages of start-up Operating Costs that each Participating Municipality is responsible for. In the event the number of Participating Municipalities changes prior to the end of the fiscal year on April 30, 2017 or, in the event MCD provides services to other entities on a fee for service basis, then the methodology used to calculate each Participating Municipality's percentage share of MCD's operating costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a 3/4ths supermajority vote of the Board members then holding office, provided, however, that any revisions to proportional funding formulas provided in the Agreement must also be approved by an addendum to this Agreement approved by all of the Participating Municipalities Corporate Authorities.

For the fiscal year beginning May l, 2019 through April 30, 2020, and all subsequent fiscal years, the percentage of MCD's total operations costs chargeable to each Participating Municipality will be based on the ratio of the total number of CAD recorded incidents received for each Participating Municipality during the previous calendar year immediately preceding the start of the fiscal year to the total number of CAD recorded incidents received by MCD during said calendar year. In the event the number of Participating Municipalities changes or, in the event MCD provides services to other entities on a fee for service basis, then the computation of each Participating Municipality's percentage share of MCD's operating costs shall be revised by an addendum to this Agreement lawfully adopted by the corporate authorities of all Participating Municipalities and Subsequent Municipalities.

The amounts due pursuant to this section shall be payable to MCD on a quarterly basis beginning August 1, 2017 or at such other date to be determined by the Board, but in no event shall any payment be due less than sixty (60) days following receipt of written notice from the MCD as to the amount due.
4.6. Treasurer.

The treasurer, the chief financial officer, the finance director or any functional equivalent thereof from the Village of Schiller Park, shall be ex officio Treasurer of the MCD and, shall be the custodian of all funds received by MCD and maintain the financial records for MCD. The Treasurer shall account for and report surcharge revenues collected by the MCD and attributed to each Participating Municipality. The Board shall appoint an individual or firm with municipal accounting experience to assist the Treasurer of MCD with his or her duties. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds. All MCD funds shall be deposited in such banks, trust companies or other depositories as the Treasurer shall determine or as the Board may designate.

The Treasurer shall not receive any compensation, except that he or she may be reimbursed for actual, necessary and documented business expenses incurred in carrying out his or her duties.

All monies received by MCD pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) shall be deposited into a separate interest bearing Emergency Telephone System Fund account. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund except upon direction of the Board. All expenditures from the Emergency Telephone System Fund shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (501LCS 750/15.4).

4.7. Donated Equipment.

If any Participating Municipality dedicates property to MCD and the Board of MCD accepts said dedication, then the dedicating Municipality may receive a credit against any amounts it owes under Section 4.4 of this Agreement. Upon request of the donor, the amount of the credit shall be determined by the Board prior to the donation. The amount of any credit granted under this Section by the Board shall only be effective after the donated equipment is successfully installed and determined to be operational.

4.8. Credit for Surcharge payments.

Each Participating Municipality shall forward any and all payments it receives after the Commencement Date, pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act to MCD. All surcharge funds imposed pursuant to Section 15.3 of the Emergency Telephone System Act that are received by the MCD by reason of the surcharge imposed by a Participating Municipality shall be credited to the account of the Participating Municipality that imposed the surcharge. Surcharge funds received by a Participating Municipality imposed pursuant to Section 15.3 of the Emergency Telephone System Act prior to the Commencement Date of this Agreement may be used to pay any amounts owed by the Participating Municipality to MCD provided the payment is in compliance with Section 15.4 of the Emergency Telephone System Act and the Participating Municipality's ordinances. In the event Surcharge funds received by a Participating Municipality prior to the Commencement Date of this Agreement are paid to MCD, the Participating Municipality shall advise MCD of this fact at the time the payment is made so that MCD can deposit said funds into its Emergency Telephone System Fund. (50 ILCS 750/15.4).

4.9. Audits.

The Board shall cause an annual audit of the financial affairs of MCD to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities. The annual audit report shall be delivered to the chief financial officer of each Participating Municipality.

4.10. Late payments.

Late payments due MCD shall accrue interest at the rate of 1% per month beginning 30 days after payment is due.

4.11. Transfer of surcharge funds held in each individual Participating Municipality's Emergency Telephone System Account.

Within 30 days after the date that MCD certifies that it is fully operational or within 30 days after MCD certifies that it is serving a Subsequent Municipality, each Participating Municipality shall enact an ordinance that effectively transfers all of its remaining unobligated surcharge funds it received pursuant to Section 15.3 of the Emergency Telephone System Act to MCD. All such funds received by MCD shall be credited to the account of the Participating Municipality against any amounts that are owed or that may be owed to MCD in the future. In addition, within the same time frame each Participating Municipality shall pass an ordinance suspending the operation of its individual Emergency Telephone System Board for so long as the Participating Municipality is a member of MCD.

Section 5. Director.

5.0. Creation of position.

The Board shall hire a full time Director to serve as the administrative head of MCD. The Director shall be responsible for the day-to-day operations of MCD and shall report directly to the Board and the 9-1-1 Operating Committee. No person shall be hired as Director while that person is employed by or serving as an official of a Participating Municipality. Compensation for the Director shall be as established from time to time by the Board.

5.1. Director's Duties.

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

- a) To administer and make operative the policies of MCD as established by the Board; and
- b) Attendance at all meetings of the Board; and
- c) Preparation of draft budgets on an annual basis and annual projections of capital equipment needs and anticipated costs for the next five years; and
- d) Calculation of each Participating Municipality's share of the Capital Equipment Costs and Operational Costs due to MCD; and

- e) Timely submission of invoices to the Participating Municipalities setting forth the payments due; and
- f) Monitoring MCD's budget and submitting reports to the Board comparing actual expenditures with budgeted expenditures and reporting on the activities and operations of MCD upon demand by the Board, but in no event less than quarterly; and
- g) Making recommendations to the Board concerning the implementation, operation, and staffing of MCD; and
- h) To appoint, evaluate, promote, demote, or remove employees of MCD pursuant to the approved MCD budget and in accord with the policies and procedures of the agency; and
- Implement the direction and policies approved by the Board including the coordinating and supervision of the implementation, upgrading and maintenance of the joint dispatch and communication system serving the Participating Municipalities; and
- j) Assist the Board with the establishment of standard operating practices and procedures for the System; and
- k) Undertake any other duties as directed by the Board.

5.2. Expenditure of funds.

The Director shall have the authority to expend funds on behalf of MCD to purchase budgeted services, equipment and supplies in an amount not to exceed \$5,000.00. Expenses above \$5,000.00 shall require prior approval from the Board. Notwithstanding the foregoing, in the event of an emergency that jeopardizes MCD's continued ability to operate, the Director shall have the authority to expend up to \$10,000.00 without prior Board approval after first giving written notice to the Board members of the nature of the emergency circumstances and a description of the expense. Such emergency expenditure must be ratified by the Board no later than the next regular or special meeting of the Board following the expenditure. For any purchase in excess of \$20,000.00, the Director shall be required to receive sealed bids and present such bids to the Board for approval, unless such requirement is waived by a 3/4 supermajority vote of the Board members then in office.

5.3. Director's office.

The Directors office shall be in the same facility as the dispatch center.

Section 6. Personnel.

6.0. MCD personnel.

The Board shall determine the number and job descriptions of persons employed by MCD. All employees shall be solely employees of MCD and not employees of any Participating Municipality. MCD shall provide health insurance benefits and such other benefits deemed advisable by the Board. The Board shall apply to the Illinois Municipal Retirement Fund to request that the employees receive the benefits provided by said fund.

Section 7. Insurance.

7.0. Required Insurance Coverages.

The Board shall procure and maintain insurance during the term of this Agreement usually held by public entities in at least the type and amounts listed herein:

- 1. Workers' compensation in accordance with the laws of the State of Illinois; and
- Employer's liability coverages(i) \$1,000,000 per accident, (ii)
 \$1,000,000 per employee, (iii) \$1,000,000 policy limit for disease; and
- Property and casualty insurance coverages sufficient to cover the replacement value of MCD's equipment, facilities, software, joint dispatch building, and other assets, of no less than three million dollars (\$3,000,000.00) per incident; and
- 4. Commercial general liability on an occurrence basis to cover bodily injury, personal injury and property damage with limits of liability of at least \$3,000,000 per occurrence and \$6,000,000 aggregate, including the following coverages: all premises and operations, and contractual liability for any indemnification obligations; and

- 5. Professional liability insurance in the amount of no less than one million five hundred thousand dollars (\$1,500,000.00) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided pursuant to the Agreement; and
- Directors and Officers coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate; and
- Errors and Omissions coverage in an amount not less than one hundred thousand dollars (\$100,00.00); and
- 8. Excess liability coverage in an amount of not less than four million dollars (\$4,000,000).

7.1 MCD's liability insurance shall cover all the agents and employees of MCD, the members of MCD's Board in connection with any alleged acts or omissions in connection with their lawful activities on behalf of MCD. The Participating Municipalities shall be named as additional insureds on all liability coverages. The Board may choose to provide the coverages required herein or any other coverages deemed advisable by the Board, in whole or in part, through MCD's participation in an intergovernmental self-insured risk pool.

Section 8. Additional Members.

8.0. Eligibility.

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

8.1. Approval of new members.

Upon approval as required herein, a new member shall have all the rights and obligations of a Participating Municipality under this Agreement. Approval of a new member shall be contingent upon each of the following:

1. Execution of this Agreement; and

- 2. Delivery to MCD of a certified copy of a duly enacted ordinance in proper form authorizing and directing execution of the Agreement, and further agreeing to be bound by this Agreement, as amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of MCD; and
- 3. Payment to MCD for a portion of the capital costs incurred in the establishment of MCD as determined by the Board. The amount of such costs received shall be credited to those Participating Municipalities that incurred the capital costs in accordance with 4.4 of this agreement; and
- Timely payment of such fees or amounts as may be determined by the Board; and
- 5. The Board's determination that MCD could adequately serve the new member; and
- Approval by a 3/4 vote of the members of the Board then in office; and
- 7. Adoption by the Participating Municipalities and any Subsequent Municipality of an addendum to the Agreement providing for the additional membership and revising any proportional funding formulas provided herein.

Section 9. Withdrawal, Termination and Dissolution.

9.0. Withdrawal.

A Participating Municipality may at any time after twenty-four (24) months after the effective date of the Agreement, give written notice of its intent to withdraw from MCD. The non-payment of cost-sharing charges within 30 days of notice by MCD as set forth herein, or the refusal or failure of any Participating Municipality to be bound by any obligation of MCD shall constitute notice of withdrawal. Withdrawal may be made subject to any or all of the following conditions in the sole discretion of the Board:

1. Withdrawal shall not take effect for one (l) calendar year from the date of such notification or until the withdrawing Municipality has obtained approval from the Illinois Commerce Commission to utilize an alternative method to provide dispatch services, whichever is later.

- 2. Upon withdrawal, the withdrawing Member shall continue to be responsible for:
 - a) Its share of all costs through the effective date of its withdrawal; and
 - b) Any contractual obligations it has signed separately with MCD.

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

9.1. Termination and Dissolution.

If the Board determines that the withdrawal of a Participating Municipality reduces the number of Participating Municipalities to less than that feasible to keep MCD operational, or upon a 3/4ths vote of the remaining Board members then holding office to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board. Upon such termination, and after payment of all debts, all assets and liabilities of MCD, remaining funds shall be distributed among those Participating Municipalities who were active members of MCD during the one (1) year prior to such termination, in proportion to their respective payments to MCD during the preceding five (5) years.

Section 10. Contracts, Loans, Checks and Deposits.

10.0. Execution of Contracts.

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

10.1. Loans.

No loans shall be procured on behalf of MCD and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution of the Board and in accordance with applicable law. Such authority shall be confined to specific instances.

10.2. Payments.

All checks, drafts or other orders for payment of money, notes or other evidence of indebtedness issued in the name of MCD, shall be signed by the MCD Treasurer, the Director, and a member of the Board.

Section 11. Public Works/ESDA/Administrative Dispatching.

11.0. Subject to MCD's capabilities, each Participating Municipality may receive emergency public works and/or administrative emergency dispatching services from MCD at no additional cost provided, however, that the requesting Participating Municipality shall bear the cost of any additional equipment necessary to facilitate such service.

Section 12. Mutual Aid Box Alarm System Dispatching.

12.0. Any Fire Department or Fire Protection District or other fire service entering into the Agreement shall be responsible for the cost associated with the dispatching of any Mutual Aid Box Alarm System.

Section 13. Miscellaneous.

13.0. Limitation of Liability.

The liabilities, contracts, obligations, debts and property of MCD shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Municipalities which together form MCD.

No officer, agent, employee or director of MCD shall have any authority under this paragraph to extend the contractual liability of any party hereto in any manner not approved by the Board.

13.1. Member Equipment.

Each Participating Municipality shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Municipality and not a benefit to MCD as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participality or by MCD shall be resolved by the Board.

13.2. Amendment.

This Agreement may not be amended, except by written agreement duly authorized and adopted by the Corporate Authorities of each Participating Municipality.

13.3. Duration.

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

13.4. Remedies.

Since the purpose of this Agreement is to provide communications services on an ongoing basis, money damages or termination of the Agreement will not be an adequate remedy in the event of a default.

Accordingly, the parties explicitly agree that any one or more parties hereto aggrieved by the default hereunder of any one or more other parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this paragraph shall be construed to deprive an aggrieved party of any remedy afforded by law.

13.5. Assignment.

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

13.6. Severability.

If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the Agreement as a whole or of any other part.

13.7. Notices.

Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, to the address or addresses of the party's administrative offices.

13.8. Headings.

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

13.9. Parties.

Parties:

 Village of Schiller Park 9526 W. Irving Park Road Schiller Park, Illinois 60176 Attention: Village Manager

> With a copy to: The Law Offices of John P. Sullivan 120 N. LaSalle Suite, 1000 Chicago, Illinois 60602 Attention: John Sullivan

Village of Harwood Heights
 7300 W. Wilson Avenue
 Harwood Heights, Illinois 60706
 Attention: Village President

With a copy to: Ancel Glink 140 South Dearborn Street, 6th Floor Chicago, Illinois 60603 Attention: Robert Bush

Village of Norridge
 4000 N. Olcott Avenue
 Norridge, Illinois 60706
 Attention: Village Manager

With a copy to: Johnson and Colmar 2201 Waukegan Road, Suite 260 Bannockburn, Illinois 60015 Attention: Mark V. Chester

Custodian:

Village of Schiller Park 9526 W. Irving Park Road Schiller Park, Illinois 60176 Attention: Village Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below. This Agreement may be executed in duplicated originals.

[Signature Page to Follow]

VILLAGE OF SCHELLER PARK By Village Pr dent 10 11 Attest(Village Clerk

Date____//-7_9

VILLAGE OF HARWOOD HEIGHTS By <u>MUMU</u> Village President Attest <u>Oxe</u> Soc. Village Clerk Date <u>Oxe</u> Oxe

VILLAGE OF NORRID Вy Village President Attest Village Clerk -30-IЬ Date

EXHIBIT A

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Percentage of responsibility for startup capital and operations and the first 22 months of operations.

	75% split	25% split	Total %
	evenly	per population	committed
Harwood Heights	25%	6.2%	31.2%
Norridge	25%	10.4%	35.4%
Schiller Park	25%	8.4%	33.4%

		% based	population %
Population 2010 Census		on population	per 25% split
Harwood Heights	8,612	24.6%	6.2%
Norridge	14,572	41.7%	10.4%
Schiller Park	11,793	33.7%	8.4%
	34,977		

CERTIFICATION

STATE OF ILLINOIS)) SS. COUNTY OF COOK)

I, Marcia L. Pollowy, DO HEREBY CERTIFY that I am the duly qualified and acting Village Clerk of the Village of Harwood Heights, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village, and

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of Ordinance Number 16-31, AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF SCHILLER PARK, NORRIDGE AND HARWOOD HEIGHTS, PROVIDING FOR THE ESTABLISHMENT OF THE MUNICIPAL CONSOLIDATED DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD (the "Ordinance"), adopted at a duly called Regular Meeting of the Board of Trustees, held at Harwood Heights, Illinois, at 7:30 p.m. on the 10th day of November, 2016.

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said Ordinance were conducted openly, that the vote on the adoption of said Ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Harwood Heights, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said

Village at Harwood Heights, Illinois, this 11th day of November, 2016.

Marcia L.'Pollowy, VILLAGE CLÈRK VILLAGE OF HARWOOD HEIGHTS

[SEAL]

Harwood Heights – Norridge – Schiller Park 9-1-1 Plan



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