

16-C-155
8/1/17

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



State of Illinois

Application for
9-1-1 Consolidation Plan

INTRODUCTION

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

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

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

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

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

General Information	Contact and 9-1-1 System information.
Verification	Notarized statement of truth regarding information provided in the plan.
Letter of Intent	Letter that is sent to the 9-1-1 System Provider with a copy of the plan.
Plan Narrative	A summary of the changes of the proposed system's operation.
Financial Information	A summary of anticipated implementation costs and annual operating costs of the consolidated or modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.
5-Year Strategic Plan	A detailed plan for implementation and financial projections.
Communities Served	A list of all communities that are served by the 9-1-1 System.
Participating Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.
Adjacent Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.
Attachments (if applicable):	
Ordinance	Any local ordinances which dissolve an existing ETSB or creates a new ETSB.
Intergovernmental 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 trunking 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	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

Boundaries	shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.
Agreements	
Carrier Listing	A list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.
Test Plan	The 911 System's overall plan detailing how and to what extent the network and data base will be tested.

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

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



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

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

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

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

911 GENERAL INFORMATION

DATE: 07/31/2017

Type of Change: <input type="checkbox"/> Consolidation within an ETSB <input checked="" type="checkbox"/> Joint ETSB <input type="checkbox"/> Unserved consolidation		
Current System Name:	Population Served	Land Area in Sq Miles
Wheeling ETSB	38,010	8.74
Des Plaines ESTB	58,947	14.42
	96,957	23.16
System Name after Consolidation: Wheeling-Des Plaines Joint Emergency Telephone System Board		

[illegible]

911 System Contact: Rocella Rodgers

Street Address: 1 Community Blvd.

City, State and Zip Code: Wheeling, IL 60090

Office Telephone: (847) 520-2020

Cellular Telephone:

Email: rrodgers@wheelingil.gov

Wireless Coverage for Consolidated System:

100 % Phase II compliant

100 % Phase I compliant

Please check if applicable:

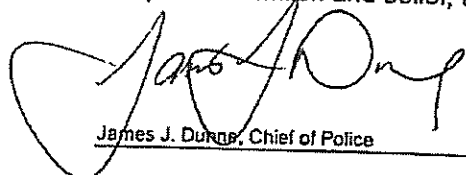
 X NG9-1-1 capable

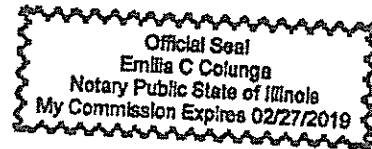
 X Receive 9-1-1 Text

_____ Receive 9-1-1 Video

VERIFICATION

I, James J. Dunne, first being duly sworn upon oath, depose and say that I am Chief of Police, of the Village of Wheeling, Illinois; 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.


James J. Dunne, Chief of Police
Village of Wheeling, Illinois



Subscribed and sworn to before me

this 31 day of July, 20 17.


NOTARY PUBLIC, ILLINOIS



Wheeling Police Department
1 Community Boulevard, Wheeling, Illinois 60090
847.459.2962 Fax 847.520.2024

John Hunter, 9-1-1 Operations Manager
AT&T 9-1-1 Public Safety
4918 W. 95th Street, Floor 2
Oak Lawn, IL 60453

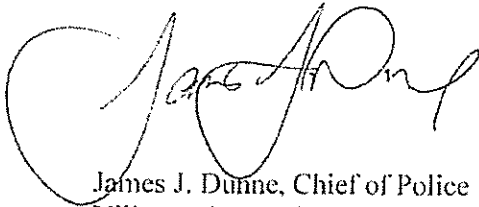
July 31, 2017

Dear Mr. Hunter,

This letter is to inform you that in July 2017 the Wheeling ETSB and Des Plaines ETSB have been dissolved and consolidated into the Wheeling-Des Plaines Joint ETSB. There are no changes needed in the routing of the 9-1-1 Center lines. This letter is just to serve as notification.

Enclosed is a copy of our application to the Illinois State Police.

Sincerely,



James J. Dunne, Chief of Police
Village of Wheeling

Enclosure: application

PLAN NARRATIVE

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

1.	Do all of your PSAPs meet all of the requirements defined in 1325.415 and 1325.515	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Type of Radio/Telecommunications systems compatible with participating and adjacent agencies. <div style="text-align: right;"> <input checked="" type="checkbox"/> STARCOMM21 <input type="checkbox"/> STARCOMM21 ITTF channels only <input type="checkbox"/> Other, explain below </div> <p>The Des Plaines Police Department uses the Cook County Radio System, and also has access to shared StarComm21 channels. The Wheeling Police Department is on StarComm21.</p>	
3.	Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200b)3)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.	Have you included maps to show the territory covered by the system?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
5.	Have you included a listing of all telephone companies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
6.	Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
7.	Have you included a list of participating and adjacent agencies?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
8.	Have you included financial information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Plans submitted without this documentation will be rejected.
9.	Public education.	<input type="checkbox"/> This is an unserved county that will require public education. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require public education.
10.	Training.	<input type="checkbox"/> This is an unserved county that will require training. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.
11.	Use of TTY's and Training	<input type="checkbox"/> This is a unserved county that will require training. (See attachment.) <input checked="" type="checkbox"/> This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.

12.	Have you included call handling and aid outside jurisdictional boundary agreements?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
Plans submitted without this documentation will be rejected.		
13.	Have you included a new system diagram?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
Plans submitted without this documentation will be rejected.		
13a.	Does the new system diagram include all PSAP(s) and backup PSAP location(s)?	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
Plans submitted without this documentation will be rejected.		
14.	Have or will all areas within the 9-1-1 system be addressed for the database? If no, please explain.	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
<p>14a. Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.</p> <p>AT&T uses redundant nodes for its ALI/Selective Routing database; each node is located in the Midwest (exact locations cannot be disclosed for safety/security reasons) but are geographically diverse. Each PSAP has connectivity to both ALI database nodes and the nodes are interconnected to ensure communications between the 2 nodes for both system updates and The ALI database is updated 4 times a day.</p>		
15.	<p>Who is the 9-1-1 system provider for your 911 system? Please explain whether the system will be legacy based, next generation based or a combination.</p> <p>The 9-1-1 system provider for the 911 system is AT&T, and the system is legacy based.</p>	

(Please include additional pages if needed.)

NARRATIVE STATEMENT:

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

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

Plan Narrative:

In July 2017 the Village of Wheeling and the City of Des Plaines have dissolved the Wheeling ETSB and Des Plaines ETSB and have created one Wheeling Joint ETSB. There are no changes in staffing, equipment, or 911 equipment needed due to Wheeling already being the PSAP for Des Plaines.

FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved

Total Reserves to be transferred to the Joint ETSB

Wheeling ETSB

\$ _____

Des Plaines ETSB

\$ _____

Dispatch Staff and Positions

_____ Number of answering positions prior to the consolidation (total for all entities)

_____ Number of answering positions in the consolidated system

_____ Number of full time dispatchers/call takers prior to the consolidation (total for all entities)

_____ Number of full time dispatchers/call takers in the consolidated system

_____ Number of part time dispatchers/call takers prior to the consolidation (total for all entities)

_____ Number of part time dispatchers/call takers in the consolidated system

Total amount (and percentage) of salaries paid for by 9-1-1 authority prior to consolidation:

\$ _____ %

Total amount (and percentage) of salaries to be paid for by 9-1-1 authority after consolidation:

\$ _____ %

9-1-1 Network Cost (per year)

a) Total network cost for each entity prior to the consolidation

\$ _____

b) Total network cost of consolidated system

\$ _____

c) Net change in network costs:

\$ _____ \$ 0.00

If no cost savings in network please explain:

Due to the Village of Wheeling already being the PSAP for the City of Des Plaines there are no changes in staffing, cost, or equipment. This request is only for the consolidation to a joint ETSB.

FINANCIAL INFORMATION

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

Network Cost	Estimated Amount (per year)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Other Consolidation Cost

PSAP, CPE, CAD Equipment, logging recorders	\$ _____
MSAG and Mapping Development or changes	\$ _____
Radio Consoles	\$ _____
Construction or Remodel of PSAP	\$ _____
Personnel	\$ _____
Other (Please place total amount in the blank at the right and explain below).	\$ _____

Due to the Village of Wheeling already being the PSAP for the City of Des Plaines there are no changes in staffing, cost, or equipment. This request is only for the consolidation to a joint ETSB.

Recurring and Nonrecurring Cost (per year)

Estimated nonrecurring cost for consolidation	\$ _____
a) Recurring costs prior to consolidations (all entities)	\$ _____
b) Proposed recurring cost for consolidated system	\$ _____
c) Net change in recurring costs: $a - b = c$	\$ _____ \$ 0.00
Revenue (per year)	
Projected surcharge revenue	\$ _____
Projected revenue from local governments	\$ _____
Projected revenue from other sources (grants)	\$ _____
Revenue in reserves	\$ _____
Total Revenue	\$ _____ \$ 0.00

FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION PLAN

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

Narrative:

Due to the Village of Wheeling already being the PSAP for the City of Des Plaines there are no changes in staffing, cost, or equipment. This request is only for the consolidation to a joint ETSB.

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]

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]

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
Arlington Heights Fire Department	1150 N Arlington Hts Rd, Arlington Heights, IL 60004	(847) 368-5450
Arlington Heights Police Department	200 E. Sigwalt Street, Arlington Heights, IL 60005	(847) 368-5300
Buffalo Grove Fire Department	109 Deerfield Pkwy, Buffalo Grove, IL 60089	(847) 520-3939
Buffalo Grove Police Department	46 Raupp Blvd, Buffalo Grove, IL 60089	(847) 459-2560
Cook County Forest Preserve Police	1 Aloha Lane, Hinsdale, IL 60523	(708) 771-1001
Cook County Sheriff Police	1401 Maybrook Drive, Maywood, IL 60153	(708) 865-4700
Elk Grove Fire Department	901 Wellington Ave, Elk Grove Village, IL 60007	(847) 357-4100
Elk Grove Police Department	901 Wellington Ave, Elk Grove Village, IL 60007	(847) 357-4100
Illinois State Police District 2	777 S. State Street, Elgin, IL 60123	(847) 931-2405
Illinois State Police District 15	2700 Ogden Ave, Downers Grove, IL 60515	(630) 241-6800
Illinois State Police District Chicago	9511 W. Harrison Street, Des Plaines, IL 60016	(847) 294-4400
Lake County Sheriff Office	25 S. Martin Luther King Jr Ave, Waukegan, IL 60085	(847) 377-4000
Mount Prospect Fire Department	112 E. Northwest Highway, Mount Prospect, IL 60056	(847) 870-5660
Mount Prospect Police Department	112 E. Northwest Highway, Mount Prospect, IL 60056	(847) 870-5656
Northbrook Fire Department	740 Dundee Road, Northbrook, IL 60062	(847) 272-2141
Northbrook Police Department	1401 Landwehr Rd, Northbrook, IL 60062	(847) 564-2060
North Maine Fire Department	9301 Potter Road, Des Plaines, IL 60016	(847) 297-5020
Oakton Community College Police Dept.	1600 E. Golf Road Room 1170, Des Plaines, IL 60016	(847) 635-1880
Park Ridge Fire Department	901 W. Devon Ave, Park Ridge, IL 60068	(847) 318-5283
Park Ridge Police Department	200 Vine Ave, Park Ridge, IL 60068	(847) 318-5252
Prospect Heights Fire Department	10 E. Camp McDonald Rd, Prospect Heights, IL 60070	(847) 253-8060
Prospect Heights Police Department	14 E. Camp McDonald Rd, Prospect Heights, IL 60070	(847) 398-5511
Riverwoods Fire Department	855 Sanders Road, Northbrook, IL 60062	(847) 236-9416
Riverwoods Police Department	845 Saunders Road, Riverwoods, IL 60015	(847) 945-1820
Rosemont Public Safety Department	9501 W. Devon Ave, Rosemont, IL 60018	(847) 823-1134

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.

[illegible]

(Wireline, Wireless, VoIP)

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

(Wireline, Wireless, VoIP)

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

ATTACHMENTS

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

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

Intergovernmental Agreement - The agreement creating the Joint ETSB.

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

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

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) _____, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

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

Primary: _____ (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: _____ (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify 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

Public Safety Agency

By _____

By _____

Title _____

Title _____

TEST PLAN DESCRIPTION

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

Due to the Village of Wheeling already being the PSAP for the City of Des Plaines there are no changes in staffing, cost, or equipment. This request is only for the consolidation to a joint ETSB.

- 2) List wireline exchanges to be tested.

Due to the Village of Wheeling already being the PSAP for the City of Des Plaines there are no changes in staffing, cost, or equipment. This request is only for the consolidation to a joint ETSB.

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

Due to the Village of Wheeling already being the PSAP for the City of Des Plaines there are no changes in staffing, cost, or equipment. This request is only for the consolidation to a joint ETSB.

STATE OF ILLINOIS }
 }
COUNTIES OF COOK AND LAKE }

I, **KAREN KARAFFA**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling, Cook and Lake Counties, IL.

I **DO FURTHER CERTIFY** that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I **DO FURTHER CERTIFY** that the annexed and foregoing document

Ordinance No. 5083

Ordinance Amending Title 2 of the Wheeling Village Code to Reflect the Consolidation of the Wheeling Emergency Telephone System Board with the Des Plaines Emergency Telephone System Board

are true and correct copies of the documents presented to the President and Board of Trustees of the Village of Wheeling.

I **DO FURTHER CERTIFY** That the original document, of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

I **DO FURTHER CERTIFY** that Ordinance No. 5083 was published in pamphlet form on April 18th 2017, by order of the Corporate Authorities of the Village of Wheeling.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Wheeling, this 12th day of June, 2017.





Karen Karaffa, Deputy Village Clerk
Village of Wheeling
Cook and Lake Counties, IL.

ORDINANCE No. 5083

AN ORDINANCE AMENDING TITLE 2 OF THE WHEELING VILLAGE CODE TO
REFLECT THE CONSOLIDATION OF THE WHEELING EMERGENCY TELEPHONE
SYSTEM BOARD WITH THE DES PLAINES EMERGENCY
TELEPHONE SYSTEM BOARD

WHEREAS, the Village of Wheeling ("*Village*") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Ordinance 2541, adopted July 10, 1989, as amended by Ordinance 2748 of the Village of Wheeling established the Village's Emergency Telephone System Board ("ETSB"), and sets forth its membership, procedures, and powers; and

WHEREAS, pursuant to that certain "Emergency Dispatch Services Agreement Between the Village of Wheeling and the City of Des Plaines" ("*City*") dated July 7, 2014, the Village of Wheeling ("*Village*") provides the City with emergency 9-1-1 call answering and police dispatch services and serves as the City's primary Public Safety Answering Point ("PSAP"); however, the Village and City maintain separate emergency telephone system boards ("*ETSBs*"); and

WHEREAS, Public Act 99-0006 of the Illinois General Assembly amended the Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("*Act*") to require municipalities whose Public Safety Answering points are located outside of their jurisdictions to consolidate their ETSBs with the ETSBs of communities that have in-jurisdiction PSAPs by July 1, 2017; and

WHEREAS, on April 17, 2017 the Corporate Authorities authorized the City to enter into an Intergovernmental Agreement governing the operation of a joint ETSB ("*JETSB*") for both the City and the Village; and

WHEREAS, in addition to requiring consolidation of ETSBs, the Act also rescinded local authority to impose a surcharge on telecommunications accounts, including land line, wireless, and VOIP accounts, for the purpose of supporting E 9-1-1 activities; and

WHEREAS, the Corporate Authorities have determined that it is appropriate to amend Title 2 of the Wheeling Village Code to add Chapter 2.99 entitled "Wheeling / Des Plaines Joint Emergency Telephone System Board" to reflect the establishment of the JETSB and the corresponding changes in operation of the Village's emergency communications system and to reduce the Village's existing surcharge to \$0.00.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Corporate Authorities.

SECTION 2: AMENDMENT. Title 2, of the Village Code "Officers, Administrators and Personnel" is hereby amended to include a new Chapter 2.99 which will read as follows:

Wheeling / Des Plaines Joint Emergency Telephone System Board

2.99.010 AUTHORITY:

This chapter is enacted under the authority of the Emergency Telephone System Act, 50 Illinois Compiled Statutes 750/0.01 et seq.

2.99.020 PURPOSE:

This chapter is enacted for the purpose of creating a joint emergency telephone system board. The intent of this system is to allow any telephone located within the Village of Wheeling and connected to the public telephone network access to emergency services by dialing the numbers 9-1-1.

2.99.030 AVAILABILITY:

The features offered by the emergency telephone answering system shall be available twenty four (24) hours per day, seven (7) days per week.

2.99.040 ADMINISTRATION:

The Village's emergency telephone answering system shall be administered by a joint emergency telephone system board ("JETSB") established pursuant to an intergovernmental agreement with the City of Des Plaines, approved by a duly adopted resolution of the Village Board on April 17, 2017.

2.99.050 FUNDING:

If authorized by 50 ILCS 750/15.3, the Village of Wheeling shall impose a surcharge on monthly billed subscribers of telecommunication carriers at a rate per network connection in order to implement and maintain a 9-1-1 emergency telephone system.

A surcharge is hereby imposed on monthly billed subscribers of telecommunications carriers residing within the corporate limits of the Village at a rate of zero dollars (\$0.00) per month, per network connection. Said surcharge shall be collected by the telecommunications carriers. For purposes of computing the surcharge imposed, the network connections to which the surcharge shall apply shall be those in-service network connections, other than those network connections assigned to the city, where the subscriber service address for each such network connection(s) is located within the corporate limits of the city.

Each telecommunication carrier is hereby authorized and instructed to deduct and retain three percent (3%) of the gross amount of the surcharge collected, prior to remittance, for reimbursement of the expense of accounting and collecting said surcharge. All monies collected from the 9-1-1 surcharge shall be deposited into an interest bearing bank account known as the emergency telephone system fund administered by the director of finance; however, said monies collected shall not include the above reimbursement. The account shall be administered in accordance with the bylaws of the joint emergency telephone system board. All such monies shall be used to fund enhanced 9-1-1 communication services in compliance with the Illinois emergency telephone system act, 50 Illinois Compiled Statutes 750/0.01 et seq.

2.99.060 SEVERABILITY:

If any section, provision or portion of this chapter shall be adjudged invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

SECTION 3: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law and upon the issuance by the Statewide 9-1-1 Administrator of an Order of Authority for Des Plaines to form a JETSB with Wheeling.

Trustee VOGER moved, seconded by Trustee PAPANTOS, that Ordinance No. 5083 be passed.

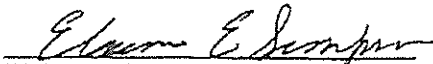
ADOPTED this 17th day of APRIL, 2017, pursuant to a roll call vote as follows:

President Argiris	<u>Arg</u>	Trustee Papantos	<u>Arg</u>
Trustee Brady	<u>Arg</u>	Trustee Vito	<u>Arg</u>
Trustee Krueger	<u>Arg</u>	Trustee Vogel	<u>Arg</u>
Trustee Lang	<u>Arg</u>		

APPROVED this 17th day of APRIL, 2017.

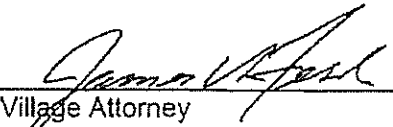

Dean S. Argiris, Village President

ATTEST:


Elaine E. Simpson, Village Clerk



Approved as to form only:


Village Attorney

PUBLISHED in pamphlet form this 17th day of APRIL, 2017, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

STATE OF ILLINOIS }
 }
COUNTIES OF COOK AND LAKE }

I, **KAREN HENNEBERRY**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling, Cook and Lake Counties, IL.

I DO FURTHER CERTIFY that I am the keeper of the records, journals, entries, resolutions, ordinances and documents of the said Village of Wheeling.

I DO FURTHER CERTIFY that the annexed and foregoing document

Ordinance No. 5092
**ORDINANCE DISSOLVING THE WHEELING EMERGENCY TELEPHONE SYSTEM
BOARD PENDING CONSOLIDATION WITH THE DES PLAINES EMERGENCY
TELEPHONE SYSTEM BOARD**

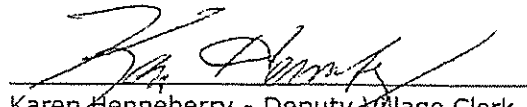
are true and correct copies of the documents presented to the President and Board of Trustees of the Village of Wheeling.

I DO FURTHER CERTIFY That the original document, of which the foregoing is a true copy, is entrusted to my care for safekeeping and I am the keeper of the same.

I DO FURTHER CERTIFY that Ordinance No. 5092 was published in pamphlet form on June 20th 2017, by order of the Corporate Authorities of the Village of Wheeling.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Wheeling, this 13th day of July, 2017.




Karen Henneberry - Deputy Village Clerk
Village of Wheeling
Cook and Lake Counties, IL.

ORDINANCE No. 5092

**AN ORDINANCE DISSOLVING THE WHEELING EMERGENCY TELEPHONE
SYSTEM BOARD PENDING CONSOLIDATION WITH THE DES PLAINES
EMERGENCY TELEPHONE SYSTEM BOARD**

WHEREAS, the Village of Wheeling ("**Village**") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Ordinance 2541, adopted July 10, 1989, as amended by Ordinance 2748 of the Village of Wheeling, established the Village's Emergency Telephone System Board ("**ETSB**"), and sets forth its membership, procedures, and powers; and

WHEREAS, pursuant to that certain "Emergency Dispatch Services Agreement Between the Village of Wheeling and the City of Des Plaines" ("**City**") dated July 7, 2014, the Village of Wheeling ("**Village**") provides the City with emergency 9-1-1 call answering and police dispatch services, and serves as the City's primary Public Safety Answering Point (PSAP); however, the Village and City maintain separate emergency telephone system boards ("**ETSBs**"); and

WHEREAS, Public Act 99-0006 of the Illinois General Assembly amended the Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**"), to require municipalities whose Public Safety Answering Points are located outside of their jurisdictions to consolidate their ETSBs with the ETSBs of communities that have in-jurisdiction PSAPs by July 1, 2017; and

WHEREAS, on April 17, 2017 the Corporate Authorities authorized the Village to enter into an Intergovernmental Agreement governing the operation of a Joint ETSB ("**JETSB**") for both the City and the Village; and

WHEREAS, on April 17, 2017, the Corporate Authorities authorized adoption of Ordinance 5083 amending Title 2 of the Wheeling Village Code to create and effectuate the consolidation of the Wheeling Emergency Telephone System Board with the Des Plaines Emergency Telephone System Board; and

WHEREAS, in addition to requiring consolidation of ETSBs, the Act also rescinded local authority to impose a surcharge on telecommunications accounts, including land line, wireless, and VOIP accounts, for the purpose of supporting E-911 activities; and

WHEREAS, the Illinois State Police, the body that administers E-911 consolidation, has requested that the Village adopt a second Ordinance expressly dissolving the Wheeling ETSB that had been set up by Ordinance 2541 in 1989.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Corporate Authorities.

SECTION 2: The Wheeling Emergency Telephone System Board established pursuant to Wheeling Ordinance 2541, adopted July 10, 1989, is hereby dissolved upon the creation of a Joint Emergency Telephone System with the City of Des Plaines.

SECTION 3: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law and upon the issuance by the Statewide 9-1-1 Administrator of an Order of Authority for Des Plaines to form a JETSB with Wheeling.

ADOPTED this 19th day of JUNE, 2017, pursuant to a roll call vote as follows:

President Horcher	<u>[Signature]</u>	Trustee Papanos	<u>[Signature]</u>
Trustee Brady	<u>[Signature]</u>	Trustee Vito	<u>[Signature]</u>
Trustee Krueger	<u>[Signature]</u>	Trustee Vogel	<u>[Signature]</u>
Trustee Lang	<u>[Signature]</u>		

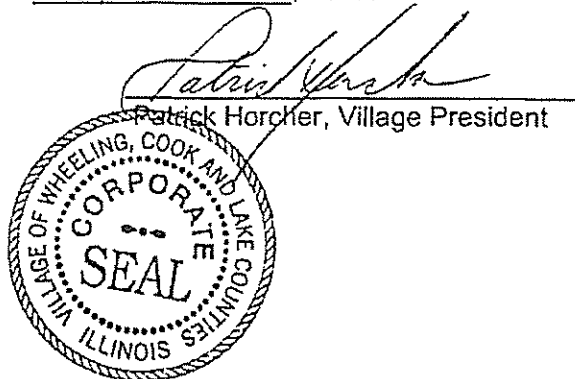
APPROVED this 19th day of JUNE, 2017.

ATTEST:

[Signature]
Elaine E. Simpson, Village Clerk

Approved as to form only:

[Signature]
Village Attorney



Patrick Horcher, Village President

Published by me in pamphlet form this 20th day of JUNE, 2017.

[Signature]
Deputy Village Clerk

CITY OF DES PLAINES

ORDINANCE M - 15 - 17

**AN ORDINANCE RESCINDING THE AUTHORITY OF
THE CITY'S LOCAL EMERGENCY TELEPHONE
SYSTEM BOARD.**

WHEREAS, the City of Des Plaines ("*City*") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Chapter 13 of Title 1 of the City Code of Des Plaines establishes the City's ETSB, and sets forth its membership, procedures, and powers; and

WHEREAS, pursuant to that certain "Emergency Dispatch Services Agreement Between the Village of Wheeling and the City of Des Plaines," dated July 7, 2014, the Village of Wheeling ("*Village*") provides the City with emergency 9-1-1 call answering and police dispatch services and serves as the City's primary Public Safety Answering Point (PSAP); however, the Village and City maintain separate emergency telephone system boards ("ETSBs"); and

WHEREAS, Public Act 99-0006 of the Illinois General Assembly amended the Emergency Telephone System Act, 50 ILCS 750/0.01, et seq. ("*Act*") to require municipalities whose Public Safety Answering points are located outside of their jurisdictions to consolidate their ETSBs with the ETSBs of communities that have in-jurisdiction PSAPs no later than July 1, 2017; and

WHEREAS, on April 17, 2017 the City Council approved Resolution No. R-67-17 authorizing the City to enter into a new Intergovernmental Agreement governing the operation of a joint ETSB ("JETSB") for both the City and the Village and the operation and maintenance of a joint call answering and police dispatch center; and

WHEREAS, in addition to requiring consolidation of ETSBs, the Act also rescinded local authority to impose a surcharge on telecommunications accounts, including land line, wireless, and VOIP accounts, for the purpose of supporting E9-1-1 activities; and

WHEREAS, on May 1, 2017, the City Council approved Ordinance M-10-17, which amended Chapter 13 to remove the provisions establishing the City's local ETSB and adding language declaring that the City's Emergency Telephone System will be administered by a JETSB to be established pursuant to intergovernmental agreement;

WHEREAS, the Statewide 9-1-1 Administrator has requested that the City Council officially rescind the authority of the City's local ETSB prior to the transfer of authority to the new JETSB that will be established pursuant to the Intergovernmental Agreement with the Village;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

STATE OF ILLINOIS)
)
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, JENNIFER TSALAPATANIS, do hereby certify that I am the qualified and acting CITY CLERK* of the City of Des Plaines, Cook County, Illinois, AND THAT AS SUCH, I am the officer duly designated by law to keep the minutes, ordinances, resolutions and proceedings of the City Council of the City of Des Plaines.

I further certify that the attached and foregoing copy of Ordinance M-15-17, AN ORDINANCE RESCINDING THE AUTHORITY OF THE CITY'S LOCAL EMERGENCY TELEPHONE SYSTEM BOARD is a true and correct copy of same.

IN WITNESS WHEREOF, I hereunto affix my signature and impress hereon the corporate seal of the said City of Des Plaines, Cook County, Illinois, this 31st day of July, 2017.


JENNIFER TSALAPATANIS, City Clerk
City of Des Plaines, County of Cook

*Per the provisions of 65 ILCS 5/3.1-20-5-2
Of the Illinois Compiled Statutes (2006)

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION 2: RESCISSION. All authority of the City's local ETSB, which was established in its current form by Ordinance M-7-13, adopted on March 18, 2013, shall be, and is hereby, rescinded and all authority and obligations of the City's local ETSB shall be transferred to the JETSB established by Intergovernmental Agreement pursuant to Section 1-13-4 of the City Code, as amended by Ordinance M-10-17.

SECTION 3: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law but only after the issuance by the Statewide 9-1-1 Administrator of an Order of Authority for Des Plaines to form a JETSB with Wheeling.

[SIGNATURE PAGE FOLLOWS]

PASSED this 17th day of July, 2017.

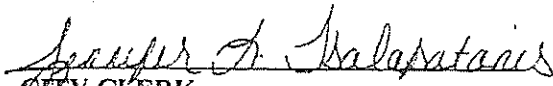
APPROVED this 17th day of July, 2017.

VOTE: AYES 7 NAYS 0 ABSENT 1




MAYOR

ATTEST:


CITY CLERK

Published in pamphlet form this
17th day of July, 2017.


CITY CLERK

Approved as to form:



Peter M. Friedman, General Counsel

EXHIBIT A

**EMERGENCY DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND CITY OF DES PLAINES**

**EMERGENCY DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF WHEELING AND CITY OF DES PLAINES**

THIS AGREEMENT is made as of July 9th, 2014, by and between the VILLAGE OF WHEELING, an Illinois home rule municipal corporation ("*Wheeling*") and the CITY OF DES PLAINES, an Illinois home rule municipal corporation ("*Des Plaines*"). In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Wheeling and Des Plaines hereby agree as follows:

Section 1. Background.

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Wheeling and Des Plaines, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.
- B. Wheeling and Des Plaines are units of local government.
- C. Wheeling operates a full service emergency dispatch center, and Des Plaines is seeking to have emergency dispatch services performed on behalf of its police department and other services as hereinafter described.
- D. Wheeling and Des Plaines have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Wheeling and Des Plaines to enter into this Agreement providing that Wheeling shall provide emergency dispatch services to Des Plaines.

Section 2. Provision of Emergency Dispatch Services by Wheeling and Corresponding Obligations of Des Plaines.

- A. Operation of Full Service Emergency Dispatch Center by Wheeling. Wheeling shall continue to operate directly a full service emergency dispatch center to provide emergency dispatch services to Des Plaines. Services to be provided by Wheeling to Des Plaines (collectively, "*Dispatch Services*") shall include, without limitation, the following, and shall be conducted at a level equal to the overall service level provided to Wheeling's residents and non-resident customers:
 - 1. Provide 24-hour a day answering of all emergency 9-1-1 and police 10 digit emergency telephone calls emanating from within the borders of Des Plaines, and maintain updated telephone lists of Des Plaines staff and employees as well as implement and utilize call-out procedures agreed upon and adopted by the parties for emergencies and non-emergencies. Wheeling will not answer Des Plaines' administrative or other non-emergency telephone lines. Wheeling will not monitor Des Plaines' jail cells.

2. Provide 24-hour a day emergency dispatching for all Des Plaines Police Department calls for service and related activities as well as after-hours' notification of Des Plaines Public Works as requested by the Des Plaines Police.
3. Maintain and operate radio and computer communications with Des Plaines for all Police Department emergency dispatch calls, utilizing dispatching procedures agreed upon and adopted by the parties.
4. Maintain daily employee staffing levels that are sufficient, in Wheeling's reasonable discretion, for Wheeling to provide Des Plaines with the Dispatch Services.
5. Perform, in accordance with procedures agreed upon and adopted by the parties, perform supervised transfers of 9-1-1 calls for fire or EMS service to Des Plaines' designated dispatch facility for such calls at no additional cost.
6. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police and other Des Plaines services asked by Des Plaines residents, non-resident customers, and others in accordance with informational materials provided by Des Plaines; provided, however, that Wheeling shall forward to Des Plaines, as the case may be, all non-emergency calls and under no circumstances shall Wheeling accept the payment of fees for Des Plaines.
7. Upon request by Des Plaines, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports routinely maintained by a law enforcement agency.
8. Maintain a call logging and recording system of all telephone calls and, upon written request, provide copies of recorded calls to the Des Plaines Police Department. Wheeling will further provide assistance in responding to litigation related discovery involving Des Plaines' emergency calls or properly submitted Freedom of Information Act requests.
9. Conduct, at Des Plaines' request, Des Plaines' required operations pertaining to the Law Enforcement Data System program ("**LEADS**") and the National Crime Information Center program ("**NCIC**"), including, without limitation, any of the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
 - b. Enter information into LEADS or NCIC as requested by Des Plaines, including without limitation warrants and sex offenders.
 - c. Maintain and manage hot files.
 - d. Maintain and manage all LEADS and NCIC files.
 - e. Remove from the LEADS and NCIC files information and data that is no longer current or accurate.

- f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Des Plaines.
10. Maintain and operate mutual aid Dispatch Services for Des Plaines in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("*NIPAS*"), the Illinois Law Enforcement Alarm System ("*ILEAS*"), the North Regional Major Crimes Task Force ("*NORTAF*"), Illinois Terrorism Task Force ("*ITTF*") and the Major Case Assistance Team ("*MCAT*"), as well as any other applicable public safety organizations; provided, however, that Wheeling's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Des Plaines.
 11. To encourage mutual personnel interactions, direct its emergency dispatch personnel to accompany Des Plaines Police officers on "ride-alongs" to become familiar with local geography and Des Plaines Police Department procedures. Such "ride-alongs" may be conducted on no less than an annual basis, at no additional charge to Des Plaines. The Wheeling Police Chief will designate specific dispatch personnel to attend Des Plaines Police Department meetings and other events as mutually agreed upon by the parties throughout the term of this Agreement.
 12. Utilize, at the request of the Des Plaines Police Department Command Staff, the City's CodeRed software to activate community mass notifications and/or police department notifications for emergency circumstances only. The Des Plaines Police Department shall provide all scripts for Code Red calls.
 13. Maintain exclusive control, supervision and direction over Wheeling personnel all times during the term of this Agreement.
- B. Obligations of Des Plaines. Des Plaines agrees to perform the following in order to enable Wheeling to efficiently and properly fulfill its obligations under this Agreement:
1. Provide timely updated telephone lists, call-out procedures and suggested telephone answering procedures.
 2. Provide timely notification of a Des Plaines Police Department employee designated to receive notice in the absence of the Police Chief.
 3. Provide informational materials on public safety issues for dissemination to residents of Des Plaines.
 4. Provide timely reports and other data needed for Wheeling to comply with LEADS and NCIC requirements.
 5. Provide training exercises for Wheeling dispatch personnel and reasonable notification thereof.
 6. Transfer title to Wheeling and deliver all equipment listed and described in *Exhibit A* attached hereto and incorporated by reference herein (collectively, the "**Transferred Equipment**") prior to the Commencement Date for use by Wheeling in order to provide the Dispatch Services. Des Plaines represents and warrants that the Transferred Equipment will be in good working condition at the time of transfer, but makes no

further warranty or representation as to the merchantability, fitness for a particular purpose, or future functionality of the Transferred Equipment. At the termination of this Agreement, Wheeling shall retain title to all of the Transferred Equipment. The Transferred Equipment is also covered by those certain AT&T Equipment Solutions - Voice CPE Support Services Addenda to Master Agreement Between SBC Global Services, Inc. d/b/a AT&T Global Services and the City of Des Plaines (Contracts No. 16164213, 16175538, and 16175540) (collectively, the "**Maintenance Agreement**"), which are transferable to Wheeling and will be transferred upon execution of this Agreement by a separate Addendum.

7. Purchase and install all software programs and licenses necessary to allow Des Plaines' current public safety software to interface with Wheeling's public safety software which is provided by TriTech Software Systems, including, without limitation TriTech CAD, RMS, FBR, MOBILE and VISION INFORM software packages. Wheeling will coordinate with Des Plaines to allow, configure, and optimize the interface between the parties' systems.
- C. New Recipients of Dispatch Services. Wheeling intends to attempt to solicit other municipalities to enter into agreements by which Wheeling may provide emergency dispatch services and Wheeling retains the power, in its sole discretion, to enter into such agreements; provided that Wheeling represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner, and shall be and remain equal to the service level provided to Wheeling's own residents, following any extension of similar services by Wheeling to other municipalities.

Section 3. Determination and Payment of Costs by Des Plaines.

- A. Annual Fee for Dispatch Services. Des Plaines agrees to pay to Wheeling a fee for Dispatch Services, as described in section 2.A, in the amounts set forth in the attached **Exhibit B** ("**Annual Fee**"), attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Annual Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. A payment, equal to 1/4 of the Annual Fee shall be paid to Wheeling on a quarterly basis during the term of this Agreement no later than the first day of each quarter to which the payment applies. All payments set forth in **Exhibit B** will be made in advance for the next monthly period of the term of the Agreement. In recognition of the costs that Wheeling must incur in advance of the start of dispatch services, Des Plaines shall, in addition to the Annual Fee for the first annual period of this Agreement, deliver to Wheeling a payment in the amount of Six Hundred and Sixteen Thousand, Four Hundred and Sixty Dollars and 40/100 (\$616,460.40) no later than thirty (30) days after execution of this Agreement by all parties ("**Commencement Payment**"). The purpose of the Commencement Payment is to reimburse Wheeling for the capital expenditures required to provide the Dispatch Services to Des Plaines on the Commencement Date. The provisions of the Local Government Prompt Payment Act 50 ILCS 505/1 shall apply to all payments due hereunder.
- B. Credits upon Termination. In the event that this Agreement is terminated prior to the expiration date set forth in Section 8.A, with the exception of a termination due to a default by Des Plaines, the portion of the Annual Fee corresponding the remainder of the current annual period will be refunded to Des Plaines for on a *pro rata* basis. Such refund will be paid by Wheeling to Des Plaines no later than 30 days after the termination of the Agreement.

- C. Additional Expenses. To the extent that this Agreement provides for Des Plaines to bear expenses other than those set forth in *Exhibit B* and relating to the Dispatch Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

Section 4. Insurance; Indemnification.

- A. Coverage Provided. Wheeling agrees to provide the following insurance coverages for the Dispatch Services:
1. Commercial General Liability;
 2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
 3. First Party Property;
 4. Workers' Compensation; and
 5. Employers' Liability for employees of Wheeling who perform the Dispatch Services under this Agreement.
- Such coverages shall be in amounts no less than what Wheeling maintains for itself in its normal course of business.
- B. Proof of Coverage by Wheeling. Wheeling agrees to furnish to Des Plaines certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Des Plaines within thirty (30) days after the effective date of this Agreement, and shall name Des Plaines as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.
- C. Termination of Coverage. If Wheeling's coverage, as provided by its insurer, is terminated for any reason:
1. Wheeling shall promptly notify Des Plaines in writing of receipt of any such notice; and
 2. Wheeling agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.
- D. Coverage by Des Plaines. Des Plaines agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Des Plaines under this Agreement, and to provide proof of insurance at Wheeling's request.
- E. Indemnification.

1. Wheeling does hereby indemnify and holds Des Plaines harmless from and against any and all claims which may arise out of the provision of Dispatch Services by Wheeling under this Agreement, except to the extent caused by the negligence or willful and wanton conduct of Des Plaines, as the case may be.
 2. Des Plaines does hereby indemnify and holds Wheeling harmless from and against any and all claims which may arise out of the obligations of Des Plaines under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence or willful and wanton conduct of Wheeling.
- F. Unemployment Insurance Reimbursement. In the event that Wheeling properly terminates this Agreement due to Des Plaines' failure to cure a default pursuant to Section 8.B.2 during the Initial Term of this Agreement, and such action results in the termination of personnel hired by Wheeling to provide the Dispatch Services to Des Plaines ("**Terminated Employees**"), Des Plaines shall reimburse Wheeling for unemployment insurance benefits paid by Wheeling to the Illinois Department of Employment Security for the Terminated Employees no later than thirty days after the Wheeling provides written notice and evidence of its payment of such benefits. This reimbursement obligation shall not extend beyond the Initial Term of this Agreement.

Section 5. Promotion of Interaction and Communication. The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Wheeling and Des Plaines. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

- A. Access to Information about Service Delivery. Des Plaines shall have access to Wheeling's records pertaining to the Dispatch Services. Wheeling will provide such records for the purposes of inspection by any authorized representatives of Des Plaines (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Wheeling.
- B. Complaint Procedure. Wheeling shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Wheeling agrees to inform Des Plaines, within 48 hours, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Wheeling agrees to inform Des Plaines of the actions taken by Wheeling to resolve the complaint.
- C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of mutually agreed upon operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records. Wheeling shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability and Accountability Act (HIPAA), the

provisions of which shall supersede any conflicting requirement of this Section. Wheeling will also promptly provide all records that Des Plaines may require to respond to a properly submitted request under the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Section 7. Dispute Resolution.

- A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.
- B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Wheeling and Des Plaines shall continue to fulfill the terms of this Agreement to the fullest extent possible. Wheeling shall continue to provide Dispatch Services to Des Plaines as provided by this Agreement. Des Plaines shall continue to make all payments to Wheeling for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.
- C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. The non-prevailing party in such a dispute shall pay the attorney's fees and court costs of the prevailing party.

Section 8. Term; Termination.

- A. Term. The term of this Agreement shall be for five (5) years following the Commencement Date, terminating on May 30, 2019, (the "**Initial Term**"). Des Plaines may renew the Agreement for an additional five (5) year term (the "**Renewal Term**") by providing written notice of the intent to renew no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable.
- B. Termination. This Agreement may be terminated pursuant to one of the following procedures:
 - 1. By written agreement of the parties duly authorized by the appropriate legislative action of each party; or

2. In the event of a material default under this Agreement "), and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or
3. In the event Wheeling merges its dispatch services with any other dispatch center during the term of this Agreement, Wheeling shall notify Des Plaines not less than three hundred sixty-five (365) days prior to the date of such merger, and at that time, Des Plaines may terminate the Agreement. If Des Plaines chooses not to terminate this Agreement, Wheeling shall take all actions necessary to continue to provide Des Plaines with the Dispatch Services at the new, merged dispatch facility.

In the event that this Agreement is terminated pursuant to this Section 8, the parties will cooperate and coordinate efforts to allow Des Plaines to transition its emergency call answering and dispatching to another dispatching facility with no disruptions in service. After termination the Transferred Equipment shall remain in possession of Wheeling.

Section 9. Miscellaneous.

- A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Emergency Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise from legislation or regulations adopted or imposed by the State of Illinois or the federal government of the United State of America which impose dispatch service obligations on Wheeling over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs. This provision shall not apply to any legislative or administrative actions taken by Wheeling.
- B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that Wheeling will not be required to commence provision of the Dispatch Services until the Commencement Date.
- C. Commencement Date. To be mutually agreed upon and set by Des Plaines, upon sixty (60) days advance written notice to Wheeling, after consultation with Wheeling's Police Chief, but in no case shall the Commencement Date occur later than 200 days after the approval and execution of this Agreement by both parties.

Section 10. General Provisions.

- A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Wheeling shall be addressed to, and delivered at, the following address:

Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090
Attention: Village Manager and Police Chief
Fax: 847-459-9692

With a copy to:

James V. Ferolo
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive
Suite 1660
Chicago, Illinois 60606
Fax: 312-984-6444

Notices and communications to Des Plaines shall be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60017
Attention: City Manager and Police Chief
Fax: 847-318-5300

With a copy to:

Peter M. Friedman
Holland & Knight
131 S. Dearborn
30th Floor
Chicago, Illinois 60603

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. Ownership of Dispatch System. Wheeling will own the entire dispatch system, including the Transferred Equipment.
- F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- H. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. Exhibits. *Exhibits A and B* attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

- M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Wheeling and Des Plaines.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and attested to as of the day and year first above written.

VILLAGE OF WHEELING

By [Signature]
Village President

CITY OF DES PLAINES

By [Signature]
Mayor

Attest Elaine E. Simpson
Village Clerk

Attest Floria J. Ludwig
City Clerk



EXHIBIT A

TRANSFERRED EQUIPMENT

Equipment located at DPECC Facility

- 4 GeoComm GeoLynx Licenses
- 4 Bramic Vision 5 sit stand consoles
- 1 Bramic Mini sit stand console
- 6 Herman Miller Chairs
- 1 6x6 mailbox
- 12 Personal file cabinets
- 6 Dispatcher status lights
- Printer Stand (Blue)
- 2 Media Wheels
- 2 Positron Viper Workstations, HP /Compaq dc7800 Mini tower
 - 2 Touch Monitors
 - 2 Dual foot pedals, boom mic, keyboard, mouse, headset, speakers

Equipment located at Niles Backup Facility

- AT&T Positron Viper 911 Phone System with Enclosed Server Rack
 - 7 CIM units
 - 2 HP Procurve Network switches
 - 1 Power MIS Server
 - 1 Database 1 Server
 - 2 tripplite UPS Units
 - 1 KVM
 - 5 HP Proliant servers
 - 2 VOIP Gateways
 - 2 Data Modems
- 2 White, adjustable desks
- 6 Positron Viper Workstations, HP /Compaq dc7800 Mini tower
 - 6 Touch monitors
 - 6 Dual foot pedals, boom mics, keyboards, mouse, headsets, speakers
- 6 CAD Console Workstations
 - Dell Optiplex 390 (i5-2400 3.1 GHz, 4 GB RAM, Windows 7 32bit, Dual Monitor Output)
 - Serial Numbers: BJ5DWR1, BJ5CWR1, BJ5BWR1, BJ58WR1, BJ59WR1, BJ5FWR1
 - 24 Dell 20" Widescreen LCD for CAD Workstations
 - 6 PC Speakers, Keyboards, Mice
- 6 Radio Console Workstations
 - Dell Optiplex 390 (i5-2400 3.1 GHz, 4 GB RAM, Windows 7 32bit, Single Monitor Output)
 - Serial Numbers: 9N7MYR1, 9N7KYR1, 9N6RYR1, 9N7LYR1, 9N6QYR1, 9N6PYR1
 - 6 Radio Console Monitors (preferably touchscreen)
 - 6 PC Speakers, Keyboards, Mice

- 10 Motorola Radio Gateways (MIP5000 Radio Consoles at Niles PD Basement)
- 1 HP Color Laserjet CP2025
- 1 HP V1910-16G Network Switch
- 1 HP 3500-24 J9470A Network Switch

EXHIBIT B

PAYMENT SCHEDULE

- Year 1: \$1,667,458.20
- Year 2: \$1,788,450.92
- Year 3: \$1,888,362.09
- Year 4: \$1,998,949.56
- Year 5: \$2,121,350.78

STATE OF ILLINOIS }
 }
COUNTIES OF COOK AND LAKE }

CERTIFICATE

I, **KAREN HENNEBERRY**, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Wheeling, Cook and Lake Counties, Illinois, and as such officer, I have the lawful power and duty to keep a record of all proceedings of the Village Board, of said Village of Wheeling, and of all Ordinances and Resolutions presented to or passed by said Village Board.


I DO HEREBY FURTHER CERTIFY that the foregoing documents are true, correct and complete copies of:

Resolution 17-091

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND
VILLAGE CLERK TO EXECUTE AN AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT ESTABLISHING A JOINT
EMERGENCY TELEPHONE SYSTEM BOARD WITH THE
CITY OF DES PLAINES**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Wheeling, this 25th day of July, 2017





Karen Henneberry - Deputy Village Clerk
Village of Wheeling
Cook and Lake Counties, IL.

RESOLUTION 17- 091

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK
TO EXECUTE AN AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEM
BOARD WITH THE CITY OF DES PLAINES**

WHEREAS, the Village of Wheeling ("Village") is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, Ordinance 2541, adopted July 10, 1989, as amended by Ordinance 2748, adopted October 21, 1991, of the Village of Wheeling established the Village's Emergency Telephone System Board ("ETSB"), and sets forth its membership, procedures, and powers; and

WHEREAS, pursuant to that certain "Emergency Dispatch Services Agreement Between the Village of Wheeling and the City of Des Plaines" ("City") dated July 7, 2014, the Village of Wheeling ("Village") provides the City with emergency 911 call answering and police dispatch services and serves as the City's primary Public Safety Answering Point (PSAP); however, the Village and City maintain separate emergency telephone system boards ("ETSBs"); and

WHEREAS, Public Act 99-0006 of the Illinois General Assembly amended the Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("Act") to require municipalities whose Public Safety Answering points are located outside of their jurisdictions to consolidate their ETSBs with the ETSBs of communities that have in-jurisdiction PSAPs by July 1, 2017; and

WHEREAS, Des Plaines' Public Safety Answering Point is located in Wheeling; thus, it must consolidate its ETSB pursuant to the Act; and

WHEREAS, on April 30, 2017, the Village of Wheeling entered into an Intergovernmental Agreement ("IGA") with Des Plaines that governs the operation of a joint ETSB ("JETSB") for both the City and the Village; and

WHEREAS, the Illinois State Police, who administers the distribution of 911 surcharge money, requested that certain amendments be made to the original IGA regarding the manner in which either party to the IGA may request reimbursement for 911 related expenditures; and

WHEREAS, the Amended and Restated IGA addresses the requests of the Illinois State Police.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES,**

ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: The Village President and Village Clerk are hereby authorized to execute an Amended and Restated Intergovernmental Agreement that is in substantial conformity with the Amended and Restated Intergovernmental Agreement attached hereto as Exhibit A. *1st: VNA Second: ARW*

ADOPTED this 17th day of July, 2017, pursuant to a roll call vote as follows:

President Horcher	<u>Aye</u>	Trustee Papantos	<u>Aye</u>
Trustee Brady	<u>Aye</u>	Trustee Vito	<u>Aye</u>
Trustee Krueger	<u>Aye</u>	Trustee Vogel	<u>Aye</u>
Trustee Lang	<u>Aye</u>		

APPROVED this 17th day of July, 2017.

Patrick Horcher
Patrick Horcher, Village President

ATTEST:

Elaine E. Simpson
Elaine E. Simpson, Village Clerk



STATE OF ILLINOIS)

)

COUNTY OF COOK)

CLERK'S CERTIFICATE

I, JENNIFER TSALAPATANIS, do hereby certify that I am the qualified and acting CITY CLERK* of the City of Des Plaines, Cook County, Illinois, AND THAT AS SUCH, I am the officer duly designated by law to keep the minutes, ordinances, resolutions and proceedings of the City Council of the City of Des Plaines.

I further certify that the attached and foregoing copy of Resolution R-122-17, A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WHEELING TO ESTABLISH A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD is a true and correct copy of same.

IN WITNESS WHEREOF, I hereunto affix my signature and impress hereon the corporate seal of the said City of Des Plaines, Cook County, Illinois, this 31st day of July, 2017.

JENNIFER A. TSALAPATANIS
JENNIFER TSALAPATANIS, City Clerk
City of Des Plaines, County of Cook

*Per the provisions of 65 ILCS 5/3.1-20-5-2
Of the Illinois Compiled Statutes (2006)

CITY OF DES PLAINES

RESOLUTION R - 122 - 17

**A RESOLUTION APPROVING AN AMENDED AND
RESTATE INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF WHEELING TO ESTABLISH A
JOINT EMERGENCY TELEPHONE SYSTEMS BOARD.**

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

WHEREAS, The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Parties are home rule units of local government; and

WHEREAS, pursuant to that certain "Emergency Dispatch Services Agreement" between the Village of Wheeling and the City of Des Plaines," dated July 14, 2014, ("*Dispatch Services Agreement*") Wheeling provides Des Plaines with emergency 9-1-1 call answering and police dispatch services and Wheeling's Dispatch Center serves as Des Plaines's primary Public Safety Answering Point ("*PSAP*"); however, Wheeling and Des Plaines currently maintain separate emergency telephone system boards; and

WHEREAS, Public Act 99-0006 of the Illinois General Assembly amended the Emergency Telephone System Act, 50 ILCS 750/0.01, et seq. ("*Act*") to require any municipality whose PSAP is located outside of its jurisdictions to consolidate its Emergency Telephone System Boards ("*ETSB*") with the ETSB of the community in which its PSAP is located not later than July 1, 2017; and

WHEREAS, Wheeling has offered to consolidate its ETSB with Des Plaines's ETSB and to continue to provide 9-1-1 emergency call answering and police dispatch services through Wheeling's Emergency Dispatch Center; and

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

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police, and provides that the Administrator will distribute surcharge revenues to JETSBs; and

WHEREAS, the Corporate Authorities of Wheeling and Des Plaines have determined that forming a JETSB and providing 9-1-1 emergency call answering and dispatch services to their constituents in a unified manner is in the best interest of the municipal Parties', their residents, and the general public's health safety and welfare; and

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

WHEREAS, the Parties entered into that certain "Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board" on April 30, 2017 ("*Original JETSB Agreement*") and submitted an executed copy of the same to the Statewide 9-1-1 Administrator; and

WHEREAS, the Administrator requested that the Parties amend the Original JETSB Agreement prior to consolidation, to clarify the procedures for approval of expenditures from the Emergency Telephone System Fund and ensure compliance with the Act, as amended; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an Amended and Restated Intergovernmental Agreement with the Village of Wheeling;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT. The City Council hereby approves the Amended and Restated Intergovernmental Agreement in substantially the form attached to this Resolution as *Exhibit A*, and in a final form and substance to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AMENDED AND RESTATED AGREEMENT. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute and seal, on behalf of the City, the Amended and Restated Intergovernmental Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 17th day of July, 2017.

APPROVED this 17th day of July, 2017.

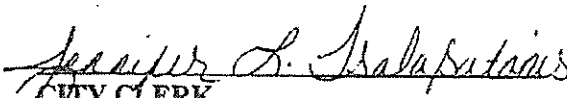
VOTE: AYES 7 NAYS 0 ABSENT 1

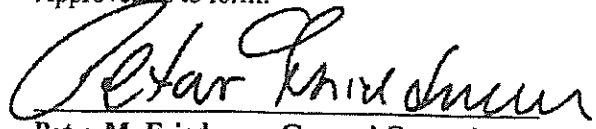


MAYOR

ATTEST:

Approved as to form:


CITY CLERK


Peter M. Friedman, General Counsel

DP-Resolution Approving Restated and Amended IGA with Wheeling to Form JETS (2017)

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the "**Agreement**") is made and entered into as of July 17, 2017 (the "**Effective Date**"), by and between the Village of Wheeling, an Illinois home rule municipal corporation ("**Wheeling**"), and the City of Des Plaines, an Illinois home rule municipal corporation ("**Des Plaines**"). (For convenience Wheeling and Des Plaines may be referred to individually as a "**Party**" and collectively as the "**Parties**.")

RECITALS

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

B. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

C. The Parties are home rule units of local government.

D. Pursuant to that certain "Emergency Dispatch Services Agreement" between the Village of Wheeling and the City of Des Plaines, dated July 14, 2014, ("**Dispatch Services Agreement**") Wheeling provides Des Plaines with emergency 911 call-answering and police dispatch services and Wheeling's Dispatch Center serves as Des Plaines' primary Public Safety Answering Point ("**PSAP**"); however, Wheeling and Des Plaines currently maintain separate emergency telephone system boards.

E. Public Act 99-0006 of the Illinois General Assembly amended the Emergency Telephone System Act, 50 ILCS 750/0.01, *et seq.* ("**Act**") to require any municipality whose PSAP is located outside of its jurisdiction to consolidate its Emergency Telephone System Board ("**ETSB**") with the ETSB of the community in which its PSAP is located not later than July 1, 2017.

F. Wheeling has offered to consolidate its ETSB with Des Plaines' ETSB and to continue to provide 911 emergency call-answering and police dispatch services through Wheeling's Emergency Dispatch Center in accordance with the terms and conditions set forth herein.

G. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board.

H. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police (ISP), and

provides that the Administrator will distribute surcharge revenues to joint emergency telephone system boards.

I. The Corporate Authorities of Wheeling and Des Plaines have determined that forming a joint emergency telephone system board and providing 911 emergency call-answering and dispatch services to their constituents in a unified manner is in the best interest of the Parties, their residents, and the general public's health, safety, and welfare.

J. The Parties desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above. The joint emergency telephone system board shall be known as the "Wheeling Joint ETSB".

K. The Parties entered into that certain "Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board" on April 30, 2017 ("**Original JETSB Agreement**") and submitted an executed copy of the same to the Statewide 9-1-1 Administrator.

L. The Administrator requested that the Parties amend the Original JETSB Agreement prior to consolidation, to clarify the procedures for approval of expenditures from the Emergency Telephone System Fund and ensure compliance with the Act, as amended.

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

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are material to this Amended and Restated Agreement and are incorporated herein as if set forth in full.

Section 2. Definitions; Rules of Construction; Effect.

A. **Definitions.** Whenever used in this Amended and Restated Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Administrator" means the office of the Statewide 9-1-1 Administrator, a division of the Illinois State Police.

"Dispatch Center" means Wheeling's Emergency Dispatch Center, located at 1 Community Blvd, Wheeling, Illinois.

"Corporate Authorities" means the Village President and Board of Trustees of Wheeling and the Mayor and City Council of Des Plaines, respectively.

"Effective Date" means the date set forth in the first paragraph of the first page of this Amended and Restated Agreement.

"ETSB" means Emergency Telephone System Board, as defined in Section 50 ILCS 750/2 of the Act.

"Fund" means the Emergency Telephone System Fund that will be established by the Villages' JETSB for the purpose of receiving 911 surcharge revenue from the Administrator.

"JETSB" means the "Wheeling Joint ETSB," which will be a JESTB as defined in Section 50 ILCS 750/2 of the Act.

"System" means the communications equipment and related software applications comprising an enhanced 9-1-1 system that are necessary to allow the Dispatch Center to receive emergency calls emanating from within the Parties' jurisdictions and to properly dispatch a response from the appropriate Party's emergency public safety agency. The System is owned by the Village of Wheeling and shall remain in sole ownership of the Village of Wheeling after the creation of the Joint ETSB.

"Network Costs" means those recurring costs that directly relate to the operation of the 9-1-1 network as determined by the Statewide 9-1-1 Advisory Board, including, but not limited to, costs for interoffice trunks, selective routing charges, transfer lines and toll charges for 9-1-1 services, Automatic Location Information (ALI) database charges, call box trunk circuit (including central office only and not including extensions to fire stations), independent local exchange carrier charges and non-system provider charges, carrier charges for third party database for on-site customer premises equipment, back-up PSAP trunks for non-system providers, periodic database updates as provided by carrier (also known as **"ALI data dump"**), regional ALI storage charges, circuits for call delivery (fiber or circuit connection), NG9-1-1 costs, and all associated fees, taxes, and surcharges on each invoice. **"Network Costs"** shall not include radio circuits or toll charges that are other than for 9-1-1 services.

"Public Safety Answering Point" or "PSAP" means the initial answering location of an emergency call.

B. Rules of Construction.

1. **Grammatical Usage and Construction.** In construing this Amended and Restated Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. **Headings.** The headings, titles, and captions in this Amended and Restated Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Amended and Restated Agreement.

3. **Calendar Days.** Unless otherwise provided in this Amended and Restated Agreement, any reference in this Amended and Restated Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Amended and Restated Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

4. **Other Defined Terms.** Capitalized terms not defined in this Amended and Restated Agreement shall have the meanings set forth in the Act.

C. **Effect of Amended and Restated Agreement.** This Amended and Restated Agreement amends and replaces in its entirety the Original JETSB Agreement, which shall, as of the Effective Date of this Amended and Restated Agreement, be of no further force and effect.

Section 3. Dispatch Services Agreement. The Parties expressly acknowledge and agree that the Dispatch Services Agreement remains in full force and effect, and is not amended, modified, or superseded in any way by this Amended and Restated Agreement. To the extent that there are any conflicts between the provisions of the Dispatch Services Agreement and this Amended and Restated Agreement, the provisions of the Dispatch Services Agreement, as the same may be amended from time to time, shall prevail.

Section 4. Creation of JETSB.

A. Effective July 1, 2017, (the "**Commencement Date**"), the Parties shall establish a JETSB known as the Wheeling Joint ETSB. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act, the Corporate Authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system board, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the plan of consolidation to which this Amended and Restated Agreement pertains by the Administrator.

B. The Parties agree to cooperate and coordinate the preparation and submission of a plan of consolidation ("**Consolidation Plan**") for the JETSB to be submitted to the Administrator in compliance with Title 83, Chapter IV of the Illinois Administrative Code (the "**Rules**"). The Parties agree and acknowledge that the creation and operation of the JETSB and the occurrence of the Commencement Date are specifically contingent upon the approval of the Consolidation Plan and the issuance of an Order of Authority to operate the System for the benefit of all Parties by the Administrator.

Section 5. JETSB Composition.

A. Each Party shall have three permanent members of the JETSB (each, a "**Board Member**"), who shall respectively be the Fire Chief, Police Chief, and Finance Director of each Party.

B. Each Board Member may designate an alternate (each, an "**Alternate**") to attend regular and special Board meetings on his/her behalf, with the same voting power as the JETSB Member.

C. At the first meeting of the JETSB in each calendar year, the JETSB shall elect a Chairman from among its members, who shall preside over all JETSB meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the JETSB shall elect a temporary chair to preside over the meeting.

D. At the first meeting of the JETSB in each calendar year, the JETSB shall elect a Secretary from among its Members, who shall be responsible for keeping the JETSB's records and for taking minutes of all JETSB meetings. The term of the Secretary shall be one year.

E. The JETSB's fiscal year shall be from January 1 to December 31.

Section 6. Board Powers.

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

- A. Maintaining control over the Fund, defined in Section 8 hereof, including:
 - 1. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, and from any other source, for deposit into the Fund, as defined in Section 8 herein; and
 - 2. Authorizing all disbursements from the Fund pursuant to Section 8 of this Amended and Restated Agreement.
- B. Planning and maintaining the System, defined herein. On behalf of the JETSB, Wheeling shall exercise these powers pursuant to the Dispatch Services Agreement, including:
 - 1. Planning the System;
 - 2. Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems and maintenance of a Master Street Address Guide database that meets the requirements of Section 15.4(d) of the Act;
 - 3. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the System;
 - 4. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services; and
 - 5. Preparing all annual reports required to be provided to the Statewide 9-1-1 Administrator or any other government agency pursuant to the Act.
- C. Any other powers conferred upon the JETSB by the Act, as the same may be amended subsequent to the Effective Date of this Amended and Restated Agreement.

Section 7. Board Meetings.

- A. The JETSB shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, *et seq.* (the "OMA").
- B. Special meetings of the JETSB may be called by the Chairman or by any three Board Members.
- C. A majority of the Board Members or their designated alternates shall constitute a quorum for the transaction of all business by the JETSB.
- D. All meetings of the JETSB shall comply with the requirements of the OMA.
- E. A simple majority vote of all Board Members shall be required to pass any motion or resolution. In the event of a tie vote of the Board Members, the JETSB will refer the disputed

issue to the respective municipal managers of the Parties for discussion, consultation, and resolution.

F. Each Board Member shall be entitled to one vote on each matter of business considered by the JETSB.

G. No Board Member shall be permitted to vote by proxy, but designated alternates may vote in the stead of Board Members.

H. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.

I. The JETSB may adopt bylaws and additional rules of procedure it deems appropriate for conducting business.

J. Unless otherwise provided in rules of procedure adopted by the JETSB, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

Section 8. Joint Emergency Telephone System Fund and Distribution.

A. Effective on the Commencement Date and subject to the Administrator's approval of the Consolidation Plan, there shall be created a Joint Emergency Telephone System Fund (hereafter the "**Fund**") into which all 9-1-1 surcharge revenues and proportional grants received from the ISP (collectively, "**Remittances**") shall be deposited. If Remittances are directly received by, or paid directly to, the individual Parties, such funds shall either be transferred to the Custodian for deposit into the Fund or retained by the receiving party after the receipt of the Remittances recorded in a report to be formulated by the Parties.

B. The Wheeling Finance Director, as *ex officio* Wheeling Treasurer, shall act as the treasurer and custodian of the Fund (the "**Custodian**").

C. No expenditures may be made from the Fund except upon direction of the JETSB by resolution passed by a simple majority of all Board Members. The Parties agree that at the Board's regular meetings, the Board will, in addition to any other business, consider Parties' requests for disbursements made in accordance with Section 8.D hereof.

D. The Parties have agreed that the preparation of resolutions and distributions made from the Fund shall occur as follows:

1. ISP will distribute Remittances to the Fund in accordance with the Act and any applicable administrative rules;
2. Remittances will be accounted for and distributed to each Party according to each Party's jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time;
3. The Custodian shall account for, and report to the JETSB, Remittances collected by the JETSB and attributed to each Party;

4. At any meeting of the Board, a Party may request disbursements of Remittances from the Fund to be used in satisfaction of allowable expenditures under the Act ("**Allowable Expenditures**") for which the requesting Party has legally obligated itself as of the date of the disbursement request. No later than 10 days prior to the Board meeting, a requesting Party shall submit to the Custodian a certified statement detailing the nature and amounts of such Allowable Expenditures for which disbursement is sought, together with supporting documentation concerning such Allowable Expenditures ("**Supporting Documentation**"), the sufficiency of which shall be determined by the Custodian. Such Supporting Documentation may include, without limitation, approved and executed contracts and/or purchase orders, paid invoices, other documents or reports that show the cost of personnel attributable directly to the operation of the System, and other documents and reports that show the amount of transfers made to a capital equipment replacement fund to provide for the future replacement of equipment related to the operation of the System. The Board shall consider and act upon all such requests properly submitted.
5. At its first meeting during any fiscal year, the Board may adopt resolutions approving disbursements to each Party for Allowable Expenditures. Such resolutions shall authorize the Custodian to disburse said amounts to each Party as Remittances attributable to that Party are received and deposited in the Fund, without further action by the Board during that fiscal year, subject to Section 8.D.7, below.
6. The JETSB shall only be required to distribute Remittances to a Party that are actually attributable to that Party, and shall not be responsible for any shortfall between projected revenues and Remittances actually received from the ISP.
7. No Party shall be entitled to receive any disbursement in excess of the balance held in the Fund that is attributable to that Party at the time of its request for disbursement.
8. Moneys other than Remittances that are related to the operation of the System and properly received by the JETSB, including, but not limited to special grant funds, shall be placed in the Fund and disbursed pursuant to resolution of the JETSB. Grant funds dedicated to the operation of the System shall in no way effect the ownership of the System which is and shall remain solely owned by the Village of Wheeling throughout the term of this Amended and Restated Agreement, as may be amended from time to time.
- K. As of the Commencement Date, if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional Remittances directly from the State of Illinois, that Party shall provide a written accounting of such funds to the Custodian, but shall not be required to transfer such moneys to the Fund for redistribution.
- L. Each Party and Subsequent Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the JETSB upon ten business days' notice to the

Custodian. The Custodian will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit.

- M. The Custodian shall maintain detailed books and records related to Remittances and other grants received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Department of State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the JETSB shall cooperate fully with any such review or audit.

Section 9. Entry and Termination.

A. Each municipality or county that becomes a party to this Amended and Restated Agreement after the Effective Date hereof (each, a "***Subsequent Party***") shall be entitled to representation on the JETSB in the same manner as described in Sections 5.A. and 5.B. of this Amended and Restated Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party.

B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a "***Subsequent Party Application***") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of a simple majority of all Board Members or their alternates, whether to admit the applying entity as a Subsequent Party. Each Party and Subsequent Party delegates to its respective Board Members the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 9.B.

C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into and maintain in effect an agreement pursuant to which Wheeling shall provide dispatch services to that Subsequent Party, similar in form and scope to the Dispatch Services Agreement.

D. Any Party or Subsequent Party may terminate its status as such and withdraw from the JETSB by providing at least three hundred sixty-five (365) days written notice to the Custodian stating its effective withdrawal date and identifying the ETSB or JETSB that such Party or Subsequent Party will join upon termination and withdrawal from the JETSB. Notwithstanding the foregoing, if applicable law is amended such that the Parties' or Subsequent Parties' participation in a joint emergency telephone system board is no longer required, then any Party or Subsequent Party may terminate its status as a Party or Subsequent Party and withdraw from the JETSB upon thirty (30) days written notice to the Custodian, and without the need to identify any other ETSB or JETSB that it intends to join, subject to approval by the ISP.

E. Any Party or Subsequent Party that terminates its status and withdraws from the JETSB, shall, after the effective date of the withdrawal, receive a final distribution from the Fund

in proportion to its remaining balance of funds in the Fund and any additional Remittance received from the ISP allocable to that Party or Subsequent Party. Such distribution shall be made in accordance with Section 8 of this Amended and Restated Agreement and any other Board rules and procedures with respect to Fund expenditures.

F. Upon expiration or termination of Des Plaines' Dispatch Services Agreement or any Subsequent Party's similar agreement with Wheeling, the JETSB shall, by resolution, terminate that Party's or Subsequent Party's participation in the JETSB. In that event, the termination of that Party's or Subsequent Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB and approval by the Administrator.

In the event that this Amended and Restated Agreement is terminated pursuant to this Section 9, the Parties will cooperate and coordinate efforts to ensure that the disbursement of Remittances to the respective Parties and Subsequent Parties is not disrupted or misallocated.

Section 10. 9-1-1 Authority. The Parties acknowledge that Title 83, Chapter IV of the Illinois Administrative Code (the "**Rules**") sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Wheeling shall perform the functions of the "9-1-1 Authority" described in Parts 1325 and 1328 of the Rules. For all other purposes, the JETSB shall serve as, and perform the functions of, the "9-1-1 Authority" as referenced elsewhere in the Rules.

Section 11. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Amended and Restated Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Amended and Restated Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. Notices to the Parties and to the Custodian shall be addressed as follows:

Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090
Attention: Village Manager and Police Chief
Fax: 847-459-9692

With a copy to:

James V. Ferolo
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606
Fax: 312-984-6444

Notices and communications to Des Plaines shall be addressed to, and delivered at, the following address:

City of Des Plaines

1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Manager and Police Chief
Fax: 847-319-5451

With a copy to:

Peter M. Friedman
Holland & Knight
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603

B. Time of the Essence. Time is of the essence in the performance of this Amended and Restated Agreement.

C. Governing Law. This Amended and Restated Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Amended and Restated Agreement shall lie exclusively in the Circuit Court of Cook County, Illinois.

D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Amended and Restated Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Amended and Restated Agreement shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Amended and Restated Agreement to the greatest extent permitted by law.

E. Amendments and Modifications. No amendment or modification to this Amended and Restated Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.

F. Changes in Laws. Unless otherwise provided in this Amended and Restated Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

G. Authority to Execute. Each Party hereby warrants and represents to the other Party and Subsequent Parties that the persons executing this Amended and Restated Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Amended and Restated Agreement by any person shall be made, or be valid, against the Parties or Subsequent Parties.

I. Counterparts. This Amended and Restated Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

J. Effective Date. The Effective Date of this Amended and Restated Agreement shall be the date set forth in the first paragraph of this Amended and Restated Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Agreement as of the dates set forth below.


VILLAGE OF WHEELING

By _____
Village President

Attest _____
Village Clerk

CITY OF DES PLAINES

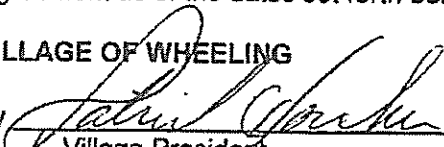
By  _____
Mayor

Attest  _____
City Clerk

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Agreement as of the dates set forth below.

VILLAGE OF WHEELING

By

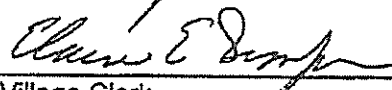

Village President

CITY OF DES PLAINES

By

Mayor

Attest


Village Clerk

Attest

City Clerk





Alternate Public Safety Answering Point Agreement



For 9-1-1 Emergency Communications

This agreement is made between the Wheeling-Des Plaines Joint ETSB and the Northbrook Police Dispatch Center for the purpose of effective handling and routing of E-9-1-1 and wireless 9 1-1 emergency calls for police/fire assistance.

Call Handling

When the volume of emergency calls at the Wheeling Police Public Safety Answering Point (PSAP) is such that an overflow of emergency calls is produced, the overflow of emergency calls, originating from the Village of Wheeling, will be transferred to the Northbrook Police Dispatch Center. The Northbrook Police Dispatch Center, located at 1401 Landwehr Rd, Northbrook, IL 60062, will serve as the backup Public Safety Answering Point, and will be utilized in the event that the primary Public Safety Answering Point becomes inoperable, providing the Northbrook Police Dispatch Center is physically capable of receiving such calls. It would then become the receiving center for all emergency public safety services provided to the Wheeling Police Public Safety Answering Point (PSAP).

When the Northbrook Police Dispatch Center receives the emergency call for service, originating from the Village of Wheeling, they will dispatch the call via talkgroup "Dispatch 1-WH" on the StarCom radio network (or via local radio channel "Wheeling Police" on the Wheeling Police 800 MHz backup radio network) to have an emergency unit respond to the call for assistance. The Northbrook Police Dispatch Center will transfer all fire calls to the Regional Emergency Dispatch (RED) Center. The Northbrook Police Dispatch Center will collect the appropriate information about the caller and transfer this information back to the Wheeling Police Public Safety Answering Point for the proper recording of this information.

Wheeling-Des Plaines Joint ETSB

Rocella M. Rodgers
Communications 9 1 1 Center Manager

Northbrook Police Dispatch Center

Robert Kujawa
Communications Supervisor



Alternate Public Safety Answering Point Agreement



For 9-1-1 Emergency Communications

This agreement is made between the Wheeling-Des Plaines Joint ETSB and Northwest Central Dispatch System for the purpose of effective handling and routing of E-9-1-1 and wireless 9-1-1 emergency calls for police/fire assistance.

Call Handling

When the volume of emergency calls at the Wheeling Public Safety Answering Point (PSAP) is such that an overflow of emergency calls is produced, a portion of the overflow of emergency calls, originating from the Village of Wheeling, will be transferred to Northwest Central Dispatch System. Northwest Central Dispatch System, located at 1975 E. Davis St., Arlington Heights, IL 60005, will serve as the backup Public Safety Answering Point, and will be utilized in the event that the primary Public Safety Answering Point becomes inoperable, providing Northwest Central Dispatch System is physically capable of receiving such calls. It would then become the receiving center for a portion of the emergency public safety services provided to the Village of Wheeling.

When Northwest Central Dispatch System receives the emergency call for service originating from the Village of Wheeling, they will transfer all police calls for service to the Northbrook Police Dispatch Center for dispatch. Northwest Central Dispatch System will transfer all fire calls to the Regional Emergency Dispatch (RED) Center. Northwest Central Dispatch System will collect the appropriate information about the caller and transfer this information back to the Wheeling Police Public Safety Answering Point for the proper recording of this information.

Wheeling-Des Plaines Joint ETSB

Rocella M. Rodgers
Communications 9-1-1 Center Manager

Date: June 30, 2017

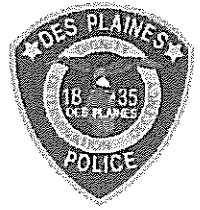
Northwest Central Dispatch System

John Ferraro
Executive Director

Date 6/30/2017



Alternate Public Safety Answering Point Agreement



For 9-1-1 Emergency Communications

This agreement is made between the Wheeling-Des Plaines Joint ETSB and the West Suburban Consolidated Dispatch Center for the purpose of effective handling and routing of E-9-1-1 and wireless 9-1-1 emergency calls for police/fire assistance.

Call Handling

When the volume of emergency calls at the Wheeling Public Safety Answering Point (PSAP) is such that an overflow of emergency calls is produced, the overflow of emergency calls, originating from the City of Des Plaines, will be transferred to the West Suburban Consolidated Dispatch Center. The West Suburban Consolidated Dispatch Center, located at 400 Park Avenue, River Forest, IL 60305, will serve as the backup Public Safety Answering Point, and will be utilized in the event that the primary Public Safety Answering Point becomes inoperable, providing the West Suburban Consolidated Dispatch Center is physically capable of receiving such calls. It would then become the receiving center for all emergency public safety services provided to the City of Des Plaines.

When the West Suburban Consolidated Dispatch Center receives the emergency call for service originating from the City of Des Plaines, they will dispatch the call via local radio channel "Des Plaines" on the Cook County Radio Network 10 the Des Plaines Police Department and an emergency unit will respond to the call for assistance. The West Suburban Consolidated Dispatch Center will transfer all fire calls to the Regional Emergency Dispatch (RED) Center. The West Suburban Consolidated Dispatch Center will collect the appropriate information about the caller and transfer this information back to the Des Plaines Public Safety Answering Point for the proper recording of this information.

Wheeling-Des Plaines Joint ETSB

A handwritten signature in black ink, appearing to read "Rocella M. Rodgers".

Rocella M. Rodgers
Communications 9-1-1 Center Manager

Date: April 30, 2017

West Suburban Consolidated
Dispatch Center

A handwritten signature in black ink, appearing to read "Brian Staunton".

Brian Staunton
Executive Director

Date 4-30-17