



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 23, 2020

Ms. Cindy Barbera-Brelle
Office of the State 911 Administrator
Illinois State Police – Headquarters
801 South 7th Street
Springfield IL 62703

Colonel Kelly Walter
Chair, Illinois State 911 Advisory Board
Office of the State 911 Administrator
Illinois State Police – Headquarters
801 South 7th Street
Springfield IL 62703

Dear Administrator Barbera-Brelle & Colonel Walter,

Attached please find a long form Application for 9-1-1 Modification Plan, submitted by the Lyons Township Area Communications Center (LTACC) for consideration by the State 911 Advisory Board and your Office. This Application is in reference to the addition of the City of Countryside to our system.

As an overview, in fall of 2019 the City of Countryside solicited proposal for dispatch services from several 911 Authorities. After reviewing the responses, the City opted to enter into a Letter of Intent and Agreement to join the LTACC system and JETSB. Since then, the staffs of both entities have worked to draft and complete the necessary legal agreements, vendor changes, studies, and prepare this Application.

The City of Countryside is requesting to leave the Southwest Central Dispatch System, 911 Authority, and JETSB and join LTACC's respective equivalents. The final cutover date has not been determined, based on pending information from vendors. We respectfully request that should our Application be approved, your Office issue an Order with a "To Be Determined" effective date which would be coordinated through your office.

In the process of preparing this Application, LTACC has verified that it has the necessary staffing, phone, and software capacity to handle the addition of Countryside. The benefits to both agencies are many, but include adding a community to the LTACC system that is geographically contiguous to 2 of



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our current members; improved radio communications (Starcom21) and customer service features for Countryside; and a reduction in cost for the current communities as well as Countryside (versus their current assessment). It is our belief and submission that these factors will enhance the 911 system and public safety services in our region.

Should you require any additional information, please do not hesitate to contact me at (708) 215-3585 or via email: moconnor@ltacc.org

Respectfully,

A handwritten signature in black ink, appearing to read 'Michael O'Connor', followed by a long horizontal flourish.

Michael O'Connor
Executive Director

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Modification Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to modify your 9-1-1 system. All modified plans must comply with 83 Ill. Adm. Code Part 1325.

LONG FORM MODIFIED 9-1-1 PLAN:

The following 9-1-1 system changes require Administrator approval:

- 1) Changing boundaries that require an intergovernmental agreement between local governmental entities to exclude or include residents within the 9-1-1 jurisdiction
- 2) Changing or adding a 9-1-1 system provider
- 3) Changes in network configuration, except as provided for in subsection 1325.200(h), (i.e. implementation of a Next Generation 9-1-1 (NG9-1-1) system)
- 4) Change of Backup PSAP arrangement

The Modified Plan must include the following documents:

General Information	Contact and 9-1-1 System information.
Verification	Notarized statement of truth regarding information provided in the plan.
Letter of Intent	Letter that is sent to the 9-1-1 System Provider with a copy of the plan.
Plan Narrative	A summary of the changes of the proposed system's operation.
Financial Information	A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.
5-Year Strategic Plan	A detailed plan for implementation and financial projections.
Communities Served	A list of all communities that are served by the 9-1-1 System.
Participating Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.
Adjacent Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.
<u>Attachments (if applicable):</u>	
Ordinance	Any local ordinances which dissolve an existing ETSB or creates a new ETSB.
Intergovernmental Agreement	Any intergovernmental agreements or MOU's creating a joint ETSB or any other agreements pertinent to the 9-1-1 system.
Contracts	Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.
Back-up PSAP Agreement	Establishes back-up and overflow services between PSAPs.
Network Diagram	Provided by the 9-1-1 system provider showing trunk routing and backup configuration.
Call Handling Agreements	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
Aid Outside Jurisdictional Boundaries Agreements	Aid outside normal jurisdictional boundaries agreements shall provide that once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

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 modified 9-1-1 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

Once the plan is submitted, the Department and the ICC will have 20 days to provide a technical review of the plan to submit to the Administrator for approval.

SHORT FORM MODIFIED 9-1-1 PLAN:

The following modifications 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.

- 1) Permanent relocation of an existing PSAP or backup PSAP facility
- 2) Reduction in 9-1-1 trunks from the selective router to the PSAP
- 3) Further reduction of PSAPs within a 9-1-1 Authority beyond consolidation as required by the Act

The notification should include:

General Information	Contact and 9-1-1 System information.
Plan Narrative	A detailed summary of the changes in the proposed system's operation.
<u>Attachments (if applicable):</u>	
Network Diagram	Provided by the 9-1-1 system provider showing trunk routing and backup configuration
Call Handling Agreements	Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.

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



State of Illinois

Application for
9-1-1 Modification Plan

911 GENERAL INFORMATION

DATE: 04/22/2020

Type of Change: <input checked="" type="checkbox"/> Long Form Modification Plan <input type="checkbox"/> Short Form Modification Plan		
Current System Name:	Population Served	Land Area in Sq Miles
Lyons Township Area Communications Center/JETSB	42000	7

[illegible]

911 System Contact: Michael OConnor
Street Address: 304 W Burlington Ave
City, State and Zip Code: La Grange IL 60525
Office Telephone: (708) 215-3585
Cellular Telephone: (708) 738-7696
Email: moconnor@ltacc.org

Wireless Coverage for Consolidated System:

100 % Phase II compliant

100 % Phase I compliant

Please check if applicable:

_____ NG9-1-1 capable

_____ Receive 9-1-1 Text

Receive 9-1-1 Video

VERIFICATION

I, Michael O'Connor, first being duly sworn upon oath, depose and say that I am Executive Director, of Lyons Township Area Comm. Center; 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.



Michael O'Connor / Executive Director

Subscribed and sworn to before me

this 21 day of April, 20 20.


NOTARY PUBLIC, ILLINOIS



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 22, 2020

Ms. Lisa Wirtanen
AT&T 911 Services
4918 W. 95th St.
Oak Lawn IL 60453

Dear Ms. Wirtanen,

Please allow this letter to serve as confirmation of our intent to modify our 911 system. Enclosed is your copy of our modification plan to be filed with the Illinois State Police, Office of the 911 Administrator for approval.

We thank you for your assistance in this matter.

Sincerely,

Michael O'Connor
Executive Director

enclosure: LTACC modification plan

NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for a modified 9-1-1 plan. Also, if incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205 b)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:

Countryside Police will consolidate with the Lyons Township Area Communications Center and Joint Emergency Telephone System Board. AT&T has conducted a network study and determined that sufficient capacity exists to support the call load. AT&T has recommended converting at least 1 landline trunk to dual capabilities due to the number of wireless calls.

The consolidation date remains to be determined, based on the ability of the CAD vendor to complete its work. LTACC will coordinate with all vendors and the State 911 Administrator once a final cutover date is locked in.

West Suburban Consolidated Dispatch Center (WSCDC) will remain as our back-up and overflow PSAP.

FINANCIAL INFORMATION

Annual recurring 9-1-1 network costs prior to modification	\$ _____
Projected annual recurring 9-1-1 network costs after modification	\$ _____
Installation cost of the project	\$ _____
Anticipated annual revenues	\$ _____

FIVE YEAR STRATEGIC PLAN FOR MODIFIED 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 modified 9-1-1 plan with financial projections)

Narrative:

The Lyons Township Area Communications Center (LTACC) became operational in 2017, and was designed with the capability for future growth. The Center currently has four (4) operational positions, with room to add up to two (2) more if needed. In adding Countryside PD, we have determined that the phone call and call for service volume can be accommodated without additional growth. AT&T has determined additional 911 trunk are not needed, and radio communications will be on our current primary Police frequency.

LTACC has budgeted for and plans to upgrade the current Intrado Viper 911 system this year to become NG and text-to-911 capable. Our CAD is current, and we are completing the migration to Starcom21 for our radio systems. In the coming budget year, we intend to begin replacement of console furniture.

In addition, we have a 5-year budget and capital equipment replacement plan and fund in place which is approved by our Executive Board and is reviewed and updated on a regular basis. LTACC's IGA recommends a minimum of a 25% reserve fund available for unforeseen emergencies and contingency funding, our current 5-year budget well exceeds the recommended amount.

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

[illegible]

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.

[illegible]

ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems 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
Hinsdale Police (DuPage County ETSB)	121 Symonds Dr Hinsdale 60521	(630) 789-7083
Hinsdale Fire (DuPage County ETSB)	121 Symonds Dr Hinsdale 60521	(630) 789-7083
Pleasantview Fire Protection District (DuPage County ETSB)	1970 W Plainfield Rd La Grange Highlands 60525	(708) 352-9229
Tri-State Fire Protection District	419 Plainfield Rd Darien 60561	(630) 654-6453
Indian Head Park Police	201 Acacia Dr. Indian Head Park 60525	(708) 246-4534
Hodgkins Police	6015 Lenzi Ave Hodgkins 60525	(708) 352-4623
Burr Ridge Police (DuPage County ETSB)	7700 County Line Rd Darien 60527	(630) 323-8181
McCook Police (West Central ETSB)	5000 Glencoe Ave McCook 60525	(708) 447-1234
McCook Fire (West Central ETSB)	5000 Glencoe Ave McCook 60525	(708) 447-1234
Brookfield Police (West Central ETSB)	8820 Brookfield Ave Brookfield 60513	(708) 447-9191
Brookfield Fire (West Central ETSB)	8820 Brookfield Ave Brookfield 60513	(708) 485-8131
North Riverside Police (West Central ETSB)	2359 S Des Plaines Ave North Riverside 60546	(708) 447-9191
North Riverside Fire (West Central ETSB)	2359 S Des Plaines Ave North Riverside 60546	(708) 447-9191
Broadview Police	2350 S 25th Ave Broadview 60155	(708) 345-6550
Broadview Fire	2350 S 25th Ave Broadview 60155	(708) 345-6550
Cook County Sheriff	9511 W Harrison Des Plaines 60016	(847) 294-4746
Cook County Forest Preserve Police	9511 W Harrison Des Plaines 60016	(847) 294-4746
Metra Police	9511 W Harrison Des Plaines 60016	(847) 294-4746
Illinois State Police - District 15	2700 Ogden Ave Downers Grove 60515	(630) 241-6800
Illinois State Police - Districts 2 & Chicago	801 South 7th St Springfield 62703	(217) 782-7345
Westchester Police	10240 W Roosevelt Rd Westchester 60154	(708) 345-0433
Westchester Fire	10240 W Roosevelt Rd Westchester 60154	(708) 345-0433
DuPage County Sheriff	501 N County Farm Rd Wheaton 60187	(630) 682-7256

RESOLUTION NO. 20-R-2

**A RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF FIRST ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT TO
ADD CITY OF COUNTRYSIDE AS PARTICIPATING AGENCY OF LYONS TOWNSHIP AREA
COMMUNICATIONS CENTER AND AS VOTING MEMBER ON LTACC BOARD OF DIRECTORS,
VOTING MEMBER ON LTACC OPERATING BOARD AND VOTING MEMBER ON
LYONS TOWNSHIP AREA COMMUNICATIONS CENTER JETSB**

(LTACC – City of Countryside, Illinois)

WHEREAS, the Lyons Township Area Communications Center ("LTACC") is a public agency, established in calendar year 2015 by an intergovernmental agreement (the "LTACC IGA"), that operates a combined dispatch center and a public safety answering point to provide an emergency services dispatch and communication system (the "System") that delivers 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance, public safety and other emergency communications systems (the "Services") to its participating members. The LTACC IGA also provided for the formation and operation of a joint emergency telephone system board ("LTACC JETSB"). The Village of La Grange ("La Grange"), the Village of La Grange Park ("La Grange Park"), and the Village of Western Springs ("Western Springs") are collectively referred to the "Participating Agencies" in the LTACC IGA; and

WHEREAS, the LTACC is located at 304 West Burlington Avenue, La Grange, Illinois 60525 and delivers the "Services" for its Charter Members throughout its service territory, which generally consists of the corporate boundaries of La Grange, La Grange Park and Western Springs; and

WHEREAS, pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) (the "Act") and Article III (Board of Directors) of the LTACC IGA, the Board of Directors (the "LTACC Board") has been created to govern the LTACC. Pursuant to Section 3.0 of LTACC IGA, the LTACC Board is authorized to approve new members of LTACC by a two-thirds (2/3rds) vote and to approve certain contracts and certain expenditures and uses of the surcharge funds, and other funds received by the LTACC, in accordance with the LTACC Annual Budget and applicable law, including the authorized expenditures set forth in Section 35 of the Act (50 ILCS 750/35), as amended, including, but not limited to, Sections 35(7) and 35(10) therein; and

WHEREAS, pursuant to Section 15.4(a)(2) of the Act (50 ILCS 750/15.4(a)(2)), the City of Countryside, an Illinois home rule municipal corporation, ("Countryside") has requested to join the LTACC for purposes of receiving Services from the LTACC. Countryside is currently a member of the Southwest Central ETSB and receives 9-1-1 communications and other related services from the Southwest Central Dispatch ("SWCD"). Since Countryside receives its fire protection services from the Pleasantview Fire Protection District, Countryside only seeks to receive Services relative to police protection services and public works matters within its service territory. Countryside's participation in the LTACC will be based on the financial terms and conditions set forth in the First Addendum, which include payment of certain capital contributions, assessments, fees and overall prorated shared costs to operate LTACC as required by the LTACC IGA and as otherwise agreed to by the Parties in the First Addendum; and

WHEREAS, Sections 15.3 and 15.3(a) of the Act (50 ILCS 750/15.3 and 15.3(a)) authorize a municipality to impose a 9-1-1 surcharges on billed subscribers of network connections provided by telecommunications carriers at a rate per network connection in order to implement and maintain a 9-1-1 Emergency Telephone System. The 9-1-1 surcharge funds are collected by the State of Illinois and is re-distributed to local emergency telephone system boards and joint emergency telephone system boards in accordance with the applicable provisions of the Act and under the authority and jurisdiction of the Illinois Department of State Police ("IDSP"), its Statewide 9-1-1 Advisory Board ("IDSP 9-1-1 Advisory Board") and the Statewide 9-1-1 Administrator of the IDSP; and

WHEREAS, the LTACC Board has considered the request of Countryside and has made the following findings of fact and determinations:

- A. A financial and operations study was performed by the LTACC Executive Director and LTACC Operating Board to assess the impact of Countryside joining LTACC as an additional Member (a/k/a "Participating Agency") and as a voting member of the LTACC Board, the LTACC Operating Board and the LTACC Joint Emergency Telephone System Board ("LTACC JETSB"), which recommended adding Countryside to the LTACC as a Participating Agency;
- B. Pursuant to Section 9.0 (Eligibility) of the LTACC IGA, Countryside is eligible to join the LTACC because it is a municipality that has a responsibility for the provision of life-safety services and other public safety services and which is authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth in the LTACC IGA;
- C. Pursuant to Section 9.1 (Approval of New Members) of the LTACC IGA, acceptance of Countryside as a new Participating Agency in the LTACC and as a voting member of the LTACC Board, the LTACC Operating Board and the LTACC Joint Emergency Telephone System Board ("LTACC JETSB"), is subject to:
 - a. Approval and execution by the corporate authorities of Countryside of an addendum to the LTACC IGA;
 - b. Countryside's compliance with the First Addendum to the LTACC IGA, which contains the terms and conditions of membership as agreed to by the LTACC Board and Countryside.
 - c. Delivery to the LTACC of a certified copy of a duly enacted resolution in proper form authorizing and directing execution of the First Addendum, and further agreeing to be bound by the LTACC IGA and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the LTACC;
 - d. Payment to the LTACC of Countryside's "non-refundable Capital and Operating Participation Fee", its allocated share of the ongoing Operating Costs of the LTACC and the additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member to not diminish the existing service level of the other Participating Agencies;
 - e. Timely payment of all fees, costs and financial obligations required by the First Addendum, as amended, or as determined by the LTACC Board;
 - f. Preparation and filing by Countryside and the LTACC JETSB, with the assistance of the LTACC Executive Director, of a joint petition with the Illinois Department of State Police 9-1-1 Advisory Board ("IDSP 9-1-1 Advisory Board") for approval by the IDSP Statewide 9-1-1 Administrator of Countryside's withdrawal from the SWCD and its related Southwest Central ETSB and its acceptance as a new member of the LTACC and the LTACC JETSB, including the transfer of its allocation of 9-1-1

surcharge fees to the LTACC JETSB, and the modification of LTACC's service territory to include the corporate boundaries of Countryside;

- g. Approval by the IDSP Statewide 9-1-1 Administrator of all relief sought in the above mentioned joint petition filed by Countryside and the LTACC JETSB;
- D. The LTACC can adequately serve Countryside by delivering 9-1-1 Dispatch Services relative to police protection services without diminishing the ability of LTACC to continue to serve the other Participating Agencies; and
- E. The LTACC Operating Board has reviewed and recommended the approval of the First Addendum; and

WHEREAS, the FIRST ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT TO ADD CITY OF COUNTRYSIDE AS PARTICIPATING AGENCY OF LYONS TOWNSHIP AREA COMMUNICATIONS CENTER AND AS VOTING MEMBER ON LTACC BOARD OF DIRECTORS, VOTING MEMBER ON LTACC OPERATING BOARD AND VOTING MEMBER ON LYONS TOWNSHIP AREA COMMUNICATIONS CENTER JETSB ("First Addendum") contains the terms and conditions of membership of Countryside in the LTACC as agreed to by the LTACC Board and Countryside. A copy of the First Addendum is attached as Exhibit "A" hereto and made part hereof; and

WHEREAS, pursuant to the First Addendum, the LTACC JETSB will collect and expend the 9-1-1 surcharge funds and 9-1-1 grant funds allocated to Countryside in satisfaction of the Countryside's financial obligations under the Agreement. Countryside understands that, if its allocation of 9-1-1 surcharge funds and 9-1-1 grant funds do not cover all of its financial obligations under the First Addendum, then the Countryside agrees to pay additional funds to the LTACC, as provided for in the First Addendum, to fully satisfy its financial obligations to the LTACC; and

WHEREAS, upon approval of and implementation of the First Addendum, including IDSP 9-1-1 Advisory Board approval, the service territory of the LTACC shall expand to include the Countryside's territorial boundaries for the duration of the First Addendum; and

WHEREAS, the LTACC Board and the corporate authorities of Countryside are authorized to approve and enter into the First Addendum pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725 and § 1325.415).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LYONS TOWNSHIP AREA COMMUNICATIONS CENTER, COOK COUNTY, ILLINOIS, AS FOLLOWS:

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

SECTION 2: The Board of Directors of the Lyons Township Area Communications Center, Cook County, Illinois ("LTACC Board") approves and authorizes the execution of the FIRST ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT TO ADD CITY OF COUNTRYSIDE AS PARTICIPATING AGENCY OF LYONS TOWNSHIP AREA COMMUNICATIONS CENTER AND AS VOTING MEMBER ON LTACC BOARD OF

DIRECTORS, VOTING MEMBER ON LTACC OPERATING BOARD AND VOTING MEMBER ON LYONS TOWNSHIP AREA COMMUNICATIONS CENTER JETSB attached hereto as **Exhibit "A"** and made part hereof ("First Addendum"). The LTACC Board authorizes and directs the Chair and the Secretary, or their designees, to execute and submit signed original signature pages of the First Addendum, certified copies of this Resolution and such other documents as are necessary to fulfill all of the applicable obligations under the First Addendum.

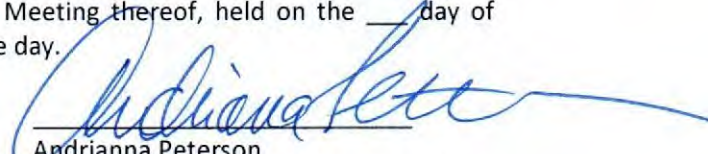
ADOPTED this 21ST day of APRIL, 2020, pursuant to a roll call vote as follows:

AYES: PETERSON CEDILLO VELKME

NAYS: NONE

ABSENT: NONE

PASSED by at least a two thirds (2/3rds) vote of the Board of Directors of Lyons Township Area Communications Center, Cook County, Illinois at a Regular Meeting thereof, held on the ____ day of _____, 2020, and attested by me as Secretary on the same day.


Andrianna Peterson
Chair of the Board of Directors, LTACC

ATTEST:



Michael O'Connor
Executive Director and Secretary
LTACC

Exhibit "A"

FIRST ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT TO ADD CITY OF COUNTRYSIDE AS PARTICIPATING AGENCY OF LYONS TOWNSHIP AREA COMMUNICATIONS CENTER AND AS VOTING MEMBER ON LTACC BOARD OF DIRECTORS, VOTING MEMBER ON LTACC OPERATING BOARD AND VOTING MEMBER ON LYONS TOWNSHIP AREA COMMUNICATIONS CENTER JETSB

(LTACC - City of Countryside, Illinois)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, Michael O'Connor, the duly appointed and qualified Secretary of the Board of Directors of the Lyons Township Area Communications Center, in the County of Cook and State of Illinois, certify that the foregoing document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 20-R 2

RESOLUTION APPROVING AND AUTHORIZING THE
EXECUTION OF FIRST ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT TO
ADD CITY OF COUNTRYSIDE AS PARTICIPATING AGENCY OF LYONS TOWNSHIP AREA COMMUNICATIONS
CENTER AND AS VOTING MEMBER ON LTACC BOARD OF DIRECTORS,
VOTING MEMBER ON LTACC OPERATING BOARD AND VOTING MEMBER ON
LYONS TOWNSHIP AREA COMMUNICATIONS CENTER JETSB

which Resolution was passed by the Board of Directors of Lyons Township Area Communications Center at a Regular Meeting on the 21st day of APRIL, 2020, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Directors of Lyons Township Area Communications Center was taken by Ayes and Nays and recorded in the minutes of Board of Directors of Lyons Township Area Communications Center, and that the result of said vote was as follows, to-wit:

AYES: PERKINSON CEDILLO VELKME

NAYS: NONE

ABSENT: NONE

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Lyons Township Area Communications Center, this 21st day of APRIL, 2020.



Michael O'Connor, Secretary

**FIRST ADDENDUM TO AN INTERGOVERNMENTAL AGREEMENT TO
ADD CITY OF COUNTRYSIDE AS PARTICIPATING AGENCY OF LYONS TOWNSHIP AREA
COMMUNICATIONS CENTER AND AS VOTING MEMBER ON LTACC BOARD OF DIRECTORS,
VOTING MEMBER ON LTACC OPERATING BOARD AND VOTING MEMBER ON
LYONS TOWNSHIP AREA COMMUNICATIONS CENTER JETSB**

This FIRST ADDENDUM ("First Addendum") relates to an Intergovernmental Agreement Entered Into By The Villages Of La Grange, La Grange Park And Western Springs To Establish An Intergovernmental Cooperative Venture Known As The 'Lyons Township Area Communications Center' For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "LTACC IGA") and is entered into by and between the Lyons Township Area Communications Center ("LTACC") and the City of Countryside, an Illinois home rule municipal corporation, ("Countryside") for purposes of permitting Countryside to become an additional Member (a "Participating Agency") of the LTACC and to be a voting member of the LTACC Board of Directors, the LTACC Operating Board and the LTACC Joint Emergency Telephone System Board ("LTACC JETSB"). At times in this First Addendum, each of the Participating Agencies under the LTACC IGA and the parties to this First Addendum may collectively be referred to as the "Parties" or individually as a "Party."

R E C I T A L S

WHEREAS, the LTACC is a public agency, established in calendar year 2015 by the LTACC IGA, that operates a combined dispatch center and a public safety answering point to provide an emergency services dispatch and communication system (the "System") that delivers 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance, public safety and other emergency communications systems (the "Services") to its participating members. The LTACC IGA also provided for the formation and operation of a joint emergency telephone system board ("LTACC JETSB"). A copy of the LTACC IGA is incorporated by reference into this First Addendum. The Village of La Grange ("La Grange"), the Village of La Grange Park ("La Grange Park"), and the Village of Western Springs ("Western Springs") are collectively referred to the "Participating Agencies" in the LTACC IGA and are at times referred to as the "Charter Members" of the LTACC; and

WHEREAS, the LTACC is located at 304 West Burlington Avenue, La Grange, Illinois 60525 and delivers the Services for its Charter Members throughout its service territory, which consists of the corporate boundaries of La Grange, La Grange Park and Western Springs; and

WHEREAS, Countryside has requested to join the LTACC for purposes of receiving Services from the LTACC. Countryside is currently a member of the Southwest Central ETSB and receives 9-1-1 communications and other related services from the Southwest Central Dispatch ("SWCD"). Since Countryside receives its fire protection services from the Pleasantview Fire Protection District, Countryside only seeks to receive Services relative to police protection services and public works matters within its service territory; and

WHEREAS, pursuant to Section 9.1 (Approval of New Members) of the LTACC IGA, the LTACC Board agrees to accept Countryside as a new Participating Agency in the LTACC, in the LTACC system and as a voting member of the LTACC Board, the LTACC Operating Board and the LTACC Joint Emergency Telephone System Board ("LTACC JETSB"), subject to certain conditions set forth below this First Addendum, including:

- A. Countryside's compliance with the terms and conditions of the First Addendum;

- B. Countryside and the LTACC JETSB filing of a joint petition with the Illinois Department of State Police ("IDSP") 9-1-1 Advisory Board requesting approval by the IDSP Statewide 9-1-1 Administrator of:
 - a. Countryside's withdrawal from the SWCD and its related Southwest Central ETSB; and
 - b. Countryside joining as a new member of the LTACC, a participant in the LTACC System and a new member of the LTACC JETSB, including the transfer of its allocation of 9-1-1 surcharge fees to the LTACC JETSB; and
 - c. Modification of LTACC's service territory to include the corporate boundaries of Countryside ("Joint Petition"); and
- C. Approval by the IDSP Statewide 9-1-1 Administrator of all relief sought in the Joint Petition filed by Countryside and the LTACC JETSB; and

WHEREAS, Countryside agrees that its participation in the LTACC will be based on the financial terms and conditions set forth in this First Addendum, which include payment of certain capital contributions, assessments, fees and overall prorated shared costs to operate LTACC as required by the LTACC IGA and as otherwise agreed to by the Parties in this First Addendum; and

WHEREAS, Countryside agrees to participate in the LTACC and as a voting member of the LTACC Board, the LTACC Operating Board and the LTACC JETSB, subject to the terms and conditions of the LTACC IGA and this First Addendum; and

WHEREAS, pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) (the "Act") and Article III (Board of Directors) of the LTACC IGA, the LTACC Board of Directors (the "LTACC Board") is authorized to approve new members of LTACC by a two-thirds (2/3rds) vote and to approve certain contracts, including this First Addendum; and

WHEREAS, the corporate authorities of Countryside and the LTACC Board have determined that entering into this First Addendum is in their own mutual best interests, and they have agreed to adopt authorizing substantially similar Resolutions that approve this First Addendum. Certified copies of authorizing Resolutions will be placed on file with the LTACC Board; and

WHEREAS, the authority for the Parties to enter into this First Addendum is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)).

NOW, THEREFORE, in consideration of the terms of this First Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Section 1: Recitals. Each of the Recitals set forth above are incorporated by reference into this Section 1 of this First Addendum.

Section 2: Effective Date; Initial Term; Extended Term. After approval and execution of this First Addendum by the Parties, the term of this First Addendum shall begin on the approval date of the

order issued by the IDSP Statewide 9-1-1 Administrator granting the relief sought in the Parties' Joint Petition and authorizing: (a) Countryside to withdraw from the SWCD and its related Southwest Central ETSB; (b) Countryside to join the LTACC and the LTACC JETSB; (c) the transfer of Countryside's allocation of its 9-1-1 surcharge fees to the LTACC JETSB; and (d) the modification of LTACC's service territory to include the corporate boundaries of Countryside ("Effective Date"). The initial term of this First Addendum shall be a five (5) year period ("Initial Term") that commences on the Effective Date. At any time during the Initial Term of this First Addendum, the Parties may negotiate and agree to an amendment to this First Addendum that provides for an extension of the Initial Term ("Extended Term") for one (1) or more years and which may also modify any of the other terms and conditions of this First Addendum.

Section 3: Withdrawal; Termination. The provisions of ARTICLE X (WITHDRAWAL, TERMINATION AND DISSOLUTION) of the LTACC IGA apply to this First Addendum and apply to Countryside's withdrawal from or termination of its membership and participation in the LTACC, and as a voting member of the LTACC Board, the LTACC Operating Board and the LTACC JETSB. In addition, the LTACC Board and Countryside may mutually agree in writing to terminate this First Addendum upon terms and conditions set forth in the termination document.

Section 4: Definitions. When used in this First Addendum, the below listed defined terms shall have the following meanings:

- A. ANI/ALI means: Automatic Number Identification/Automatic Location Identification.
- C. CAD System means: Computer Aided Dispatch System.
- D. Claim means: Any and all losses, complaints, demands for relief, damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation, litigation expenses, amounts paid in settlement, and/or any other amount for which the LTACC or its employees, LTACC agents or its Participating Agencies become legally and/or contractually obligated to pay, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation or the common law, whether in law or equity, tort, contract or otherwise, and/or whether commenced or threatened.
- E. Countryside Service Territory means: The territory within Countryside and any other territory outside of the jurisdictional boundaries of Countryside, but that Countryside is contractually obligated to deliver public safety services with its public safety employees, customers or independent customers (i.e., police department employees, fire department, ambulance service provider, and Designated Emergency Medical Service Providers), which is described and shown on the copy of the "Countryside Service Territory Map" which is attached hereto as **Exhibit "A"** and made a part hereof.
- F. Designated Emergency Medical Service Provider means: The agency, corporation or entity designated by Countryside to provide Emergency Medical Services within or outside of Countryside's Service Territory on behalf of or at the direction of Countryside, including, but not limited to, all uniformed, non-uniformed, civilian, command, volunteer, administrative and/or supervisory personnel employed by this agency, corporation or entity and any persons acting by, through, under or in concert with any of them.

G. Emergency Medical Dispatch Service means: Any emergency or non-emergency communications received by the LTACC PSAP which, in the sole judgment of the LTACC, requests or requires Emergency Medical Service by Countryside's Designated Emergency Medical Service Provider, and all subsequent LTACC PSAP communications or attempted communications designed or intended to effectuate delivery of Emergency Medical Services within Countryside's Service Territory.

H. Emergency Medical Service means: The emergency medical services personnel, ambulances, vehicles and equipment required for transport or treatment of an individual requiring medical first response life support, basic life support, limited advanced life support or advanced life support.

I. Public Safety Services means: Any emergency or non-emergency services provided by public safety employees, customers or independent customers (i.e., police department employees, fire department, ambulance service provider and Designated Emergency Medical Service Providers).

J. Services means: 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance and other emergency communications systems, including Emergency Medical Dispatch Services and Public Safety Services, that are provided by the LTACC through its LTACC PSAP to Countryside or its Designated Emergency Medical Service Provider(s).

K. Service Year means: Each year that Services are provided by the LTACC to Countryside.

L. Each of the definitions set forth in the Emergency Telephone Systems Act (50 ILCS 750/1 et seq.) and in the LTACC IGA are incorporated by reference into this First Addendum.

Section 5: Commencement of Services. Regardless of the Effective Date of this First Addendum by the Parties, the date that the LTACC PSAP actually commences providing Services to Countryside under this First Addendum shall be a mutually agreed upon date, in writing, that the LTACC PSAP is technically and operationally able to provide the Services to Countryside, and Countryside is technically and operationally able to receive the Services (the "Commencement Date") after receiving regulatory approval and authorization from the IDSP Statewide 9-1-1 Administrator to deliver such Services to Countryside.

Section 6: Scope of LTACC Services. During each Service Year and in exchange for payment of the Annual Service Fees set forth in Section 7 (Annual Service Fees; Capital Contributions; Supplemental Fees) below, the LTACC agrees to provide only the below listed Services to Countryside and these Services shall be delivered on a 24-hours-per-day, 7-days-per-week basis:

- A. Accept and promptly transmit to the appropriate person or entity or agency, or Designated Emergency Medical Service Provider(s), all emergency and non-emergency calls for public safety services, police, fire, ambulance and other emergency services, and activate sirens, alarms and other emergency signals as necessary.
- B. Serve as the 9-1-1 PSAP for Countryside, using equipment, systems and procedures which comply with applicable laws.
- C. Accept and promptly transmit to the appropriate person or entity or agency, or Designated Emergency Medical Service Provider(s), all calls to the main telephone number of Countryside's Police Department 708-352-2171 insert number], including both

emergency and non-emergency calls, according the highest priority to calls for emergency services.

- D. Monitor radio traffic on both emergency and non-emergency frequencies, and receive and transmit, as appropriate, radio calls from field units.
- E. Obtain emergency look-ups when requested by Countryside's Police Department, including warrant checks, NCIC/SCIC information, motor vehicle and driver information from the LEADS or Illinois Secretary of State, Department of Motor Vehicles, and other look-ups.
- F. Provide a centralized point for command and control during emergency situations.
- G. Maintain written operating procedures for receiving and responding to all calls and provide such procedures and any updates to Countryside.
- H. Maintain a log of all calls received and dispatched for Countryside.
- I. Provide regular reports of activities, through the LTACC Executive Director, to Countryside's Police Chief / Director of Public Safety.
- J. Operation of a Computer Aided Dispatch ("CAD") System.
- K. Provision of the services such other Services, as provided to the other Participating Agencies, in accordance with the LTACC IGA, subject to any Annual Service Fee, Supplemental Fees or cost allocation as determined by the LTACC Board.
- L. The LTACC, at its sole option, may agree to provide additional types of dispatching and communications services to Countryside, but only after the Parties negotiate, approve and execute an addendum that, at a minimum, identifies the "Additional Services," the terms of delivery and receipt of such Additional Services, and the fee payable to the LTACC for providing the Additional Services to Countryside.

Section 7: Annual Service Fees; Capital Contributions; Supplemental Fees. Countryside shall pay to the LTACC the following Annual Services Fees, Capital Contributions and Supplemental Fees: See LTACC Dispatch Services Proposal for City of Countryside Police Department dated October 2019, Section VI (Radio Network) regarding Countryside's obligation to pay certain costs to move onto the LTACC's Starcom 21 radio system (Page 6) and Subsection C (Proposed Agency Costs) and Countryside Cost Summary Chart for Service Year 1 through Service Year 5 (Pages 8 and 9). A copy of the LTACC Dispatch Services Proposal for City of Countryside Police Department dated October 2019 is attached hereto as **Exhibit "B"** and made a part hereof.

In addition, Countryside agrees to comply with all of the applicable provisions of Article IV (Finances) of the LTACC IGA that pertain to its financial obligations to pay for the delivery of Services, including but not limited to payment to the LTACC of Countryside's "non-refundable Capital and Operating Participation Fee", its allocated share of the ongoing Operating Costs of the LTACC and any additional Capital Costs needed to update the LTACC equipment and facilities to allow for the LTACC to service Countryside but not diminish the existing service level of the other Participating Agencies. Countryside agrees that, if its allocation of 9-1-1 surcharge funds and 9-1-1 grant funds do not cover all of its financial obligations under this First Addendum, then Countryside agrees to pay additional funds to

the LTACC, as provided for in this First Addendum, to fully satisfy its financial obligations to the LTACC. Countryside agrees to make timely payment of all fees, costs and financial obligations required by the First Addendum, as amended, or as determined by the LTACC Board.

Section 8: Communications Equipment and Technology.

A. **Compatibility.** Performance of the Services by LTACC shall commence no earlier than and be contingent upon the acquisition, installation, upgrade and maintenance of any equipment, computer hardware or software, radio or other technology and related facilities, including: (a) modification of all radio frequencies utilized by the LTACC for emergency response vehicles and personnel operating within Countryside's Service Territory, so that these radio frequencies will be compatible with the radio frequencies utilized by the LTACC in connection with its **public safety and emergency medical dispatching system; and (b) installation of the telephone line for (708) xxx-xxxx [number TBD]** at the LTACC PSAP. Any necessary acquisitions, installations or upgrades shall be effected promptly by Countryside after the approval of this First Addendum by the Parties, with the cooperation of LTACC, at the sole expense of Countryside.

B. **Ownership and Control.** All equipment, technology infrastructure and other personal property provided by or used by each Party to deliver or receive its portions of the Services under this First Addendum (the "Equipment") shall remain owned and insured by each respective Party. Each Party is responsible for the procurement, installation, repair, maintenance, replacement and upgrades to its own Equipment, unless otherwise provided for in an addendum to this First Addendum that is mutually approved by the Parties. This First Addendum in no way affects the ownership or control of any communications equipment or related technology, including but not limited to phones, servers, computers, laptops, radio transmitters and radios that are owned by each of the Parties. Any alteration or servicing of any communications equipment or related technology used in connection with the Services to be delivered under this First Addendum shall remain in the exclusive control of the Party owning the communications equipment or related technology.

C. **LTACC Communications Equipment and Technology.** The LTACC communications equipment shall be the standard that Countryside must meet in order to receive the Services. The LTACC is not obligated to acquire new equipment or technology or upgrade any of its current equipment or technology to serve Countryside unless the new equipment or technology or upgrade any of its current equipment or technology is being acquired for all of the Participating Agencies.

D. **Countryside Communications Equipment and Technology.** Countryside, at its own cost, shall be responsible for the acquisition, installation, upgrade and maintenance of any equipment, computer hardware or software, or other technology which is needed to receive and/or send communications between the LTACC PSAP or is unique to Countryside and not a benefit to the LTACC or the LTACC PSAP as a whole. If necessary, and only for the term of this First Addendum, Countryside will be granted a temporary license to access the LTACC PSAP to install, leave in place and maintain its equipment (communications equipment) within the LTACC PSAP, provided it does not damage or interfere with the operations of the LTACC PSAP, and further provided that it removes such equipment upon termination of this First Addendum. Examples of such unique equipment include, but are not limited to, squad cars, ambulance and fire equipment radios, and wireless phones and pagers.

E. **Acquisition or Upgrade to LTACC Communications Equipment and Technology.** If the LTACC, in its sole discretion, acquires, alters, replaces or upgrades any of its communications equipment

or technology that are used to deliver the Services to Countryside and its other members and customers, then Countryside, at its cost, shall be required to make similar acquisitions, alterations, replacements, or upgrade its current communications equipment or technology if such changes are necessary to continue to receive the Services. If the LTACC is required to acquire new communications equipment or technology or to upgrade its current communications equipment or technology in order to deliver the Services to Countryside, Countryside agrees to pay for such costs. If the equipment or technology acquisition or upgrade benefits other members or customers of the LTACC, then the Parties agree to negotiate in good faith a written fee addendum that obligates Countryside to pay a prorated share of the costs that would be incurred by the LTACC for the equipment or technology acquisition or upgrade that accounts for the depreciation and existing useful life of any equipment or technology that is retired, or replaced or upgraded early due to Countryside. If the Parties cannot reach any agreement on the prorated cost sharing, then this First Addendum may be terminated by either Party or the Services will be delivered under this First Addendum without such equipment or technology acquisition or upgrade. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by Countryside or the LTACC shall be resolved under Section 10.3 (Dispute Resolution; Negotiation) of the LTACC IGA.

F. Cost Sharing of New Communications Equipment and Technology. If it is determined at a later date that it is necessary to provide other communications equipment or procedures so as to be able to accomplish the purpose of this First Addendum, the Parties may agree to enter into an addendum to this First Addendum that identifies the cost obligations of each Party for such additional equipment. To the extent that the Parties desire to share costs of any equipment upgrades or technology infrastructure improvements associated with the delivery of the Services under this First Addendum, the Parties may decide to enter into an addendum to this First Addendum that specifically governs the cost sharing arrangement.

G. Radio Equipment and Transmissions.

a. LTACC. The LTACC, in its sole discretion, shall operate a radio frequency transmission system ("RFTS"), including a police department-related RFTS and a fire department-related RFTS, as necessary to deliver the Services to Countryside, its other customers and to comply with its obligations under any related intergovernmental agreements such as a backup PSAP agreement. The LTACC shall obtain and comply with all applicable Federal Communications Commission ("FCC"), State, LTACC and local radio license, equipment and operational laws and regulations.

b. Countryside. Countryside, at its own cost, is required to obtain, maintain and upgrade, as needed, its own radio infrastructure and radio signals to be delivered to the LTACC PSAP or the LTACC Backup PSAP and to receive such radio signals from the LTACC PSAP or the LTACC Backup PSAP in a manner that is compatible with the capabilities of the RFTS, operated by the LTACC PSAP and the LTACC Backup PSAP.

Section 9: Obligations of LTACC.

A. LTACC Dispatch Services Proposal. LTACC agrees to perform all of its obligations as set forth in the LTACC Dispatch Services Proposal for City of Countryside Police Department dated October 2019 is attached hereto as **Exhibit "B"** and made a part hereof.

B. Standards of Performance. LTACC agrees to maintain personnel, communications equipment and technology, systems, procedures and capabilities as required by applicable law and as

otherwise reasonably required to perform the Services in a prompt, efficient and professional manner consistent with applicable regulatory standards within the Chicago metropolitan area.

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

D. **Registration and Certification.** The LTACC shall communicate with and prepare and file all required documents with the IDSP Statewide 9-1-1 Administrator and such other local, LTACC, state and federal regulatory agencies to obtain and then maintain and update the LTACC's regulatory registrations, certifications, licenses and approvals.

E. **No Additional Assistance.** Except for the Services expressly contracted for herein, the LTACC and/or any LTACC agent shall not be obligated to provide or assist Countryside or any Designated Emergency Medical Service Provider with any Emergency Medical Services or any other direct, indirect, backup, or supplemental support or emergency medical-related service or protection, of any kind or nature, or be obligated to send any LTACC agent to respond, in any way, to any call for Emergency Medical Services.

F. **No Modification to LTACC Policies.** This First Addendum does not, and is not intended to, obligate or require the LTACC to change, alter, modify or develop any different LTACC dispatch-related procedures, policies and/or standards; purchase or use any special or additional equipment; or, alternatively, prohibit the LTACC from implementing any future communication-related changes that LTACC, in its sole judgment and discretion, believes to be in its best interests.

Section 10: Obligations of Countryside.

A. **LTACC Dispatch Services Proposal.** Countryside agrees to perform all of its obligations as set forth in the LTACC Dispatch Services Proposal for City of Countryside Police Department dated October 2019 is attached hereto as **Exhibit "B"** and made a part hereof.

B. **No Warranties.** Countryside agrees that this First Addendum does not, and is not intended to, include any LTACC warranties, promises or guaranties, of any kind or nature whatsoever, concerning the provision of the Services, except that the LTACC will make a reasonable effort to provide the Services consistent with existing LTACC communications and dispatching policies, procedures, orders and standards.

C. **Selection of Designated Emergency Medical Service Provider.** Under all circumstances, Countryside shall remain solely and exclusively responsible for all costs and/or liabilities associated with screening, choosing and contracting with a Designated Emergency Medical Service Provider for the provision of Emergency Medical Service as requested by or for the benefit of Countryside or within Countryside's Service Territory.

D. **Responsibility for Countryside Equipment.** Countryside shall be solely and exclusively responsible, during the Initial Term of this First Addendum and any Extended Term, for guaranteeing that: (a) all Designated Emergency Medical Service Provider communications equipment will be properly set, adjusted and maintained to receive any Emergency Medical Dispatch Service from the LTACC and/or the LTACC agent and will comply with all current and future applicable LTACC dispatching procedures, policies, standards, technical specifications, and/or any applicable state or federal communication requirements, including, but not limited to, all Federal Communications Commission orders, regulations and policies; (b) the Designated Emergency Medical Service Provider will be adequately trained and will comply with all current and future applicable LTACC dispatching procedures, policies, standards, technical specifications and/or any applicable state or federal communication requirements, including, but not limited to, all Federal Communications Commission orders, regulations and policies; and (c) Countryside shall, at all times, promptly and properly notify the designated LTACC agent of any availability or unavailability of the Designated Emergency Service Provider to receive Emergency Medical Dispatch Service from the LTACC.

E. **Responsibility for Designated Emergency Service Provider Equipment.** Countryside shall be solely and exclusively responsible for all costs, expenses and liabilities associated with the purchase, lease, operation and/or use of any Designated Emergency Service Provider communications equipment. The LTACC shall not be obligated to provide the Designated Emergency Service Provider with any radio or other communications equipment of any kind. Similarly, Countryside shall not be obligated, under the terms of this First Addendum, to supply or provide the LTACC with any additional telephones, telephone lines, radios, other communications equipment or property.

F. **No Control of LTACC Employees or Agents.** Neither Countryside nor any Designated Emergency Service Provider shall provide, furnish or assign any LTACC employee or agent with any job instructions, job descriptions, job specifications or job duties, or, in any manner, attempt to control, supervise, train or direct any LTACC employee or agent in the performance of any LTACC duty or obligation under the terms of this First Addendum.

G. **LTACC Board.** Countryside agrees to comply with all of the applicable provisions of Article III (Powers of the Board of Directors) and Section 7.4. (Resignation and Removal for Non-Attendance or Non-Cooperation) of the LTACC IGA that pertain to its voting role on the LTACC Board.

H. **Operating Board and LTACC JETSB.** Countryside agrees to comply with all of the applicable provisions of Article V (Operating Board and LTACC JETSB) and Section 7.4. (Resignation and Removal for Non-Attendance or Non-Cooperation) of the LTACC IGA that pertain to its voting role on the LTACC Operating Board and the LTACC JETSB.

I. **LTACC IGA.** Countryside agrees to deliver to the LTACC of a certified copy of a duly enacted resolution in proper form authorizing and directing execution of the First Addendum, and further agrees to be bound by and comply with the terms and conditions of this First Addendum and the LTACC IGA and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the LTACC.

J. **Joint Petition.** Countryside agrees to cooperate in the preparation and filing by Countryside and the LTACC JETSB, with the assistance of the LTACC Executive Director, of a joint petition with the Illinois Department of State Police 9-1-1 Advisory Board ("IDSP 9-1-1 Advisory Board") for approval by the IDSP Statewide 9-1-1 Administrator of Countryside's withdrawal from the SWCD and

its related Southwest Central ETSB and its acceptance as a new member of the LTACC and the LTACC JETSB, including the transfer of its allocation of 9-1-1 surcharge fees to the LTACC JETSB, and the modification of LTACC's service territory to include the corporate boundaries of Countryside.

Section 11: Mutual Obligations.

A. The LTACC may, at its sole discretion and expense, but is not obligated to, inspect any Countryside communications equipment or Designated Emergency Service Provider communications equipment to ensure that it conforms to applicable LTACC dispatching procedures, policies, standards, technical specifications, and/or state and federal law. If the inspection reveals a lack of conformance, the LTACC shall notify Countryside in writing of the specific violations. Countryside shall address and correct such violations, at its own expense, within thirty (30) calendar days of receiving the written notice or present a written plan to LTACC within fifteen (15) calendar days setting forth a procedure for correcting the violations. If Countryside fails to address and/or correct such violations within the time period set forth in this paragraph, the LTACC may terminate and/or cancel this First Addendum.

B. **Independent Status.** The Services to be provided under this First Addendum are considered services to the general public and this First Addendum shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the Parties. The Parties shall remain independent public agencies with respect to all services performed under this First Addendum. Each Party agrees that the performance of Services under this First Addendum is considered mutual aid services, and its respective employees shall not be entitled to any compensation, employment rights or employee benefits of any kind whatsoever from the other Party to this First Addendum, including, but not limited to, pension rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation or severance pay.

C. **Independent Contracting Agencies.** Neither the LTACC nor any LTACC agent, by virtue of this First Addendum or otherwise, shall be considered employees of Countryside or Countryside's Designated Emergency Service Provider. The LTACC and/or any LTACC agents' legal status and relationship to Countryside shall be that of independent contracting agencies. No Countryside employee, Countryside agent or Countryside Designated Emergency Service Provider employee shall, by virtue of this First Addendum or otherwise, be considered an employee, agent, or working under the supervision and control of the LTACC and/or any LTACC agent.

D. **Responsible for Own Employees.** Countryside and the LTACC shall each remain the sole and exclusive employer of each of their respective employees. Countryside and LTACC each agree to remain solely and exclusively responsible for the payment of each of their respective employees' wages, compensation, overtime wages, expenses, fringe benefits, pensions, retirement benefits, training expenses, or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, employment taxes, or any other statutory or contractual right or benefit based, in any way, upon employment. This First Addendum does not, and is not intended to, create, change, modify, supplement, supersede, or otherwise affect or control, in any manner, any term or condition of employment of any LTACC agent, or any applicable LTACC employment and/or union contract, any level or amount of supervision, any standard of performance, any sequence or manner of performance, and/or any LTACC rule, regulation, training and education standard, hours of work, shift assignment, order, policies, procedure, directive, ethical guideline, etc., which shall solely and exclusively govern and

control the employment relationship between the LTACC and/or all conduct and actions of any LTACC agent.

E. **Governance; Direction.** The LTACC shall govern or direct the LTACC PSAP operations and personnel and maintenance and staffing of the LTACC PSAP, and the delivery of the Services under this First Addendum. Countryside shall govern or direct its public safety operations and personnel and maintenance and staffing of its communications systems in order to receive the Services under this First Addendum. Neither Party shall govern or direct the other Party's personnel, operations, equipment or technology.

F. **Records.** Each Party agrees to maintain records in regard to this First Addendum and the Services performed hereunder in accordance with applicable laws (including the Freedom of Information Act, 5 ILCS 140/1 et seq. and the Local Records Act, 50 ILCS 205/1 et seq.), and shall permit the other Party to inspect and audit all such records..

Section 12: Compliance With Laws.

A. **Licenses and Approvals.** The Parties shall give all notices, pay all fees and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services.

B. **Compliance with Laws.** The Parties shall comply with any and all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Services, now in effect, or which may become in effect during the performance of the Services. The scope of the laws, regulations and rules referred to in this paragraph includes, but is in no way limited to, the Occupational Safety and Health Act (OSHA) standards, the Illinois Human Rights Act, the Illinois Equal Pay Act of 2003, the Occupational Safety and Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, the Substance Abuse Prevention on Public Works Projects Act, Prevailing Wage Laws, the Smoke Free Illinois Act, the USA Security Act, the Federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission and the EEOC. Each Party shall be operated in conformance with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 Ill. Admin. Code, § 725 and §1325.415)).

C. Contract Representations.

a. **No Collusion.** Countryside represents and certifies that Countryside is not barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the LTACC or any of its Participating Agencies, unless Countryside is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS

5/33E-1 et seq. Countryside represents that the only persons, firms or corporations interested in this First Addendum as principals are those disclosed to the LTACC prior to the execution of this First Addendum, and that this First Addendum is made without collusion with any other person, firm or corporation. If at any time it shall be found that Countryside has, in procuring this First Addendum, colluded with any other person, firm or corporation, then Countryside shall be liable to the LTACC for any loss or damage that the LTACC may suffer, and this First Addendum shall, at the LTACC's option, be null and void.

b. **Conflict of Interest.** Countryside represents and certifies that, to the best of its knowledge: (1) no Countryside employee or agent is interested in the business of Countryside or this First Addendum; (2) as of the Effective Date of this First Addendum, neither Countryside nor any person employed or associated with Countryside has any interest that would conflict in any manner or degree with the performance of the obligations under this First Addendum; and (3) neither Countryside nor any person employed by or associated with Countryside shall, at any time during the Initial Term of this First Addendum, obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this First Addendum.

D. **Equal Opportunity Employer.** Each Party shall maintain a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. The Parties certify that they are an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agree to comply with the Illinois Department of Human Rights (IDHR) Equal Opportunity Clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by State law and IDHR Regulation, the Equal Opportunity clause is incorporated by reference as though fully set forth herein.

E. **Illinois Freedom Of Information Act.** The definition of a "public record" in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act" (5 ILCS 140/7(2)). Consequently, each Party shall maintain and make available to the other Party, upon request, its public records relating to the performance of this First Addendum in compliance with the requirements of the Local Records Act (50 ILCS 205/1, et seq.) and FOIA.

Section 13: Indemnification. In compliance with Article XIII (Indemnification) of the LTACC IGA, Countryside agrees as follows:

Indemnification – City of Countryside. To the fullest extent permitted by law, Countryside agrees to defend, indemnify and hold each of the other Participating Agencies and their respective appointed and elected officials, employees, volunteers, contractors and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Countryside, its respective appointed and elected officials, employees, volunteers, contractors and agents, in the performance of or with relation to any of the work or services to be performed or furnished by or on behalf of Countryside under this First Addendum, except to the extent caused by the sole negligence of one or more of the other Participating Agencies.

Section 14: Dispute Resolution. Any disputes that may arise under this First Addendum shall be handled pursuant to Section 10.3 (Dispute Resolution; Negotiation) of the LTACC IGA.

Section 15: General Provisions.

- A. **Incorporation LTACC IGA.** The Parties agree that all capitalized words used in the LTACC IGA shall have the same meaning when capitalized in this First Addendum, unless otherwise defined in this First Addendum. The LTACC IGA and its Exhibits are incorporated herein by reference as if set forth in full and are material provisions hereof. Each of the subsections of ARTICLE XVI (Miscellaneous) Are Apply To
- B. **Full Force and Effect/Conflict.** In all respects, except as specifically amended by this First Addendum, the LTACC IGA and its Exhibits (if any) remain in full force and effect. In the event of any conflict between the LTACC IGA and its Exhibits (if any) and this First Addendum and its Exhibits (if any), this First Addendum and its Exhibits shall control. The Parties agree that, for purposes of interpretation of the LTACC IGA and its Exhibits (if any), all terms and provisions of the LTACC IGA and its Exhibits (if any) not otherwise modified by this First Addendum shall be automatically modified to account for and implement the amendments set forth in this First Addendum without further action by the Parties.
- C. **Authority.** Each Party represents to the other Parties that execution and delivery of this First Addendum has been authorized by the corporate authority of each such Party, and that each signatory who executes this First Addendum has all of the necessary power and authority to execute this First Addendum and bind the Parties.
- D. **Counterparts.** This First Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts taken together shall constitute one and the same instrument. Counterparts exchanged by facsimile or email transmission shall be valid as original counterparts.
- E. **Integration; Entire Agreement.** This First Addendum represents the final and complete agreement of the Parties with respect to its subject matter. All prior communications, representations, negotiations, promises and agreements, both oral and written, are deemed merged into this First Addendum, and are of no force or effect.
- F. **Severability.** The terms, conditions and provisions of this First Addendum shall be severable, and if any term, condition or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions and provisions shall remain in full force and effect.
- G. **Amendment; Modification.** This First Addendum may be modified or amended only by mutual written consent of the Parties hereto.
- H. **Assignment.** This First Addendum shall not be assigned by any Party without the express written consent of the other Parties to this First Addendum.
- I. **Notice of Claim, Loss or Lawsuit.** In the event that a Party receives notice of any claim, loss, demand, lawsuit or other litigation that in any way relates to matters covered by this First Addendum, the receiving Party shall promptly notify the other Parties and deliver a copy of the claim, loss, demand, lawsuit or other litigation to the other Parties.
- J. **Venue and Applicable Law.** This First Addendum, and all matters or issues relating to the interpretation, validity, performance and enforcement of it, shall be governed by the laws of the State of Illinois. For the purpose of any litigation or proceeding filed relative to this First Addendum and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois located at the Richard J. Daley Center, Chicago, Illinois, or the United States District Court, Eastern Division for the Northern District of Illinois. The Parties consent and agree to submit to the jurisdiction of such court for the purpose of any such litigation or proceeding.

- K. **Exhibits.** The following Exhibits are attached and made a part hereof:
- a. Exhibit "A" - Countryside Service Territory Map (attached).
 - b. Exhibit "B" - LTACC Dispatch Services Proposal for City of Countryside Police Department dated October 2019 (attached).
- L. **Notice.** Notice or other writings that are required under this First Addendum shall be in writing and shall be sent to the person(s) and addresses set forth below (or as otherwise directed in writing by the Parties) in accordance with Section 16.7 (Notice) of the LTACC IGA:

If to LTACC: Lyons Township Area Communications Center
Attn: Executive Director
West Burlington Avenue
La Grange, Illinois 60525

If to City: City of Countryside
Attn: City Manager
803 Joliet Road
Countryside, Illinois 60525

IN WITNESS WHEREOF, this First Addendum has been executed on behalf of the Parties through their authorized representatives, after all duly required corporate action has been taken, as set forth below on the signature pages.

SIGNATURE PAGES TO FOLLOW

**SIGNATURE PAGE FOR
CITY OF COUNTRYSIDE**

IN WITNESS WHEREOF, the below authorized officials of the City of Countryside have signed this First Addendum pursuant to legal authorization granted under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and in accordance with the corporate approval granted by passage of a Resolution by the Corporate Authorities of the City of Countryside.

CITY OF COUNTRYSIDE



Name: Sean McDermott
Mayor, City of Countryside

Date: 4/22/ 2020.

ATTEST:



Name: Elizabeth Kmet
City Clerk, City of Countryside

Date: 4/22/ ~~20~~ 2020.

**SIGNATURE PAGE FOR
LYONS TOWNSHIP AREA COMMUNICATIONS CENTER
BOARD OF DIRECTORS**

IN WITNESS WHEREOF, the below authorized officials of the Lyons Township Area Communications Center (LTACC) Board of Directors, County of Cook, have signed this First Addendum pursuant to legal authorization granted under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), and the corporate approval granted by passage of a Resolution by the Corporate Authorities of the LTACC Joint Emergency Telephone System Board, County of Cook, Illinois.

**LYONS TOWNSHIP AREA COMMUNICATIONS CENTER
JOINT EMERGENCY TELEPHONE SYSTEM BOARD**



Name: KURT BLUDER

Chair

Lyons Township Area Communications Center
Joint Emergency Telephone System Board

Date: 4/21, 2020.



Name: ANDRIANNA PETERSON

Chair

Lyons Township Area Communications Center
Board of Directors

Date: 4/21, 2020.

ATTEST:



Name: Michael O'Connor

Secretary

Lyons Township Area Communications Center
Board of Directors
County of Cook, Illinois

Date: 4/21, 2020.

Exhibit "A"

Countryside Service Territory Map

(attached)

Exhibit "B"

LTACC Dispatch Services Proposal for
City of Countryside Police Department dated October 2019

(attached)

**LYONS TOWNSHIP AREA COMMUNICATIONS CENTER
JOINT EMERGENCY TELEPHONE SYSTEM BOARD**

RESOLUTION NO. 2020 - 2

**RESOLUTION AUTHORIZING AND APPROVING PREPARATION AND FILING OF JOINT PETITION
WITH ILLINOIS DEPARTMENT OF STATE POLICE FOR STATE AUTHORIZATION TO ADD
THE CITY OF COUNTRYSIDE AS A PARTICIPATING AGENCY
IN THE LYONS TOWNSHIP AREA COMMUNICATIONS CENTER 9-1-1 SYSTEM**

WHEREAS, the Lyons Township Area Communications Center ("LTACC") is a public agency, established in calendar year 2015 by an intergovernmental agreement (the "LTACC IGA"), that operates a combined dispatch center and a public safety answering point to provide an emergency services dispatch and communication system (the "System") that delivers 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance, public safety and other emergency communications systems (the "Services") to its participating members. The LTACC IGA also provided for the formation and operation of a joint emergency telephone system board ("LTACC JETSB"). The Village of La Grange, an Illinois municipal corporation ("La Grange"), the Village of La Grange Park, an Illinois municipal corporation ("La Grange Park"), and the Village of Western Springs, an Illinois municipal corporation ("Western Springs") are collectively referred to as the "Charter Members" or "Participating Agencies"; and

WHEREAS, the LTACC is located at 304 West Burlington Avenue, La Grange, Illinois 60525 and delivers 9-1-1 dispatch services and emergency communications services for law enforcement, fire, ambulance, public safety and other emergency communications systems (the "Services") for its Charter Members throughout its service territory, which consists of the corporate boundaries of the Participating Agencies; and

WHEREAS, Sections 15.3 and 15.3(a) of the Act (50 ILCS 750/15.3 and 15.3(a)) authorize a municipality to impose 9-1-1 surcharges on billed subscribers of network connections provided by telecommunications carriers at a rate per network connection in order to implement and maintain a 9-1-1 Emergency Telephone System. The 9-1-1 surcharge funds are collected by the State of Illinois and is re-distributed to local emergency telephone system boards and joint emergency telephone system boards in accordance with the applicable provisions of the Act and under the authority and jurisdiction of the Illinois Department of State Police ("IDSP"), its Statewide 9-1-1 Advisory Board ("IDSP 9-1-1 Advisory Board") and the Statewide 9-1-1 Administrator of the IDSP; and

WHEREAS, the LTACC JETSB has the authority to plan, implement and operate the System, deliver the Services and receive 9-1-1 surcharge funds imposed by the Participating Agencies; and

WHEREAS, pursuant to Section 15.4(a)(2) of the Act (50 ILCS 15.4(a)(2)), the City of Countryside ("Countryside") has requested to join the LTACC and its System and further to join the LTACC JETSB for purposes of receiving Services from the LTACC and to have its 9-1-1 surcharge funds transferred to the LTACC JETSB to defray the cost of its participation in LTACC and its System. Since Countryside receives its fire protection services from the Pleasantview Fire Protection District, Countryside only seeks to receive Services relative to police protection services and public works matters within its service territory. Countryside is currently a member of the Southwest Central ETSB and receives 9-1-1 communications and other related services from the Southwest Central Dispatch ("SWCD"); and

WHEREAS, pursuant to Section 9.1 (Approval of New Members) of the LTACC IGA, the LTACC Board has agreed to accept Countryside as a new Participating Agency in the LTACC, in the LTACC system and as a voting member of the LTACC Board, the LTACC Operating Board and the LTACC Joint Emergency Telephone System Board ("LTACC JETSB"), subject to certain conditions, including:

- A. Countryside's compliance with the First Addendum to the LTACC IGA, which contains the terms and conditions of membership as agreed to by the LTACC Board and Countryside.
- B. Countryside and the LTACC JETSB filing of a joint petition with the IDSP 9-1-1 Advisory Board requesting approval by the IDSP Statewide 9-1-1 Administrator of:
 - a. Countryside's withdrawal from the SWCD and its related Southwest Central ETSB; and
 - b. Countryside joining as a new member of the LTACC, a participant in the LTACC System and a new member of the LTACC JETSB, including the transfer of its allocation of 9-1-1 surcharge fees to the LTACC JETSB; and
 - c. Modification of LTACC's service territory to include the corporate boundaries of Countryside ("Joint Petition"); and
- C. Approval by the IDSP Statewide 9-1-1 Administrator of all relief sought in the Joint Petition filed by Countryside and the LTACC JETSB; and

WHEREAS, the LTACC JETSB finds it is in the best interests of the LTACC and the LTACC System to take all necessary actions to prepare and file the Joint Petition with the IDSP 9-1-1 Advisory Board to secure State approval from the IDSP Statewide 9-1-1 Administrator of the relief sought in the Joint Petition filed by Countryside and the LTACC JETSB.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF THE LYONS TOWNSHIP AREA COMMUNICATIONS CENTER JOINT EMERGENCY TELEPHONE SYSTEM BOARD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The foregoing recitals are incorporated and fully set forth as findings of the LTACC Joint Emergency Telephone System Board.

SECTION 2: The LTACC Joint Emergency Telephone System Board ("LTACC JETSB") authorizes and approves:

- A. Countryside and the LTACC JETSB, with the assistance of the LTACC Executive Director, to prepare and file the Joint Petition with the IDSP 9-1-1 Advisory Board for IDSP Statewide 9-1-1 Administrator approval of:
 - a. Countryside's withdrawal from the SWCD and its related Southwest Central ETSB; and
 - b. Countryside's joinder as a new member of the LTACC, a participant in the LTACC System and a new member of the LTACC JETSB, including the transfer of its allocation of 9-1-1 surcharge fees to the LTACC JETSB; and
 - c. Modification of LTACC's service territory to include the corporate boundaries of Countryside.
- B. Countryside's participation in the LTACC 9-1-1 System to commence upon the approval of the IDSP Statewide 9-1-1 Administrator.
- C. Upon such IDSP Statewide 9-1-1 Administrator approval, Countryside and the LTACC Executive Director, or his/her designee, shall send written notice to all telecommunications carriers to impose the applicable surcharge rate for such Services as established by the State of Illinois upon all customers located within the City of Countryside.
- D. Countryside's participation on the LTACC JETSB in accordance with the First Addendum to the LTACC IGA.

SECTION 3: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this 9th day of April, 2020.

AYES: BLUDER VAVRA CONTOIS MAGGOS BUDDS KENNY

NAYS: NONE

ABSENT: NONE

APPROVED this 9th day of April, 2020.



Kurt Bluder, Chairman

ATTEST:



Michael O'Connor, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

SECRETARY'S CERTIFICATE

I, Michael O'Connor, the duly appointed and qualified Secretary of the Lyons Township Area Communications Center ("LTACC") Joint Emergency Telephone System Board ("LTACC JETSB"), in the County of Cook and State of Illinois, certify that the forgoing document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 20_- 2

RESOLUTION APPROVING AND AUTHORIZING PREPARATION AND FILING OF JOINT PETITION
WITH ILLINOIS DEPARTMENT OF STATE POLICE FOR STATE AUTHORIZATION TO ADD
THE CITY OF COUNTRYSIDE AS A PARTICIPATING AGENCY IN THE
LYONS TOWNSHIP AREA COMMUNICATIONS CENTER 9-1-1 SYSTEM

which Resolution was passed by the LTACC JETSB at a Regular Meeting on the 9TH day of APRIL, 2020,
at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the LTACC JETSB was taken by Ayes and Nays and recorded in the minutes of LTACC JETSB, and that the result of said vote was as follows, to-wit:

AYES: BWUDER VANRA CONTOIS MAGGOS BUDDS KENNY

NAYS: NONE

ABSENT: NONE

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the LTACC JETSB,
this 9TH day of APRIL, 2020.



Michael O'Connor, Secretary

**THE CITY OF COUNTRYSIDE
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 19-37-O**

**AN ORDINANCE AUTHORIZING THE CITY OF COUNTRYSIDE, COOK COUNTY,
ILLINOIS TO APPROVE AND ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEM
BOARD BY AND BETWEEN THE VILLAGES OF LA GRANGE, LA GRANGE PARK,
WESTERN SPRINGS, AND THE CITY OF COUNTRYSIDE**

SEAN MCDERMOTT, Mayor

ELIZABETH KMET, Clerk

City Council Members

**MARK BENSON
JOHN FINN,
JAMES JASINSKI,
THOMAS MIKOLYZK,
SCOTT MUSILLAMI,
JOHN VON DRASEK**

Published in pamphlet form by authority of the Mayor and City Council of the City of Countryside on 12-11, 2019
Tressler LLP – City Attorneys – 550 East Boughton Road, Suite 250, Bolingbrook, IL 60440

CITY OF COUNTRYSIDE

ORDINANCE 19-37-O

AN ORDINANCE AUTHORIZING THE CITY OF COUNTRYSIDE, COOK COUNTY, ILLINOIS TO APPROVE AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT JOINING A JOINT EMERGENCY TELEPHONE SYSTEM BOARD BY AND BETWEEN THE VILLAGES OF LA GRANGE, LA GRANGE PARK, WESTERN SPRINGS, AND THE CITY OF COUNTRYSIDE

WHEREAS, the City of Countryside (the "City") is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Article X, Section 7 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provide for and authorize units of local government to jointly exercise powers common to each unit of local government; and

WHEREAS, the City believes it to be in the best interests of its residents to join a Joint Emergency Telephone System Board ("JETSBB") to operate a joint 9-1-1 emergency telephone system in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; and

WHEREAS, it is the desire of the Mayor and City Council of the City of Countryside (the "Corporate Authorities") to enter into an intergovernmental agreement by and between the Villages of La Grange, La Grange Park, Western Springs, and the City Of Countryside joining the Lyons Township Area Communications Center JETSBB to oversee operation of a 9-1-1 emergency telephone system, as set forth in the IGA attached hereto.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COUNTRYSIDE, ILLINOIS:

SECTION 1: The recitals set forth above are incorporated herein.

SECTION 2: The intergovernmental agreement joining the Lyons Township Area Communications Center JETSBB (the "Intergovernmental Agreement"), a copy of which is attached

hereto and made a part hereof as **Exhibit A**, is hereby approved.

SECTION 3: The City of Countryside is hereby authorized to participate in become a member of the Lyons Township Area Communications Center JETSB.

SECTION 4: The Mayor and Clerk are hereby authorized and directed to execute, on behalf of the City of Countryside, the Intergovernmental Agreement, as aforesaid, and all acts of the Mayor and/or Clerk taken with reference to signing such an agreement are hereby ratified and confirmed.

SECTION 5: That if any part or parts of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining parts of this Ordinance. The City Council declare hereby that they would have passed the remaining parts of this Ordinance, if they had known that such part or parts thereof would be declared unconstitutional.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form.

AYES: 5

NAYS: 0

ABSENT: 1

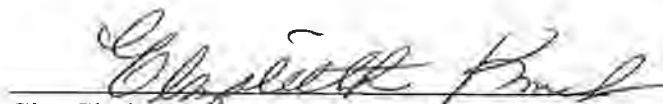
ADOPTED this 11th day of December, 2019.

APPROVED by me the same date as adopted.



Mayor

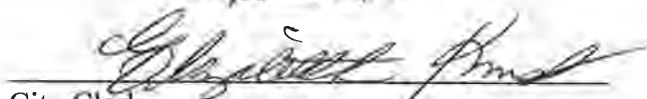
ATTEST:



City Clerk

(SEAL)

Published in pamphlet form by order of the
City Council this 11th day of December, 2019.



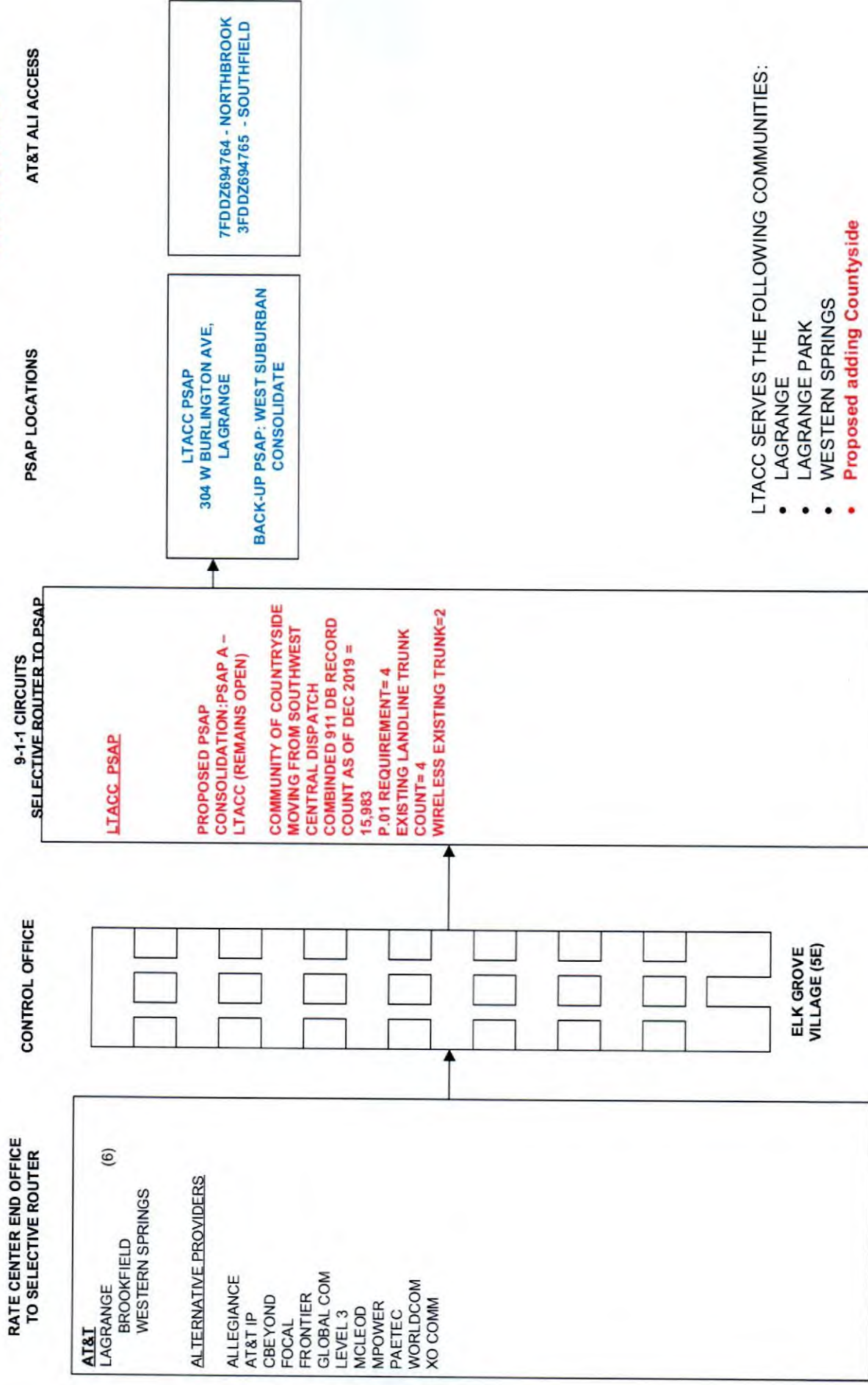
City Clerk

EXHIBIT A



LTACC
(LYONS TOWNSHIP AREA COMM. CENTER)

PROPOSED ADDING COUNTRYSIDE



CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority, and the (Public Safety Agency)

City of Countryside, Police Department, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

(9-1-1 System Name) Lyons Township Area Comm. Center/JETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Starcom21 LTACC talkgroup PDDSP-1 (State Specific Procedures if radio frequency-identity number, if talk group-identity name, if telephone-identity telephone number)

Secondary: Starcom 21 LTACC talkgroup PDDSP-2 (State Specific Procedures if radio frequency-identity frequency number, if talk group-identity name, if telephone-identity number)

AID OUTSIDE JURISDICTION BOUNDARIES

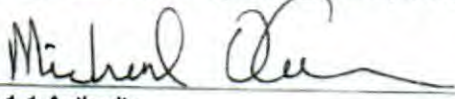
Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

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

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

It shall be the responsibility of your agency to maintain the report of 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.


9-1-1 Authority

By Michael O'Connor

Title Executive Director

Countryside Police Dept.
Public Safety Agency

By 

Title CHIEF OF POLICE



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

Martin Bennett, Executive Director
Cook County Sheriff's 911 Center
9511 W. Harrison
Des Plaines IL 60016

Dear Executive Director Bennett,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

Should the LTACC PSAP receive a call for emergency services in your jurisdiction, the call shall be dispatched in the following manner:

- Primary – via telephone transfer to your Agency's 9-1-1 routing number as identified by AT&T and the State 9-1-1 Administrator's directory
- Secondary – Direct dispatch via common radio frequencies: for Police, the point-to-point radio channel or other shared interop channels; for Fire/EMS the IFERN radio channel or other shared interop channels

There is no need to respond to this letter unless you wish to further modify the original Agreement. LTACC will provide a written follow-up upon approval of its petition and a confirmed cutover date being established.

If you have any questions or concerns regarding this matter, please feel free to contact me at (708) 215-3585.

Sincerely,

Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

9-1-1 Coordinator
Metra Police Department
547 W. Jackson Blvd.
Chicago IL 60661

To Whom it May Concern:

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

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If you have any questions or concerns regarding this matter, please feel free to contact me at (708) 215-3585.

Sincerely,

Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

Jason Rodgers, Executive Director
West Central Consolidated Communications Center
2359 N. Des Plaines Ave.
North Riverside IL 60546

Dear Executive Director Rodgers:

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

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There is no need to respond to this letter unless you wish to further modify the original Agreement. LTACC will provide a written follow-up upon approval of its petition and a confirmed cutover date being established.

If you have any questions or concerns regarding this matter, please feel free to contact me at (708) 215-3585.

Sincerely,

Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

William Shanley, Executive Director
Southwest Central Dispatch
7611 W. College Dr.
Palos Heights IL 60463

Dear Executive Director Shanley,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

Should the LTACC PSAP receive a call for emergency services in your jurisdiction, the call shall be dispatched in the following manner:

- Primary – via telephone transfer to your Agency's 9-1-1 routing number as identified by AT&T and the State 9-1-1 Administrator's directory
- Secondary – Direct dispatch via common radio frequencies: for Police, the point-to-point radio channel or other shared interop channels; for Fire/EMS the IFERN radio channel or other shared interop channels

There is no need to respond to this letter unless you wish to further modify the original Agreement. LTACC will provide a written follow-up upon approval of its petition and a confirmed cutover date being established.

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Sincerely,

Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

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April 20, 2020

Donald Nielsen, Executive Director
Proviso-Leyden Joint 911 Authority
2600 N. Mannheim Rd.
Franklin Park IL 60131

Dear Executive Director Nielsen,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

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Sincerely,

Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

Linda Zerwin, Executive Director
Du Page County ETSB
421 N. County Farm Rd.
Wheaton IL 60187

Dear Executive Director Zerwin,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

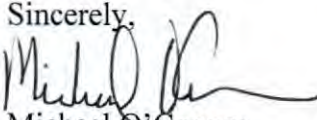
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Sincerely,


Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

Paul Kurtzner, Executive Director
Broadview 911/ETSB
2350 S. 25th Ave.
Broadview IL 60155

Dear Executive Director Kurtzner,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

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Sincerely,

Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

Ms. Mary Kyes
Illinois State Police
801 S. Seventh Ave. Suite 300-A
Springfield IL 62703-2487

Dear Ms. Kyes,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

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Sincerely,

Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

Craig Lundt, Communication Manager
Illinois State Police – District 15
2700 Ogden Ave.
Downers Grove IL 60515

Dear Manager Lundt,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

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Sincerely,

Michael O'Connor
Executive Director



LYONS TOWNSHIP AREA COMMUNICATIONS CENTER

Proudly Serving LaGrange, LaGrange Park and Western Springs

April 20, 2020

Diana Tousignant, Executive Director
Oak Lawn Regional Emergency Communications
9446 S. Raymond
Oak Lawn IL 60453

Dear Executive Director Tousignant,

In accordance with the Emergency Telephone Systems Act (50 ILCS 750/14, 750/15) please allow this letter to serve as notification that the Lyons Township Area Communications Center (LTACC) has filed a petition to modify its 9-1-1 plan with the Office of the State 9-1-1 Administrator. This is being done to facilitate Countryside PD joining our system in the near future. LTACC intends to continue to operate under the terms of the Call Handling Agreement that currently covers: La Grange, La Grange Park, and Western Springs. Once approved, Countryside will become a member of this agreement.

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If you have any questions or concerns regarding this matter, please feel free to contact me at (708) 215-3585.

Sincerely,

Michael O'Connor
Executive Director

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

TEST PLAN DESCRIPTION

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

The Lyons Township Area Communications Center (LTACC) has sufficient capacity to add the City of Countryside to its existing system without the need for additional 911 trunks. AT&T has suggested converting one wireless trunk to a dual purpose to receive both wireline and wireless calls, due to the wireless call volume.

LTACC is located in La Grange, IL and its back-up PSAP is the West Suburban Consolidated Dispatch Center (WSCDC) in River Forest. In the event of a 911 trunk failure, the lines can be manually switched over by LTACC personnel or by the AT&T 911 Resolution Center. In the event of overflow calls, WSCDC is capable of receiving the calls and relaying the information to LTACC. In the event of a prolonged outage, LTACC would relocate personnel to WSCDC to handle its 911 calls.

2) List wireline exchanges to be tested.

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

**AGREEMENT RELATING TO TRANSFER AND REPORTING OF SURCHARGE
FUNDS ATTRIBUTABLE TO THE CITY OF COUNTRYSIDE, ILLINOIS**

THIS AGREEMENT (the "Agreement") is made and entered into the 9TH day of April, 20 20 (the "Effective Date") by and between the Lyons Township Area Communications Center Joint Emergency Telephone System Board ("LTACC JETSB") and the Southwest Central 9-1-1 Emergency System Board ("SWC911") for the purpose of providing for the transfer of and reporting relating to certain surcharge funds attributable to the City of Countryside, Illinois, (sometimes referred herein individually a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* (the "Act"), requires any 9-1-1 Authority, as defined by the Act, in a county with a population of at least 250,000 to consolidate such that no 9-1-1 Authority in the county serves a population of less than 25,000; and

WHEREAS, the LTACC JETSB operates the LTACC 9-1-1 system in the incorporated Villages of LaGrange, LaGrange Park and Western Springs; and

WHEREAS, in accordance with the Act, SWC911 is a Joint ETSB, and the City of Countryside, along with the other municipalities, participates as a member municipality; and

WHEREAS, pursuant to 50 ILCS 15.4(a)(2), the City of Countryside ("City") requested that it be included in the LTACC 9-1-1 System and the LTACC JETSB has agreed to accept the City into the LTACC 9-1-1 System; and

WHEREAS, in accordance with the bylaws adopted by SWC911, the City has provided notice of its termination as a member of SWC911 and its intention to join LTACC's JETSB; and

WHEREAS, to facilitate the City's transition from SWC911 to LTACC JETSB, the Parties desire to enter into this Agreement to confirm their understanding that the City will cease to be a member of SWC911 and will become a member of LTACC JETSB; that, thereafter the boundaries for wireless emergency calls of each Party will change such that wireless emergency calls originating in the City will be handled by LTACC JETSB; and, to provide for the transfer to LTACC's JETSB of any funds held by SWC911 attributable to City, after the effective date of the City becoming a member of LTACC's JETSB, including any surcharge funds (such as those funds commonly known as wireline and hold harmless surcharge funds) collected after the effective date of the City becoming a member of LTACC's JETSB, pursuant to the Act or any other applicable statute or ordinance ("the Funds").

NOW, THEREFORE, in consideration of the promises and mutual covenants hereafter set forth, the Parties agree as follows:

Section 1. Incorporation of Recitals.

The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. City Opt-Out.

City has provided the notice required by SWC911's bylaws to terminate as a SWC911 member municipality and that upon approval of LTACC JETSB's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator; the City shall become a member of LTACC's JETSB.

Section 3. Wireless Call Boundaries.

Upon the City becoming a LTACC JETSB member municipality, the wireless call boundaries of LTACC's JETSB and SWCD911 shall change such that all wireless 9-1-1 calls originating in the City shall no longer be dispatched by SWC911 and instead shall be dispatched by LTACC's JETSB.

Section 4. Funds.

Once the consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator, LTACC's JETSB shall receive all Funds attributable to the City after the effective date of the City becoming a member of LTACC's JETSB in accordance with the Act. LTACC's JETSB will be responsible for all Funds it receives and for the reporting and auditing of all Funds as described in Section 5 below.

Section 5. Financial Reporting of Funds.

SWC911 shall be responsible for all required financial reporting relating to the Funds, including the financial report required by Section 40 of the Act, up to and including the date that the LTACC JETSB's consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator. Thereafter, LTACC's JETSB shall be responsible for all such reporting.

Section 6. Term.

The term of this Agreement shall commence on the Effective Date and shall end the later of (1) the date which is one (1) year after the date of approval of LTACC JETSB's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator or (2) the date upon which SWC911 files the last financial report relating to funds attributable to the City as required by Section 5 hereof.

Section 7. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute on and the same Agreement.

Section 8. Severability.

If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

Section 9. Governing Law.

This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

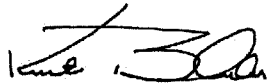
Section 10. Entire Agreement.

This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written.

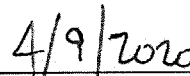
(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set out below.

Lyons Township Area Communications Center, Joint Emergency Telephone System Board



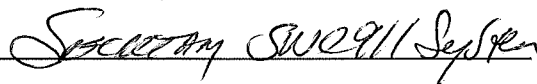
Kurt Bluder, Chair

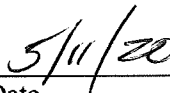


Date

Southwest Central Dispatch System, Emergency Telephone System Board







Date