

6-C-157
2/27/17

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

911 GENERAL INFORMATION

DATE:

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
Gurnee ETSB	31295	65
Zion ETSB	24413	10
	55708	75
System Name after Consolidation: NorthEast Lake County Consolidated ETSB		

[illegible]

911 System Contact: Chris Velkover ETSB Chairman

Street Address: 325 North O'Plaine Road

City, State and Zip Code: Gurnee, Illinois 60031

Office Telephone: (847) 599-7531

Cellular Telephone: _____

Email: ChrisV@village.gurnee.il.us

Wireless Coverage for Consolidated System:

100 % Phase II compliant

100 % Phase I compliant

Please check if applicable:

NG9-1-1 capable

Receive 9-1-1 Text

Receive 9-1-1 Video

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:

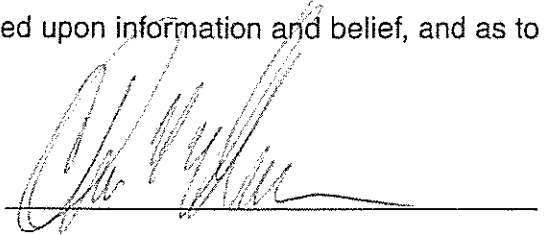
General Information	Contact and 9-1-1 System information.
Plan Narrative	A detailed summary of the changes in the proposed system's operation.

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.

VERIFICATION

I, Chris W. Velkover, first being duly sworn upon oath, depose and say that I am Chairman, of Gurnee ETSB; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.



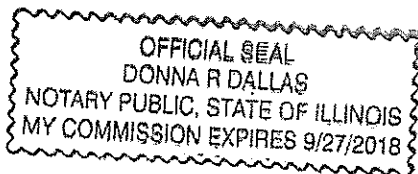
Chris W. Velkover, Gurnee ETSB Chairman

Subscribed and sworn to before me

this 24 day of February, 20 17.



NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

February 22, 2017
(Date)

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

AT&T
(9-1-1 System Provider Company Name)

4918 W. 95th Street
(Street Address)

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

Dear Lisa Wirtanen:

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

Sincerely,

(Name)
(Title)

enclosure: Consolidation Plan

Kristina M. Kovarik
Mayor

100 North O'Plaine Road
Gurnee, Illinois 60031-2630
www.gurnee.il.us

DEPARTMENT OF POLICE



Kevin M. Woodside
Chief of Police

Administration 847.599.7050
Communications 847.599.7000

AT&T
Attn: Lisa Wirtanen
4918 W. 95th Street
Oak Lawn, IL 60453

February 22, 2017

To: Lisa Wirtanen

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

Sincerely,

Kevin M. Woodside
Chief of Police

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. Motorola 7500 radio system (operational on STARCOMM21), Intrado 9-1-1 system	<input checked="" type="checkbox"/> STARCOMM21 <input type="checkbox"/> STARCOMM21 ITTF channels only <input type="checkbox"/> Other, explain below
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="" 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="" 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="" 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="" type="checkbox"/> Yes <input type="checkbox"/> No
14a. Explain all aspects of the database, i.e., how often is it updated, where is it located, etc. Existing database will be updated in the same manner, using procedures already in place. Intrado (West) will continue to be the database vendor/provider	
15. 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. AT&T, is the system provider for the 911 system. The system continues to use CAMA trunks. Intrado Viper CPE is next generation capable.	

(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:

See attached narrative "CONSOLIDATION PLAN FOR VILLAGE OF GURNEE AND CITY OF ZION"

Narrative Plan:

See attached narrative "CONSOLIDATION PLAN FOR VILLAGE OF GURNEE AND CITY OF ZION"

CONSOLIDATION PLAN FOR VILLAGE OF GURNEE AND CITY OF ZION

The consolidation is being requested by the Village of Gurnee and City of Zion to combine its E911 dispatch centers. Both agencies have entered into an intergovernmental agreement to combine their existing E911 PSAPs (Public Safety Answering Points) into a consolidated PSAP. To accomplish this consolidation, Zion E911 will close its current dispatch center and move its dispatching and emergency telephone answering positions to Gurnee's current E911 site. The consolidated dispatch center will provide E911 call handling and emergency communications for the following agencies:

- Village of Gurnee
 - Gurnee Police Department
 - Gurnee Fire Department
- Warren Waukegan Fire Protection District
 - Gurnee Fire Department
- Newport Fire Protection District
 - Newport Fire Department
- Beach Park Fire Protection District
 - Beach Park Fire Department
- City of Zion
 - Zion Police Department
 - Zion Fire Department

The Village of Gurnee is currently under contractual agreements with the Newport Fire Protection District and Warren Waukegan Fire Protection District to supply E911 dispatching services for the fire protection districts. Beginning May 1, 2017, the Village will begin a contractual agreement with the Beach Park Fire Protection District to supply E911 dispatching services.

Gurnee is a community of 31,295 and is bordered on much of its northern, eastern, and southern boundaries by Waukegan. Park City is enveloped by Gurnee and Waukegan. Unincorporated areas border the Village on most of the northern and western boundaries. The expanded area for the Gurnee and Newport Fire Departments have the center providing fire and EMS dispatching for a larger population than is recorded for the Village of Gurnee.

Zion is a community of 24,409 and is bordered on the north by Winthrop Harbor. Much like Gurnee, unincorporated areas surrounding the City require coordination with the Lake County Sheriff's Office. The City of Zion also, on occasion, coordinates with Pleasant Prairie, Wisconsin, as Zion's northern border is on the Wisconsin state line.

Utilizing one call center instead of the two will reduce the number of transferred calls between the above-mentioned agencies where there is overlap in coverage. By operating one call center for these agencies, there will be dispatching efficiencies realized and there will be a long-term savings in infrastructure costs.

Gurnee and Zion will form a Joint ETSB to be known as The Northeast Lake County Consolidated E9-1-1 Emergency Telephone System Board. The board will be comprised of nine (9) total members. Each party will have at least one active member from each of its fire and police departments on the board. Other board members will be represented based on a proportional formula of 9-1-1 surcharge revenue.

CONSOLIDATION PLAN FOR VILLAGE OF GURNEE AND CITY OF ZION

City and Village ordinances have been approved by the City of Zion and the Village of Gurnee for the establishment of this JETSB. The City of Zion has done the same.

The Gurnee E911 center is located in the Gurnee Police Station. When the center was initially constructed in 2003, the NFPA 1221 standards were used by the architect. The dispatch center is on the first floor of the facility and is secured from outside access. Employees must enter through a secure entry once they have entered the main lobby of the building. The center is equipped with Xybix dispatch consoles. Using this same console brand, there is room for expansion within the current footprint of the center.

Telephones are answered with a West (Intrado) VIPER system for 9-1-1 lines and a Cisco Unified Communications Manager system for administrative lines. The West (Intrado) VIPER system can be expanded to handle additional 9-1-1 trunks and 10-digit emergency lines to be relocated from the current Zion PSAP. All split exchanges will continue to operate in the same manner as they do today. Address errors will continue to be corrected and updated in the same way they are done today and through West (Intrado). The dispatch center is currently working with AT&T and is undergoing line busy studies. The data for the system will be updated and maintained daily and will be the responsibility of the Communications Supervisor. To ensure the integrity of the 9-1-1 system, the 9-1-1 network is separated by a firewall and access control rules. The security is treated in a manner consistent with other Criminal Justice Systems.

The CAD/Mobile/RMS utilizes a suite of applications from Public Safety System Incorporated (PSSI). The system also supports AVL and Field Based Reporting functionality and is interfaced to LEADS/NCIC. The CAD/Mobile/RMS has been modified to prepare for providing multi-jurisdictional dispatching functionality. In addition, the existing 9-1-1 and CAD systems include the ability to transition to NG911 when the ESI Net and other NG911 components are available.

The radio system has recently been upgraded to the current generation Motorola MCC7500 including integration with the StarCom21 radio system and is equipped with an AIS Server for interface to IP capable logging equipment already in place. The Logging recorder is a DSS Equature recording system and performs both analog and IP recording. The communications center also has an active alarm board function utilizing the SIS alarm monitoring system provided by ADT and AES Wireless alarm interfaces. The center has several video system feeds which are integrated into a collection of screens easily viewed by employees on duty. The video feeds provide access to the security cameras at the Gurnee police and fire stations, the Lake County Department of Transportation PASSAGE traffic system, and the AVL system. The entire center is fully supported by generator power and critical systems are also protected with UPS systems. A 180' monopole radio tower is located onsite with an adjacent radio equipment room supported by the same generator and UPS systems. All facilities, spaces, and rooms have capacity to add additional equipment necessary for supporting the additional agencies. No other 9-1-1 authorities will be sharing the equipment utilized in the Gurnee Communications/Police Department at this time.

The Consolidated center will be staffed 24 hours per day, 7 days a week, without exception. The six operator positions will have ANI/ALI capability, along with TTY services provided in the form of text messaging through the VIPER system. The procedure is seamless to the calling party regardless of the communications method used (voice vs TTY). The Gurnee center meets all standards required of a 911 PSAP.

CONSOLIDATION PLAN FOR VILLAGE OF GURNEE AND CITY OF ZION

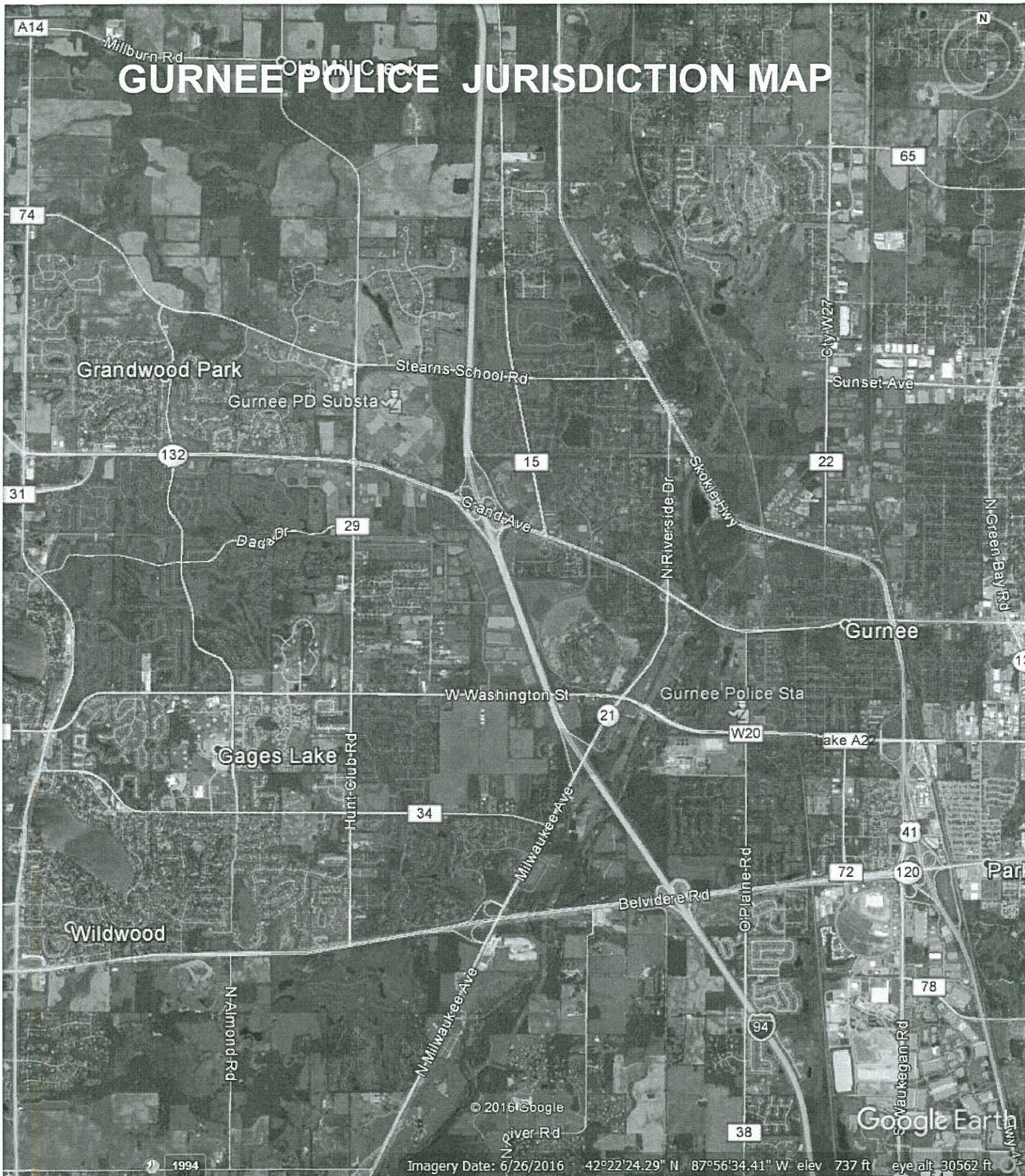
Telecommunications operators will enter the call information into the CAD system. The CAD will validate the call/incident location and display recommended response units, prior call history, known hazards, and other appropriate information. The unit assignment will then be transmitted to the responding agencies via radio frequency, telecommunications circuits, and/or mobile data computer. The telecommunications operators will continue to transfer any misdirected E911 calls to adjacent agencies using the West/Intrado VIPER Star codes. The system forwards ANI/ALI information to the receiving agency. Gurnee staff will gather critical information from the caller, to include callback information, prior to initiating the call transfer to ensure the appropriate response is completed. Radio communications, as necessary, will continue to be available with the adjacent agencies.

All Telecommunications Operators providing police and fire services are trained following the Association of Public-Safety Communications Officials International, Inc. (APCO) guidelines to meet or exceed the standards as defined with the Illinois Administrative Code section 83 part 725. Each telecommunications operator is trained and certified by ICJIS in the operation of the LEADS/NCIC system. All EMS related calls are processed with the Priority Dispatch EMD protocols and procedures, as well as all telecommunicators being certified through this system. The operations manual from each agency will be consolidated from the current set of orders to a single set.

The Gurnee communications center will continue to operate as the backup and overflow PSAP for the Waukegan Communications center. Gurnee will backup and take overflow calls from the Waukegan Communication center in the event of a system fail that renders the agency unable to function as an E911 center.

Due to the consolidation with the City of Zion, the Village of Gurnee has agreed to become the Village of Winthrop Harbor's backup PSAP. The City of Zion is currently the backup PSAP for Winthrop Harbor, but due to the consolidation that arrangement will no longer be possible.

GURNEE POLICE JURISDICTION MAP



Zion

Beach Park

Google Earth

Image © 2016 TamaMeIncs

Imagery Date: 6/26/2016 42°27'50.49" N 87°51'01.40" W elev 693 ft eye alt 27935 ft

FIRE JURISDICTION BOUNDARIES



©2016 Google
Image © 2016 TerraMetrics
Image NOAA

North Google Earth

Imagery Date: 6/26/2016 42°24'47.51" N 87°54'17.48" W elev 597 ft eye alt 10.62 mi

FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved	Total Reserves to be transferred to the Joint ETSB
Gurnee ETSB	\$ 0.00
Zion ETSB	\$ 0.00

Dispatch Staff and Positions

- 10 Number of answering positions prior to the consolidation (total for all entities)
- 6 Number of answering positions in the consolidated system
- 21 Number of full time dispatchers/call takers prior to the consolidation (total for all entities)
- 18 Number of full time dispatchers/call takers in the consolidated system
- 6 Number of part time dispatchers/call takers prior to the consolidation (total for all entities)
- 5 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:

\$ 0.00 0 %

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

\$ 0.00 0 %

9-1-1 Network Cost (per year)

- | | |
|------------------------------------------------------------------|--------------|
| a) Total network cost for each entity prior to the consolidation | \$ 50,846.00 |
| b) Total network cost of consolidated system | \$ 36,319.00 |
| c) Net change in network costs: | \$ 14,527.00 |

If no cost savings in network please explain:

*9-1-1 System Provider Network Costs, paid for by State of Illinois are shown above
Total network cost of the consolidated system is estimated using anticipated Trunk Count changes applied as percentage across current Trunk Counts

**Regarding Personnel - No salaries are paid from the ETSB funds, all salaries are paid from the Village's Operating Budget

FINANCIAL INFORMATION

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

Network Cost	Estimated Amount (per year)
ILEC/CLEC Costs	\$ 36,319.00
	\$
	\$
	\$
	\$
	\$

Other Consolidation Cost

PSAP, CPE, CAD Equipment, logging recorders	\$ 168,147.00
MSAG and Mapping Development or changes	\$ 0.00
Radio Consoles	\$ 201,758.00
Construction or Remodel of PSAP	\$ 52,231.50
Personnel	\$ 0.00
Other (Please place total amount in the blank at the right and explain below).	\$ 97,370.00
iXP Consulting Services	

Recurring and Nonrecurring Cost (per year)

Estimated nonrecurring cost for consolidation	\$ 519,506.50
a) Recurring costs prior to consolidations (all entities)	\$ 387,588.00
b) Proposed recurring cost for consolidated system	\$ 305,696.00
c) Net change in recurring costs: a – b = c	\$ 81,892.00
Revenue (per year)	
Projected surcharge revenue	\$ 506,771.00
Projected revenue from local governments	\$
Projected revenue from other sources (grants)	\$
Revenue in reserves	\$ 0.00
Total Revenue	\$ 506,771.00

FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION PLAN

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

Narrative:

See attached 5 Year Plan for Consolidated PSAP and 5 Year 9-1-1 Financial Planning Worksheet

5 Year Plan for Consolidated PSAP - Village of Gurnee and City of Zion

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

One-time costs related to consolidation are expected to be completed during FY 16-17 and FY 17-18. The estimated annual expenditures starting with FY 18-19 average \$476,000 for a five-year period. Joint ETSB revenues are estimated at \$506,771. Including inflation, and making allowance for unanticipated expenditures, revenues and expenditures should balance in the long-term.

During the 2017 calendar year, one-time consolidation costs are estimated to exceed the available combined ETSB fund balances. This will be addressed with a combination of General Fund Expenditures and potential Consolidation Grant funds. In the absence of outside funding, the expenditures contemplated in the 5-year financial plan will have to be curtailed, or delayed, because of consolidation. Any curtailing of funds would be to the detriment of the consolidated operation.

Operationally, the Joint ETSB PSAP will provide dispatch services for multiple agencies (listed in the application) and will continue to pursue consolidation partners which provide long-term advantages. Potential partners will be evaluated for long term fiscal viability along with functional/operational compatibility. Preliminary conversations are ongoing with several adjacent agencies, including both Police and Fire operations. The Gurnee PSAP has a long-standing relationship with the Newport Fire Department, and a services contract with the Beach Park Fire Protection District. The Gurnee and Waukegan PSAPs are reciprocal backup facilities. The proposed consolidation reduces the overall number of backup facilities required and removes size limitations for smaller backup centers.

The Zion Police and Fire agencies will move to the Gurnee CAD system, resulting in improved interoperability and reduced operating costs. Remote video monitoring for both Gurnee and Zion locations will be provided. Additional cost sharing opportunities are being explored for areas such as Police Records Management, Mass Notification Systems, and LEADS connectivity.

Looking specifically at Fire and EMS, the consolidated ETSB PSAP is well positioned to provide service to the clear majority of the geographic area of the northeast Lake County. The high percentage of Mutual Aid calls among NE Lake County Fire Agencies are better served by a consolidated dispatch operation.

Regarding staffing and personnel, the proposed consolidated center provides for positional dispatching whereby operators can focus on specific agencies or disciplines. This reduces the number of radio frequencies monitored by each operator in comparison to current procedures. The consolidated PSAP allows for greater numbers of on shift personnel to handle large scale events, while also reducing overall headcount from the non-combined centers. The

5 Year Plan for Consolidated PSAP - Village of Gurnee and City of Zion

proposed combined PSAP has console resources for Starcom 21, MABAS, and other frequencies in support of the well-established objective of increased radio interoperability.

The proposed system will include 6 fully operational dispatch positions (9-1-1 Answering, Radio Consoles, CAD Workstations), ten 9-1-1 Trunks (6 Wireless, 4 Wireline), 17 Full-Time Dispatchers, two working Shift Leaders, and several Part-Time Dispatchers. Long-term plans include the evaluation of a third Shift Leader position and increased specialization in areas such as hiring, training, public education, APCO/NENA/IL-TERT participation. The Gurnee Police Station (which hosts the center) also provides a large classroom facility which can be utilized for regional training activities.

See attached 9-1-1 Financial Planning Worksheet for 5 year Financial Projections

Description	Departments	Fund(s)	E16B (0-1-1)			FY 2016		FY 2017		FY 2018		FY 2019		FY 2020		FY 2021		FY 2022	
			Total Estimated Cost	Estimated Portion	Share	Total	0-1-1	Total	0-1-1	Total	0-1-1	Total	0-1-1	Total	0-1-1	Total	0-1-1	Total	0-1-1
0.1 Consolidation Consultant (XP)	IS, Comm, 011	101, 203	\$ 117,370	\$ 117,370	100%	\$ -	\$ -	\$ 69,550	\$ 69,550	\$ 27,820	\$ 27,820	\$ 20,000	\$ 20,000						
0.2 Metro Ethernet Connection (Zion PD <-> Guerne PD)	011 203		\$ 78,055	\$ 78,055	100%			1,655	1,655	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
0.2 ISP Charges (011 portion for Verizon MDC Backhaul)	011 203		\$ 21,500	\$ 22,875	25%			1,500	375	18,500	4,500	18,000	4,500	18,000	4,500	18,000	4,500	18,000	4,500
0.3 Motorola Console & Voicing System Maintenance	011 203		\$ 184,118	\$ 184,118	100%			8,767.50	8,768	35,070	35,070	35,070	35,070	35,070	35,070	35,070	35,070	35,070	35,070
0.3 Westlake Viper 911 Answering Equipment Maintenance	011 203		\$ 207,318	\$ 207,318	100%			41,463	41,463	41,463	41,463	41,463	41,463	41,463	41,463	41,463	41,463	41,463	41,463
0.3 CAD Maintenance	011 203		\$ 505,888	\$ 505,888	100%	\$ 59,540	\$ 59,540	62,515	62,515	60,645	60,645	73,127	73,127	70,184	70,184	80,823	80,823	84,854	84,854
0.3 Network Maintenance (011)	011 203		\$ 35,028	\$ 35,028	100%	\$ 3,800	\$ 3,800	3,800	3,800	5,000	5,000	5,250	5,250	5,513	5,513	5,785	5,785	6,078	6,078
0.3 Logging Recorder Maintenance	011 203		\$ 32,000	\$ 32,000	100%	\$ -	\$ -	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500
0.3 NetClock Maintenance	011 203		\$ 7,735	\$ 7,735	100%	\$ 950	\$ 950	998	998	1,047	1,047	1,100	1,100	1,155	1,155	1,212	1,212	1,273	1,273
0.3 Other Software Maintenance (GIS, MS, NetMotion, Backup)	011 203		\$ 89,768	\$ 89,768	100%	\$ 11,025	\$ 11,025	11,518	11,518	12,155	12,155	12,703	12,703	13,401	13,401	14,071	14,071	14,775	14,775
0.3 XYBX Maintenance	011 203		\$ 55,690	\$ 28,345	50%	\$ 8,000	\$ 4,000	8,000	4,000	9,000	4,500	9,000	4,500	9,000	4,500	9,000	4,500	9,000	4,500
0.3 UPS Maintenance	011 203		\$ 44,835	\$ 22,418	50%	\$ 17,667	\$ 8,849	17,667	8,849	18,133	9,067	18,600	9,300	19,067	9,533	19,533	10,000	10,000	10,000
0.3 Liebert HVAC Maintenance	011 203		\$ 42,000	\$ 21,000	50%	\$ 8,000	\$ 4,000	8,000	4,000	8,000	4,000	8,000	4,000	8,000	4,000	8,000	4,000	8,000	4,000
1.0 Metropolitan Area Network (MAN)																			
1.2 - Firewall / IDS / IPS / DMZ / Mgmt Equipment	AR	011	\$ 28,500	\$ 7,125	25%			8,000	2,250	10,500	4,875								
1.8 - MAN Links - Wireless - Zion PD Connection, Waukegan (Cur)	AR	011	\$ 85,000	\$ 85,000	100%			10,000	10,000	15,000	15,000								
1.9 - Routers / Firewall (Zion PD Link)	AR	011	\$ 49,000	\$ 49,000	100%			49,000	49,000										
2.0 Police Station Core Switch Expansion / Replacement	PD, Comm, 011	203, 304	\$ 12,500	\$ 3,125	25%									12,500	3,125				
3.0 Server Virtualization																			
3.3 Virtualization Server Environment - @PD (incl CAD)	011, Comm	203, 101	\$ 58,000	\$ 21,500	25%	\$ 38,000	\$ 9,000					7,500	1,875			42,500	10,625		
17.0 Notification Systems																			
17.01 - Connect CJY	AR		\$ 158,200	\$ 66,414	42%	\$ 22,000	\$ 9,492	22,000	9,492	22,000	9,492	22,000	9,492	22,000	9,492	22,000	9,492	22,000	9,492
17.02 - Code Red																			
17.2 - Sierra / WeatherWan	203		\$ 8,050	\$ 8,050	100%	\$ 1,150	\$ 1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150
17.4 - Hplink SMG Secure Messaging App / Gateway	011, AR	203, 101	\$ 55,000	\$ 27,500	50%							\$ 55,000	\$ 27,500						
20.0 AV Audio Visual Systems																			
Police Station / Comm Center																			
21.2 - Digital Video Switching & Control System for Police Station	PD, Comm	304	\$ 104,068	\$ -	0%	\$ 34,754	\$ -	\$ 11,854	\$ -	\$ 27,500	\$ -	\$ 30,000	\$ -						
30.0 Facilities																			
30.1 Equipment Security & Environmental Monitoring	PD, PW, VH	101	\$ 13,400	\$ -	0%					\$ 2,500	\$ -	\$ 2,500	\$ -			\$ 10,000	\$ -		
32.1 Police Access Control System (Staircase / Stairway)	PD	304	\$ 60,750	\$ -	0%	\$ 5,262	\$ -		\$ -	\$ 35,500	\$ -		\$ -	\$ 20,000	\$ -		\$ -		
32.2 Police Access Control System (Doors & Locks)	PD	304	\$ 65,000	\$ -	0%				\$ -	\$ 45,000	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -		\$ -		
32.3 Police Station / Comm Center AV UPS Power Retrofit	011, PD	203, 304	\$ 185,000	\$ 82,500	50%							\$ 15,000	\$ 7,500	\$ 75,000	\$ 37,500	\$ 75,000	\$ 37,500		
32.4 Police Station / Comm Center UPS Capacitor Replacement	011, PD	203, 304	\$ 9,000	\$ 4,500	50%					\$ 8,000	\$ 4,000								
33.1 Comm Center Lighting Changes	011, PD	203, 304	\$ 19,003	\$ 9,502	50%	\$ 5,003	\$ 2,502	7,500	3,750	\$ 4,000	\$ 2,000	\$ 2,500	\$ 1,250						
33.2 Comm Center Furniture	011, PD	203, 304	\$ 122,517	\$ 70,517	58%			\$ 70,517	\$ 70,517	\$ 52,000	\$ -								
34.1 Fire Station Meeting	011, PD	203, 101	\$ 35,000	\$ -	0%									\$ 35,000					
35.1 EOC Cabling / Radio, Data, Voice Comm Continuity	011, PD, FD	203, 304	\$ 30,000	\$ -	0%							\$ 15,000				\$ 15,000			
37.1 Pembroke Tower Mounting / Enclosures / Backup Power	011, PD, FD, Utility	203, 304	\$ 0	\$ -	0%														
37.2 Northwestern Tower Generator / Backup Power	011, PD, FD, Utility	203, 304	\$ 25,000	\$ -	0%					\$ 20,000	\$ -								
40.0 CAD System																			
40.1 Zion PD / Zion FD / Expansion	203		\$ 57,000	\$ 57,000	100%			\$ 57,000	\$ 57,000										
40.2 BP FPD Expansion			\$ 45,270	\$ 45,270	100%			\$ 45,270	\$ 45,270										
40.3 LakeCo DOT CAD Interface	PD, Comm, 011	203	\$ 0	\$ -	0%														
40.4 eDispatch / Active911	203		\$ 9,800	\$ 9,800	100%	\$ 4,900	\$ 4,900	\$ 4,900	\$ 4,900										
40.5 CAD System Replacement / Consolidation (Set Aside)	011, Comm	203	\$ 600,000	\$ 600,000	100%							\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
42.0 Mobile Data Computers (MDCs)	0117	203	\$ 0	\$ -	0%														
42.1 - Police MDC Recurring Replacement	PD	203	\$ 216,000	\$ -	0%									\$ 216,000					
42.2 - Fire MDC Recurring Replacement	FD	203	\$ 84,500	\$ -	0%											\$ 84,500			
42.3 - Mobile Router Deployment	PD, FD	203	\$ 44,580	\$ -	0%			\$ 13,580	\$ 7,800			\$ 5,200	\$ 7,800			\$ 5,200		\$ 5,200	
LMR Radio Systems																			
Guerne Police 800 Radio System																			
45.1 Contracore Radio Dispatch Console Upgrades	011, Comm	203	\$ 570,000	\$ 570,000	100%	\$ 190,000	\$ 190,000	\$ 330,000	\$ 330,000										
45.2 Logging Recorder AIS Integration	011, Comm	203	\$ 120,000	\$ 120,000	100%									\$ 120,000	\$ 120,000				
45.3 K-Core to M-Core Change (T-Band)	011, Comm	203	\$ 55,000	\$ 55,000	100%									\$ 55,000	\$ 55,000				
46.0 E16 VHF Radio System																			
46.1 - Fire Freq / Radio / Voice System	FD, Comm	203	\$ 0	\$ -	0%														
46.2 - New Fire Band (Repeater / Voice Enhancements)	FD, Comm, 011	203, 101	\$ 0	\$ -	0%														
47.0 Zion Radio Consolidation	011, Comm	203	\$ 120,000	\$ 120,000	100%			\$ 65,000	\$ 65,000	\$ 69,000	\$ 69,000								
50.0 E11 Answering Equipment																			
50.1 New E11 Answering Equipment (IP Based)	011, Comm	203	\$ 240,999	\$ 240,999	100%	\$ 83,332	\$ 83,332	\$ 168,666	\$ 168,666										
50.2 Trunk & Call Delivery Equipment for Zion	011, Comm	203	\$ 35,000	\$ 35,000	100%			\$ 15,000	\$ 15,000	\$ 20,000	\$ 20,000								
50.3 NG-911 Transition	011, Comm	203	\$ 65,000	\$ 65,000	100%									\$ 65,000	\$ 65,000				
50.4 - Option 01 - CallManager Transition (Police)	PD, Comm, 011	304	\$ 65,008	\$ -	0%	\$ 65,008	\$ -												
55.0 E911 Logging Recorder	011, Comm	203	\$ 115,000	\$ 115,000	100%			\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000							\$ 95,000	\$ 95,000
65			\$ 5,096,437	\$ 3,829,705		\$ 555,002	\$ 391,440	\$ 1,111,058	\$ 1,058,091	\$ 695,051	\$ 406,718	\$ 574,873	\$ 423,185	\$ 1,021,898	\$ 650,883	\$ 646,468	\$ 423,300	\$ 610,888	\$ 470,117
						7 Year Avg		8 Year Avg		5 Year Avg		4 Year Avg							
						Annual		Annual		Annual		Annual							
						\$ 728,002		\$ 547,101		\$ 4,528,935		\$ 3,438,264		\$ 3,417,877		\$ 2,380,173		\$ 2,242,330	
						Average Annual:		Average Annual:		Average Annual:		Average Annual:							
						\$ 754,823		\$ 573,944		\$ 683,515		\$ 478,025		\$ 560,585		\$ 483,384			

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]

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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]

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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.

[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.

[illegible]

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

[illegible]

ATTACHMENTS

Ordinance - Documentation that supports the dissolution of the individual ETSB and its 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.

ORDINANCE

VILLAGE OF GURNEE

2016 - 86

AN ORDINANCE ESTABLISHING AND AUTHORIZING THE
OPERATION OF THE NORTHEAST LAKE COUNTY CONSOLIDATED
E9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF GURNEE, ILLINOIS

ON

December 19, 2016

Published in pamphlet form by authority of the Village Board of the
Village of Gurnee, Lake County, Illinois,
this 20th day of December, 2016.

KRISTINA KOVARIK	President	JEANNE BALMES	Trustee
ANDY HARRIS	Clerk	GREG GARNER	Trustee
BRYAN WINTER	Attorney	THOMAS HOOD	Trustee
		CHERYL G. ROSS	Trustee
		KAREN THORSTENSON	Trustee
		DON WILSON	Trustee

2016 - 86

**AN ORDINANCE ESTABLISHING AND AUTHORIZING THE
OPERATION OF THE NORTHEAST LAKE COUNTY CONSOLIDATED
E9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD**

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

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

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

WHEREAS, Gurnee operates a full service dispatch center located at 100 N. O'Plaine Road, Gurnee, Illinois (the "Dispatch Center"); and

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

WHEREAS, Zion has entered into a Dispatch Services agreement with Gurnee pursuant to which Gurnee will provide dispatch services to Zion; and

WHEREAS, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board; and

WHEREAS, the Village of Gurnee and the City of Zion have an emergency telephone system board, as defined in the Act, appointed by its corporate authorities; 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, as define therein; and

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

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

WHEREAS, the Village of Gurnee and the City of Zion have determined that it is their mutual best interests, and in furtherance of public health, safety, and welfare, to enter into this Agreement.

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

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

Section 2. The intergovernmental agreement to establish and operate a Joint 9-1-1 Authority, which shall be in substantially the form attached hereto and made a part of this ordinance by reference, is hereby approved.

Section 3. The Village President, Chief of Police, Village Administrator, and Village Clerk are authorized and directed to take all steps necessary to carry out the intent of this ordinance, including the execution, certification and submission of all documents related to the establishment of a joint emergency telephone system board ("JETSBB")

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

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

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

Passed this 19th day of December, 2016

	Ayes:	Nays:	Absent/Abstain:
Jeanne E. Balmes	<u>X</u>	<u> </u>	<u> </u>
Greg Garner	<u>X</u>	<u> </u>	<u> </u>
Thomas Hood	<u>X</u>	<u> </u>	<u> </u>
Cheryl G. Ross	<u> </u>	<u> </u>	<u>X</u>
Karen Thorstenson	<u>X</u>	<u> </u>	<u> </u>
Don Wilson	<u>X</u>	<u> </u>	<u> </u>

APPROVED:

By:



KRISTINA KOVARIK, Village President

Date:

12-19-16


ATTEST:

By:


ANDY HARRIS, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on December 19, 2016.

I hereby certify that the above ordinance was published in pamphlet form on the 20th day of December, 2016, as provided by law.


ANDY HARRIS, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

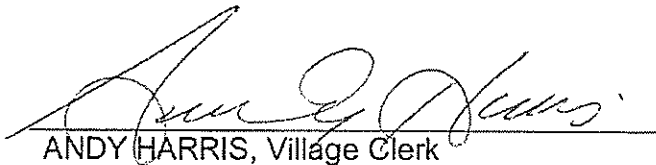
CERTIFICATE

I, ANDY HARRIS, certify that I am the duly elected and acting municipal clerk of the Village of Gurnee, Lake County, Illinois.

I certify that on the 19th day of December, 2016, the Corporate Authorities of such municipality passed and approved Ordinance 2016 - 86, entitled, "AN ORDINANCE ESTABLISHING AND AUTHORIZING THE OPERATION OF THE NORTHEAST LAKE COUNTY CONSOLIDATED E9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2016 - 86, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 20th day of December, 2016, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Gurnee, Illinois, this 20th day of December, 2016.


ANDY HARRIS, Village Clerk



**INTERGOVERNMENTAL AGREEMENT ESTABLISHING A
JOINT EMERGENCY TELEPHONE SYSTEMS BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered on as of January 1, 2017 (the "Effective Date"), by and between the Village of Gurnee an Illinois home rule municipal corporation ("Gurnee") and the City of Zion an Illinois municipal corporation ("Zion").

WITNESSETH:

WHEREAS, Gurnee operates a full service dispatch center located at 100 N. O'Plaine Road, Gurnee, Illinois (the "Dispatch Center").

WHEREAS, The Gurnee Dispatch center is a public safety answering point ("PSAPs") as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "Act")

WHEREAS, Zion has entered into a Dispatch Services agreement with Gurnee pursuant to which Gurnee provides dispatch services to Zion.

WHEREAS, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board.

WHEREAS, Both Parties have an emergency telephone system board, as defined in the Act, appointed by its corporate authorities.

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

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

WHEREAS, the Parties are units of local government.

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

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

and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards.

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

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

Section 1. Recitals.

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

Section 2. Dispatch Service Agreements.

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

Section 3. Creation of JETSB.

Effective May 1, 2017 (the "Commencement Date"), the Parties establish a joint emergency telephone system board, to be known as the Northeast Lake County Consolidated E9-1-1 Emergency Telephone System (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator. In the event the Consolidation Plan is not approved, the parties will work together to resubmit the Consolidation Plan for approval. Notwithstanding anything herein to the contrary, the Commencement Date shall not occur before the Consolidation Plan is approved by the Statewide 9-1-1 Administrator.

Section 4. Board Composition.

- A. The JETSB shall have total of nine (9) Board Members. Each Party to this Agreement shall be represented proportionality by its total 9-1-1 surcharge revenue from the 2016 distribution. Each party must have at least one active member from each of its fire and police departments appointed to the board. Future Party's joining the JETSB's membership representation will be determined by the JETSB at that time. The appointments to the Board shall be made by the individual municipalities' Principal Officer with consent of their governing body.

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

Section 5. Board Powers.

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

- A. Maintaining control over the Fund, defined in Section 7 hereof, including:
 - 1. Receiving monies from the surcharge imposed under Section 15.3 of the 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 7, herein; and
 - 2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement
- B. Planning and maintaining the System, defined herein. On behalf of the Board, Gurnee shall exercise these powers pursuant to the Dispatch Service Agreements, including:
 - 1. Planning a 9-1-1 system (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 154(d) of the Act;
 - 3. Hiring, on a temporary or permanent basis any consultants 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 it by the Act.

Section 6. Board Meetings.

- A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, et seq. (the "OMA").

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

Section 7. Emergency Telephone System Fund and Distribution.

- A. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan, there shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds as of the Commencement Date shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund.
- B. Gurnee's Village Administrator, as ex officio Gurnee Treasurer or his designee, shall act as the treasurer and custodian of the Fund (the "Custodian").
- C. The Board will create and approve an annual budget each fiscal year.
- D. The JETSB's fiscal year shall be from May 1 to April 30.
- E. No expenditures may be made from the Fund except upon direction of the Board and which is;
 - 1. Contained within the Board's approved annual or amended fiscal budget and;

2. Is an allowable expenditure under the "Act",
 3. Is approved by a simple majority vote of all Board Members during an open meeting.
 4. All expenditures will be made as reimbursements to the governmental body that made the approved expenditure.
 5. The JETSB will not own any real property, the owner of the property will be the governmental body that completed the JETSB approved procurement.
- F. The Parties have agreed that the preparation and distributions made from the Fund shall occur as follows:
1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules;
 2. 9-1-1 surcharge revenues will be accounted for according to each Party's Jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time,
 3. The Custodian shall account for and report 9-1-1 surcharge revenues collected by the Board;
 4. Monies other than 9-1-1 surcharge revenues that are related to the System and properly received by the Board, including, but not limited to grant funds, shall be placed in the Fund and disbursed pursuant to the resolution of the Board.
- G. As of the Commencement Date if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, that Party shall transfer such revenues into the Fund.
- H. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Custodian will take all reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit.
- I. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Illinois State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the Board shall cooperate fully with any such review or audit.

Section 8. Entry and Termination.

- A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof (each, a "Subsequent Party") shall be entitled to representation on the Board in the manner as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party.
- B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a subsequent "Party Application") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of a two thirds majority of all Board Members, whether to admit the applying entity as a Subsequent Party. Each Party's delegates to its respective Board Member has the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.
- C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into an agreement similar in form and scope to the Dispatch Service Agreement.
- D. Any Party or Subsequent Party may terminate its status as such and withdraw from the JETSB by providing at least three hundred sixty-five (365) days written notice to the Custodian stating its effective withdrawal date and identifying the emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. Notwithstanding the foregoing, if applicable law is amended such that the Parties' participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon ninety (90) days written notice to the Custodian, and without the need to identify any other joint emergency telephone systems board that it intends to join.
- E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund equal to the amount that was deposited in the Fund by the ISP after receipt of the "written notice to the Custodian stating its effective withdrawal" minus any reimbursements to that party or that mutually benefits all parties. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.
- F. Upon expiration or termination of any Party's Dispatch Service Agreement with Gurnee, the Board may, in its discretion and upon passage of a resolution, terminate that Party's participation in the JETSB. In that event, the termination of that Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

Section 9. 9-1-1 Authority.

The Parties acknowledge that Title 83, Chapter IV of the Illinois Administrative Code (the

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

Section 10. General Provisions.

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

Parties:

Village of Gurnee
Attention: Village Administrator
325 N. O'Plaine Road
Gurnee IL. 60031

City of Zion
Attention: Mayor
2828 Sheridan Road
Zion IL. 60099

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Lake County, Illinois.
- D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall 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 law.
- E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.
- F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

- G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.
- H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- J. Effective Date. The Effective Date of this Agreement shall be the last date on which it is executed by any of the Parties.

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

VILLAGE OF GURNEE

By

Frank Kovach
Mayor

Attest

James D. Hays
Clerk

CITY OF ZION

By

Alfred D. Bie
Mayor

Attest

Diane D. Burkemper
Clerk



VILLAGE OF GURNEE

2016 - 87

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

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF GURNEE, ILLINOIS

ON

December 19, 2016

Published in pamphlet form by authority of the Village Board of the
Village of Gurnee, Lake County, Illinois,
this 20th day of December, 2016.

KRISTINA KOVARIK	President	JEANNE BALMES	Trustee
ANDY HARRIS	Clerk	GREG GARNER	Trustee
		THOMAS HOOD	Trustee
		CHERYL G. ROSS	Trustee
BRYAN WINTER	Attorney	KAREN THORSTENSON	Trustee
		DON WILSON	Trustee

2016 - 87

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

WHEREAS, the Village of Gurnee (hereinafter "the Village") is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Illinois Constitution; and,

WHEREAS, pursuant to its home rule power, the Village may exercise any power and perform any function relating to its government and affairs; and,

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

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

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.*, the Village previously established the Village's Emergency Telephone System Board ("ETSB") pursuant to Ordinance number 89-164; and,

WHEREAS, to comply with Public Act 99-0006, which amended the Act, the corporate authorities have determined that it is in the best interests of the Village, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement ("IGA") with certain other municipalities in order to create a joint emergency telephone system board ("JETSB"); and,

WHEREAS, pursuant to the IGA and the Act, the Village must dissolve the ETSB upon the Commencement Date of the JETSB, as defined in the IGA, which shall be May 1, 2017, subject to the State of Illinois' approval of the consolidation plan (the "Plan") to which the IGA pertains; and,

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

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

Section 1. Recitals. The above-stated recitals are incorporated into this Ordinance by reference.

Section 2. Dissolution of Village's ETSB. The Village's ESTB shall be dissolved and Section 13 of Ordinance number 89-164 is repealed in its entirety and reserved, effective upon the commencement of the Northeast Lake County Consolidated E9-1-1 Telephone System Board, which shall occur on the last to occur of: (i) May 1, 2017 and (ii) the State of Illinois' approval of the creation of the Northeast Lake County Consolidated E9-1-1 Telephone System Board.

Section 3. Execution of Dissolution. The Village President, Chief of Police, Village Administrator, and Village Clerk are authorized and directed to take all steps necessary to carry out the intent of this ordinance, including the execution, certification and submission of all documents related to the Village's proper dissolution of the Village's ETSB.

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

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

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

Passed this 19th day of December, 2016

	Ayes:	Nays:	Absent/Abstain:
Jeanne E. Balmes	<u>x</u>	<u> </u>	<u> </u>
Greg Garner	<u>x</u>	<u> </u>	<u> </u>
Thomas Hood	<u>x</u>	<u> </u>	<u> </u>
Cheryl G. Ross	<u> </u>	<u> </u>	<u>y</u>
Karen Thorstenson	<u>x</u>	<u> </u>	<u> </u>
Don Wilson	<u>x</u>	<u> </u>	<u> </u>

APPROVED:

By:


KRISTINA KOVARIK, Village President

Date: 12-19-16

ATTEST:

By:


ANDY HARRIS, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on December 19, 2016.

I hereby certify that the above ordinance was published in pamphlet form on the 20th day of December, 2016, as provided by law.


ANDY HARRIS, Village Clerk



STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

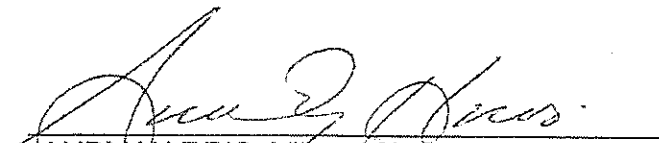
CERTIFICATE

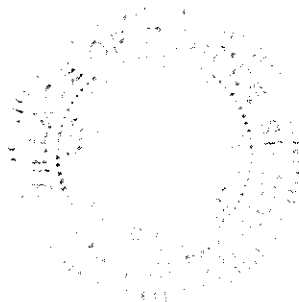
I, ANDY HARRIS, certify that I am the duly elected and acting municipal clerk of the Village of Gurnee, Lake County, Illinois.

I certify that on the 19th day of December, 2016, the Corporate Authorities of such municipality passed and approved Ordinance 2016 - 87, entitled, "AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF GURNEE EFFECTIVE UPON THE COMMENCEMENT DATE OF THE MUNICIPAL CONSOLIDATED DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2016 - 87, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 20th day of December, 2016, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Gurnee, Illinois, this 20th day of December, 2016.


ANDY HARRIS, Village Clerk



**CITY OF ZION
LAKE COUNTY, ILLINOIS**

17-O-3

**AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE
SYSTEM BOARD OF THE CITY OF ZION EFFECTIVE UPON
THE COMMENCEMENT DATE OF THE MUNICIPAL CONSOLIDATED
DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD**

**ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ZION**

Published in pamphlet form by authority of the City Council of the City of Zion,
Lake County, Illinois, this 4th day of January, 2017

**AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE
SYSTEM BOARD OF THE CITY OF ZION EFFECTIVE UPON
THE COMMENCEMENT DATE OF THE MUNICIPAL CONSOLIDATED
DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD**

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

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

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.*, the City previously established the City's Emergency Telephone System Board ("ETSB") pursuant to Ordinance Number 90-O-6; and,

WHEREAS, to comply with Public Act 99-0006, which amended the Act, the corporate authorities have determined that it is in the best interests of the City, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement ("IGA") with certain other municipalities in order to create a joint emergency telephone system board ("JETSBB"); and,

WHEREAS, pursuant to the IGA and the Act, the City must dissolve the ETSB upon the Commencement Date of the JETSBB, as defined in the IGA, which shall be May 1, 2017, subject to the State of Illinois' approval of the consolidation plan (the "Plan") to which the IGA pertains; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ZION, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are incorporated into this Ordinance by reference.

Section 2. Dissolution of City's ETSB. The City's ETSB shall be dissolved and Ordinance Number 90-O-06 is repealed in its entirety and reserved, effective upon the commencement of the Northeast Lake County Consolidated E9-1-1 Telephone System Board, which shall occur on the last to occur of: (i) May 1, 2017 and (ii) the State of Illinois' approval of the creation of the Northeast Lake County Consolidated E9-1-1 Telephone System Board.

Section 3. Execution of Dissolution. The Mayor, Chief of Police, and City Clerk are authorized and directed to take all steps necessary to carry out the intent of this ordinance, including the execution, certification and submission of all documents related to the City's proper dissolution of the City's ETSB.

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

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

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

17-O-3

Passed this 3rd day of January, 2017

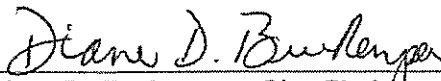
AYES: Comms. McKinney, Frierson, DeTienne, McDowell, Mayor Hill
NAYS: None
ABSENT: None

APPROVED this 3rd day of January, 2017.

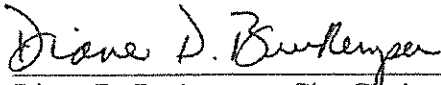
CITY OF ZION


Albert W. Hill, Mayor

Attest:


Diane D. Burkemper, City Clerk

I hereby certify that the above ordinance was published in pamphlet form on the 4th day of January, 2017, as provided by law.


Diane D. Burkemper, City Clerk

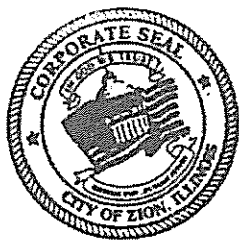
STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

CERTIFICATE

I, DIANE D. BURKEMPER, certify that I am the duly elected and acting City Clerk of the City of Zion, Lake County, Illinois.

I certify that on the 3rd day of January, 2017, the Corporate Authorities of such municipality passed and approved Ordinance 17-O-3, entitled, "AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE CITY OF ZION EFFECTIVE UPON THE COMMENCEMENT DATE OF THE MUNICIPAL CONSOLIDATED DISPATCH JOINT EMERGENCY TELEPHONE SYSTEM BOARD" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 17-O-3 , including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 4th day of January, 2017, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.



Dated at Zion, Illinois, this 4th day of January, 2017.



DIANE D. BURKEMPER, City Clerk

**CITY OF ZION
LAKE COUNTY, ILLINOIS**

17-O-2

**AN ORDINANCE ESTABLISHING AND AUTHORIZING THE
OPERATION OF THE NORTHEAST LAKE COUNTY CONSOLIDATED
E9-1-1 EMERGENCY TELEPHONE SYSTEM**

**ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ZION**

Published in pamphlet form by authority of the City Council of the City of Zion.
Lake County, Illinois, this 4th day of January, 2017

**AN ORDINANCE ESTABLISHING AND AUTHORIZING THE
OPERATION OF THE NORTHEAST LAKE COUNTY CONSOLIDATED
E9-1-1 EMERGENCY TELEPHONE SYSTEM**

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

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

WHEREAS, the Village of Gurnee operates a full service dispatch center located at 100 N. O'Plaine Road, Gurnee, Illinois (the "Dispatch Center"); and

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

WHEREAS, the City of Zion has entered into a Dispatch Services agreement with the Village of Gurnee pursuant to which the Village of Gurnee will provide dispatch services to the City of Zion; and

WHEREAS, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board; and

WHEREAS, the Village of Gurnee and the City of Zion have an emergency telephone system board, as defined in the Act, appointed by its corporate authorities; 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, as define therein; and

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

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

telephone system boards; and

WHEREAS, the Village of Gurnee and the City of Zion have determined that it is in their mutual best interests, and in furtherance of public health, safety, and welfare, to enter into this Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ZION, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The recitals set forth above are incorporated herein by reference and are adopted as the findings of the Mayor and City Council.

Section 2. The intergovernmental agreement to establish and operate a Joint 9-1-1 Authority, which shall be in substantially the form attached hereto as "Exhibit A" and made a part of this ordinance by reference, is hereby approved.

Section 3. The Mayor, Chief of Police, and City Clerk are authorized and directed to take all steps necessary to carry out the intent of this ordinance, including the execution, certification and submission of all documents related to the establishment of a joint emergency telephone system board ("JETSb")

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

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

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

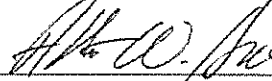
17-O-2

Passed this 3rd day of January, 2017

AYES: Comms. McKinney, Frierson, DeTienne, McDowell, Mayor Hill
NAYS: None
ABSENT: None


APPROVED this 3rd day of January, 2017.

CITY OF ZION



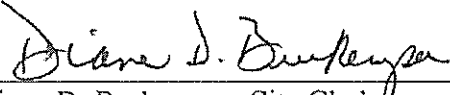
Albert W. Hill, Mayor

Attest:



Diane D. Burkemper, City Clerk

I hereby certify that the above ordinance was published in pamphlet form on the 4th day of January, 2017, as provided by law.



Diane D. Burkemper, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

CERTIFICATE

I, DIANE D. BURKEMPER, certify that I am the duly elected and acting City Clerk of the City of Zion, Lake County, Illinois.

I certify that on the 3rd day of January, 2017, the Corporate Authorities of such municipality passed and approved Ordinance 17-O-2, entitled, "**AN ORDINANCE ESTABLISHING AND AUTHORIZING THE OPERATION OF THE NORTHEAST LAKE COUNTY CONSOLIDATED E9-1-1 EMERGENCY TELEPHONE SYSTEM**" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 17-O -2, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 4th day of January, 2017, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Zion, Illinois, this 4th day of January, 2017.





DIANE D. BURKEMPER, City Clerk

17-O-2

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING A
JOINT EMERGENCY TELEPHONE SYSTEMS BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered on as of January 1, 2017 (the "Effective Date"), by and between the Village of Gurnee an Illinois home rule municipal corporation ("Gurnee") and the City of Zion an Illinois municipal corporation ("Zion").

WITNESSETH:

WHEREAS, Gurnee operates a full service dispatch center located at 100 N. O'Plaine Road, Gurnee, Illinois (the "Dispatch Center").

WHEREAS, The Gurnee Dispatch center is a public safety answering point ("PSAPs") as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "Act")

WHEREAS, Zion has entered into a Dispatch Services agreement with Gurnee pursuant to which Gurnee provides dispatch services to Zion.

WHEREAS, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board.

WHEREAS, Both Parties have an emergency telephone system board, as defined in the Act, appointed by its corporate authorities.

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

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

WHEREAS, the Parties are units of local government.

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

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

and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards.

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

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

Section 1. Recitals.

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

Section 2. Dispatch Service Agreements.

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

Section 3. Creation of JETSB.

Effective May 1, 2017 (the "Commencement Date"), the Parties establish a joint emergency telephone system board, to be known as the Northeast Lake County Consolidated E9-1-1 Emergency Telephone System (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator. In the event the Consolidation Plan is not approved, the parties will work together to resubmit the Consolidation Plan for approval. Notwithstanding anything herein to the contrary, the Commencement Date shall not occur before the Consolidation Plan is approved by the Statewide 9-1-1 Administrator.

Section 4. Board Composition.

- A. The JETSB shall have total of nine (9) Board Members. Each Party to this Agreement shall be represented proportionality by its total 9-1-1 surcharge revenue from the 2016 distribution. Each party must have at least one active member from each of its fire and police departments appointed to the board. Future Party's joining the JETSB's membership representation will be determined by the JETSB at that time. The appointments to the Board shall be made by the individual municipalities' Principal Officer with consent of their governing body.

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

Section 5. Board Powers.

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

- A. Maintaining control over the Fund, defined in Section 7 hereof, including:
 - 1. Receiving monies from the surcharge imposed under Section 15.3 of the 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 7, herein; and
 - 2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement
- B. Planning and maintaining the System, defined herein. On behalf of the Board, Gurnee shall exercise these powers pursuant to the Dispatch Service Agreements, including:
 - 1. Planning a 9-1-1 system (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 154(d) of the Act;
 - 3. Hiring, on a temporary or permanent basis any consultants 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 it by the Act.

Section 6. Board Meetings.

- A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, et seq. (the "OMA").

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

Section 7. Emergency Telephone System Fund and Distribution.

- A. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan, there shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds as of the Commencement Date shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund.
- B. Gurnee's Village Administrator, as ex officio Gurnee Treasurer or his designee, shall act as the treasurer and custodian of the Fund (the "Custodian").
- C. The Board will create and approve an annual budget each fiscal year.
- D. The JETSB's fiscal year shall be from May 1 to April 30.
- E. No expenditures may be made from the Fund except upon direction of the Board and which is;
 - 1. Contained within the Board's approved annual or amended fiscal budget and;

2. Is an allowable expenditure under the "Act",
 3. Is approved by a simple majority vote of all Board Members during an open meeting.
 4. All expenditures will be made as reimbursements to the governmental body that made the approved expenditure.
 5. The JETSB will not own any real property, the owner of the property will be the governmental body that completed the JETSB approved procurement.
- F. The Parties have agreed that the preparation and distributions made from the Fund shall occur as follows:
1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules;
 2. 9-1-1 surcharge revenues will be accounted for according to each Party's Jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time,
 3. The Custodian shall account for and report 9-1-1 surcharge revenues collected by the Board;
 4. Monies other than 9-1-1 surcharge revenues that are related to the System and properly received by the Board, including, but not limited to grant funds, shall be placed in the Fund and disbursed pursuant to the resolution of the Board.
- G. As of the Commencement Date if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, that Party shall transfer such revenues into the Fund.
- H. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Custodian will take all reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit.
- I. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Illinois State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the Board shall cooperate fully with any such review or audit.

Section 8. Entry and Termination.

- A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof (each, a "Subsequent Party") shall be entitled to representation on the Board in the manner as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party.
- B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a subsequent "Party Application") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of a two thirds majority of all Board Members, whether to admit the applying entity as a Subsequent Party. Each Party's delegates to its respective Board Member has the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.
- C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into an agreement similar in form and scope to the Dispatch Service Agreement.
- D. Any Party or Subsequent Party may terminate its status as such and withdraw from the JETSB by providing at least three hundred sixty-five (365) days written notice to the Custodian stating its effective withdrawal date and identifying the emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. Notwithstanding the foregoing, if applicable law is amended such that the Parties' participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon ninety (90) days written notice to the Custodian, and without the need to identify any other joint emergency telephone systems board that it intends to join.
- E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund equal to the amount that was deposited in the Fund by the ISP after receipt of the "written notice to the Custodian stating its effective withdrawal" minus any reimbursements to that party or that mutually benefits all parties. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.
- F. Upon expiration or termination of any Party's Dispatch Service Agreement with Gurnee, the Board may, in its discretion and upon passage of a resolution, terminate that Party's participation in the JETSB. In that event, the termination of that Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

Section 9. 9-1-1 Authority.

The Parties acknowledge that Title 83, Chapter IV of the Illinois Administrative Code (the

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

Section 10. General Provisions.

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

Parties:

Village of Gurnee
Attention: Village Administrator
325 N. O'Plaine Road
Gurnee IL. 60031

City of Zion
Attention: Mayor
2828 Sheridan Road
Zion IL. 60099

- B. Time of the Essence. Time is of the essence in the performance of this Agreement.
- C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Lake County, Illinois.
- D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall 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 law.
- E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.
- F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

- G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.
- H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.
- J. Effective Date. The Effective Date of this Agreement shall be the last date on which it is executed by any of the Parties.

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

VILLAGE OF GURNEE

By

Frank K. Kaut
Mayor

Attest

James D. Kaut
Clerk

CITY OF ZION

By

Alfred P. Piro
Mayor

Attest

Diane D. Burkemper
Clerk

CONTRACTS

INTERGOVERNMENTAL AGREEMENT

**CITY OF ZION
LAKE COUNTY, ILLINOIS**

17-O-1

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE
VILLAGE OF GURNEE AND THE CITY OF ZION**

**ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ZION**

Published in pamphlet form by authority of the City Council of the City of Zion,
Lake County, Illinois, this 4th day of January, 2017

17-O-1

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE
VILLAGE OF GURNEE AND THE CITY OF ZION**

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

WHEREAS, the Village of Gurnee operates a communication center for emergency dispatch services. For purposes of this Agreement it shall be referred to herein as the "Communication Center"; and

WHEREAS, the City of Zion operates a full time police department (hereinafter, the "Police Department") providing police services within the City of Zion; and

WHEREAS, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board; and

WHEREAS, the Village of Gurnee and the City of Zion wish to enter into an agreement, pursuant to which Gurnee will provide Zion with certain emergency telephone answering, computer aided dispatching, mass call system activation, and police and fire radio dispatch services utilizing personnel and equipment maintained and operated by Gurnee (hereinafter, collectively referred to as "the Dispatch Services"); and

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

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY
COUNCIL OF THE CITY OF ZION, LAKE COUNTY, ILLINOIS, AS
FOLLOWS:**

17-O-1

SECTION I: That the terms of the attached Dispatch Agreement with the City of Zion are agreed to by the City.

SECTION II: That a true copy of the aforesaid Dispatch Agreement is attached hereto as Exhibit "A" and is incorporated herein as if fully set forth in this Ordinance.

SECTION III: That the Mayor and City Clerk are hereby authorized to execute the Intergovernmental Agreement with the Village of Gurnee, in substantially the form attached hereto, with such changes therein as may be approved by the officials executing the same; their execution thereof to constitute conclusive evidence of the approval of such changes.

SECTION IV: That the Mayor and the City Clerk are authorized to execute such number of duplicate originals of said Intergovernmental Agreement so as to provide adequate duplicates to the parties thereto.

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

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

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

17-O-1

Passed this 3rd day of January, 2017

AYES: Comms. McKinney, Frierson, DeTienne, McDowell, Mayor Hill
NAYS: None
ABSENT: None

APPROVED this 3rd day of January, 2017.

CITY OF ZION



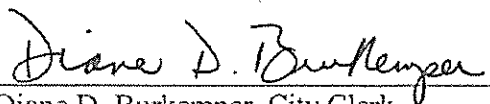
Albert W. Hill, Mayor

Attest:



Diane D. Burkemper, City Clerk

I hereby certify that the above ordinance was published in pamphlet form on the 4th day of January, 2017, as provided by law.



Diane D. Burkemper, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

CERTIFICATE

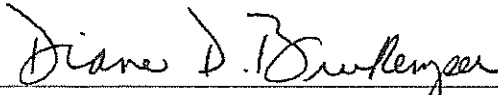
I, DIANE D. BURKEMPER, certify that I am the duly elected and acting City Clerk of the City of Zion, Lake County, Illinois.

I certify that on the 3rd day of January, 2017, the Corporate Authorities of such municipality passed and approved Ordinance 17-O-1, entitled, "**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE VILLAGE OF GURNEE AND THE CITY OF ZION**" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 17-O -1, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 4th day of January, 2017, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Zion, Illinois, this 4th day of January, 2017.





DIANE D. BURKEMPER, City Clerk

17-O-1

EXHIBIT "A"

**DISPATCH SERVICES AGREEMENT BETWEEN THE
VILLAGE OF GURNEE AND THE CITY OF ZION**

This Agreement is made and entered into as of this day 19th of December 2016, by and between the Village of Gurnee a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 (hereinafter, "Gurnee") and the City of Zion a non-Home Rule municipal corporation of the State of Illinois, in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq. (hereinafter, "Zion").

WITNESSETH:

WHEREAS, Gurnee operates a communication center for emergency dispatch services. For purposes of this Agreement it shall be referred to herein as the "Communication Center"; and

WHEREAS, Zion operates a full time police department (hereinafter, the "Police Department") providing police services within the City of Zion; and

WHEREAS, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board.

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

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

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority;

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein made

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

Section 1. Recitals.

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

Section 2. Provision of Dispatch Services by Gurnee and Corresponding Obligations of Zion.

A. Obligations of Gurnee. At all times during the term of this Agreement, Gurnee shall continuously operate a full service dispatch center to provide Dispatch Services to Zion. Dispatch Services to be provided by the Communication Center to Zion shall include, without limitation, the following:

1. Provide 24-hour a day answering of all 9-1-1 calls for police services, fire protection and emergency medical services within the City of Zion.
2. Provide 24-hour a day answering of all calls made to the ten (10) digit emergency telephone numbers for the Fire Department and the Police Department.
3. Provide answering of all calls made to the public safety non-emergency ten (10) digit Police Department telephone number. These calls must first be directed through Zion's auto attendant before the Communication Center will answer calls seeking immediate assistance.
4. Utilize updated telephone lists of Zion staff and employees, and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by the Communication Center.
5. Provide 24-hour a day dispatching for all Zion Police and Fire Department calls for police services and fire protection and emergency medical services and related activities. The Communication Center shall provide properly qualified employees to dispatch all calls for fire protection and police services.
6. Maintain and operate radio, emergency telephone and computer communications located in the Communication Center for all Police Department and Fire Department calls, utilizing national recognized standards and existing procedures of the Communication Center.
7. The Communication Center shall use best efforts to employ sufficient staff to answer anticipated call loads as the demands change from time to time.

8. Provide and continuously update training to all employees of the Communication Center in the operation of the equipment utilized by the Communication Center in order to provide the Dispatch Services.
9. Upon request by Zion, the Communication Center shall provide copies of reports on call volume, LEADS reports, officer time usage, and other requested reports.
10. Provide warning notifications to the Zion community and residents, including activating community warning sirens and mass call system, as requested by Zion and in accordance with the Communication Center's policies and procedures, provided that Zion shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Zion's community warning sirens and mass call system from the Communication Center.
11. Maintain a call logging and recording system of all emergency 9-1-1 calls and provide access to recorded calls to Zion in accordance with the Communication Center policies and procedures.
12. Operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
 - b. Enter into the LEADS or NCIC system information as requested by Zion, including without limitation warrants and sex offenders.
 - c. Maintain and manage all hot files, LEADS and NCIC files.
 - d. Remove from the LEADS and NCIC files information and data that is no longer current upon proper notification.
 - e. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Zion.
13. Maintain and operate mutual aid dispatch services for Zion in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS") for police and the Mutual Aid Box Alarm System ("MABAS") for fire, as well as any other applicable public safety organizations, provided, however, that the Communication Center's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Zion.
14. All tele-communicators responsible for the provision of emergency medical

dispatch ("EMD") shall be EMD certified through one of the state approved EMD certification programs.

B. Obligations of Zion. Zion agrees to perform the following in order to enable the Communication Center 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 Zion designee for receiving notice in the extended absence of Police Chief and/or Fire Chief.
3. Provide proper equipment and connections to enable the Communication Center to view, when requested by Zion, all closed circuit video cameras as identified by Zion, with the understanding that these video cameras will provide real time viewing. The Communication Center will have the ability to view the camera sites, but the Communication Center is not undertaking and shall not undertake the duty to record the video camera sites.
4. Provide installation and maintenance for all vehicle computers, laptops and/or tablets in Zion's apparatus and vehicle fleet.
5. Zion will provide an auto attendant for all non-emergency telephone calls during the hours that Zion does not have the phones staffed. Zion will be responsible for the delivery of all phone calls being forwarded by the auto attendant to the Communication Center.
6. Provide timely reports and other data needed for the Communication Center to comply with LEADS requirements.
7. The Communication Center agrees to participate in training exercises of Zion upon reasonable notification thereof.

Section 3. Determination and Payment of Costs by Zion.

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

- July 1, 2017–April 30, 2018 = \$875,000 Annual Fee (10 months = \$721,167)
- May 1, 2018– April 30, 2019 = 2017/2018 Price with CPI Increase not to exceed 3.5% or be below 1%.
- May 1, 2019– April 30, 2020 = 2018/2019 Price with CPI Increase not to exceed 3.5% or be below 1%.
- May 1, 2020– April 30, 2021 = 2019/2020 Price with CPI Increase not to exceed 3.5% or be below 1%.

- May 1, 2021– April 30, 2022 = 2020/2021 Price with CPI Increase not to exceed 3.5% or be below 1%.

As used in this Contract, "CPI" means the Consumer Price Index (CPI) for Urban Consumers used by the Illinois Department of Revenue to establish permissible increases to property tax extensions pursuant to the Illinois Property Tax Extension Limitation Law [35 ILCS 200/18-185 to 18-245]. The Monthly Dispatch Fee shall be due on the first of each month beginning on July 1, 2017; the "**Commencement Date**". The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

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

Section 4. Insurance.

A. Coverage Provided. Gurnee 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 Gurnee who perform the Dispatch Services under this Agreement.
6. Such coverages shall be in amounts no less than what Gurnee maintains for itself in its normal course of business.

B. Indemnification.

1. Gurnee does hereby indemnify and hold Zion harmless from and against any and all claims which may arise out of the provision of Dispatch Services by the Communication Center under this Agreement, except to the extent caused by the negligence of Zion, as the case may be.
2. Zion does hereby indemnify and hold Gurnee harmless from and against any and all

claims which may arise out of the obligations of Zion under this Agreement, or any obligation related to the provision of police and/or fire services, except to the extent caused by the negligence of the Communication Center.

C. Proof of Coverage by Gurnee. Gurnee agrees to furnish to Zion a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Zion within thirty (30) days after the effective date of this Agreement, and shall name Zion as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

D. Termination of Coverage. If Gurnee's coverage as provided by its insurer is terminated for any reason:

1. Gurnee shall promptly notify Zion of receipt of any such notice; and
2. Gurnee agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

E. Coverage by Zion. Zion 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 Zion under this Agreement, and to provide proof of insurance at Gurnee's request.

Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between the Communication Center and Zion. 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. Zion shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Zion (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of the Communication Center.

B. Issue Resolution Procedure. The Communication Center shall establish operational rules and procedures for logging in and responding to inquiries and issues referred to it by individuals requesting or receiving Dispatch and/or concerning the Dispatch Services. The procedures shall include a requirement that the Communication Center informs Zion when specific inquiries and/or issues are brought to the attention of the Communication Center. The rules and procedures shall include responding to operational issues referred by the City of Zion Chiefs or their designee.

C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis (at least quarterly) to discuss this Agreement and

the Dispatch Services provided pursuant to this Agreement, including, without limitation issues relating to the operation of the Dispatch Services and the complaint procedures.

Section 6. Records.

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

Section 7. Dispute Resolution.

A. Negotiations. 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, Gurnee and Zion shall continue to fulfill the terms of this Agreement to the fullest extent possible. Gurnee shall continue to provide Dispatch Services to Zion as provided by this Agreement. Zion shall continue to make all monthly payments to Gurnee for the Dispatch Services as provided by this Agreement. Except as provided herein, Zion shall have no right to withhold from Gurnee payments due or which become due under this Agreement, nor any right to recover from Gurnee amounts previously paid under this Agreement (unless paid in error or contrary to the provisions of this Agreement or law), nor any right of reduction or set-off against the amounts due or which become due under this Agreement; it being the intent hereof that the parties shall be absolutely and unconditionally obligated to make all payments under this Agreement, such obligations to survive termination of this Agreement.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public

health and safety. However, during all periods in which the parties are dealing with a dispute or a remedy, Gurnee shall continue to provide dispatch services only so long as Zion continues to make its monthly payments.

Section 8. Term: Termination.

A. Term. The term of this Agreement shall be for 4 years and 10 months following the Commencement Date, terminating on April 30, 2022. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable. If the parties do not agree upon a new Contract Price, and if neither party has given timely notice to terminate, then the contract will renew under the same terms and the new Contract Price shall increase at the rate of the CPI not to exceed 3.5% or be below 1%, used to calculate annual property tax extension revenue increases in and for the Parties, from the contract price immediately preceding the contract year in question.

B. Termination. This Agreement may be terminated pursuant to one of the following:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or
2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.
3. Any party may cancel this agreement without cause with advance written notice of at least 365 days and without regard to whether or not the Dispute Resolution procedure set forth in Section 7 or the material default procedure set forth in Section 8, paragraph B, subparagraph 3 has been initiated or followed by any party. Upon termination of this Agreement pursuant to this paragraph, Zion shall be responsible to reimburse Gurnee for unemployment compensation costs incurred by Gurnee that are directly attributable to Zion's request for early termination, unless a court of competent jurisdiction determines that such termination of this Agreement was due to a breach of this Agreement by the

Communication Center.

Section 9. Miscellaneous.

A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose new obligations on the Communication Center over and above current obligations, then the parties agree to negotiate a sharing of all new or additional costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.

B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the services to be provided by the Communication Center to Zion shall not begin until the Commencement Date.

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 the Village of Gurnee shall be addressed to, and delivered at, the following address:

Village of Gurnee
Attention: Village Administrator
325 N. O'Plaine Road
Gurnee IL. 60031

Notices and communications to the City of Zion shall be addressed to, and delivered at, the following address:

City of Zion
Attention: Police Chief
2828 Sheridan Road

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

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. Ownership and Capital Costs. Gurnee will own the entire dispatch system, including all equipment maintained inside the communication center at 100 N. O'Plaine Road, Gurnee, Illinois.

F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not that which conflict with the laws and rules, of the State of Illinois.

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

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. 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.

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

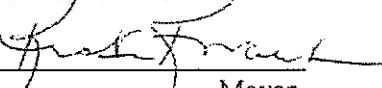
M. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Gurnee and Zion.

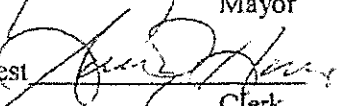
IN WITNESS HEREOF, Gurnee and Zion, respectively, have caused this Agreement to be executed by their respective Mayor and attested by their respective Clerk as of the day and year first above written.

VILLAGE OF GURNEE

By

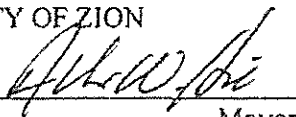

Mayor

Attest

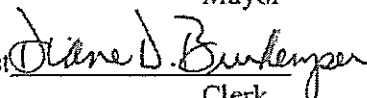

Clerk

CITY OF ZION

By


Mayor

Attest


Clerk

VILLAGE OF GURNEE

2016 - 85

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE
VILLAGE OF GURNEE AND THE CITY OF ZION

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES

OF THE

VILLAGE OF GURNEE, ILLINOIS

ON

December 19, 2016

Published in pamphlet form by authority of the Village Board of the
Village of Gurnee, Lake County, Illinois,
This 20th day of December, 2016.

KRISTINA KOVARIK	President	JEANNE BALMES	Trustee
ANDY HARRIS	Clerk	GREG GARNER	Trustee
		THOMAS HOOD	Trustee
		CHERYL G. ROSS	Trustee
BRYAN WINTER	Attorney	KAREN THORSTENSON	Trustee
		DON WILSON	Trustee

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE
VILLAGE OF GURNEE AND THE CITY OF ZION**

WHEREAS, the Village of Gurnee (hereinafter "the Village") is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Illinois Constitution; and

WHEREAS, pursuant to its home rule power, the Village may exercise any power and perform any function relating to its government and affairs; and,

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

WHEREAS, Gurnee operates a communication center for emergency dispatch services. For purposes of this Agreement it shall be referred to herein as the "Communication Center"; and

WHEREAS, Zion operates a full time police department (hereinafter, the "Police Department") providing police services within the City of Zion; and

WHEREAS, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board; and

WHEREAS, the Village of Gurnee and the City of Zion wish to enter into an agreement, pursuant to which Gurnee will provide Zion with certain emergency telephone answering, computer aided dispatching, mass call system activation, and police and fire radio dispatch services utilizing personnel and equipment maintained and operated by Gurnee (hereinafter, collectively referred to as "the Dispatch Services"); and

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

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

SECTION I: That the terms of the attached the Dispatch Agreement with the City of Zion are agreed to by the Village.

SECTION II: That a true copy of the aforesaid Dispatch Agreement is attached hereto as Exhibit "A" and is incorporated herein as if fully set forth in this Ordinance.

SECTION III: That the Village President is hereby authorized to execute the Intergovernmental Agreement with the City of Zion, in substantially the form attached hereto, with such changes therein as may be approved by the officials executing the same; their execution thereof to constitute conclusive evidence of the approval of such changes.

SECTION IV: That the Village President and the Village Clerk are authorized to execute such number of duplicate originals of said Intergovernmental Agreement so as to provide adequate duplicates to the parties thereto.

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

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

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

Passed this 19th day of December, 2016

	Ayes:	Nays:	Absent/Abstain:
Jeanne E. Balmes	<u>x</u>	<u> </u>	<u> </u>
Greg Garner	<u>x</u>	<u> </u>	<u> </u>
Thomas Hood	<u>x</u>	<u> </u>	<u> </u>
Cheryl G. Ross	<u> </u>	<u> </u>	<u>x</u>
Karen Thorstenson	<u>x</u>	<u> </u>	<u> </u>
Don Wilson	<u>x</u>	<u> </u>	<u> </u>

APPROVED:

By:


KRISTINA KOYARIK, Village President

Date: 12-19-16

ATTEST:

By:


ANDY HARRIS, Village Clerk

Presented and read, or reading having been waived, at a duly convened meeting of the Corporate Authorities on December 19, 2016.

I hereby certify that the above ordinance was published in pamphlet form on the 20th day of December, 2016, as provided by law.


ANDY HARRIS, Village Clerk



STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

CERTIFICATE

I, ANDY HARRIS, certify that I am the duly elected and acting municipal clerk of the Village of Gurnee, Lake County, Illinois.

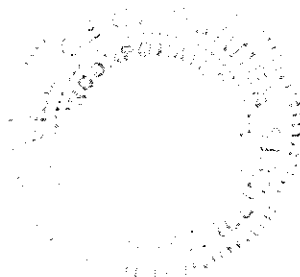
I certify that on the 19th day of December, 2016, the Corporate Authorities of such municipality passed and approved Ordinance 2016 - 85, entitled, "AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE VILLAGE OF GURNEE AND THE CITY OF ZION" which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2016 - 85, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on the 20th day of December, 2016, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Gurnee, Illinois, this 20th day of December, 2016.



ANDY HARRIS, Village Clerk



**DISPATCH SERVICES AGREEMENT BETWEEN THE
VILLAGE OF GURNEE AND THE CITY OF ZION**

This Agreement is made and entered into as of this day 19th of December 2016, by and between the Village of Gurnee a Home Rule municipal corporation of the State of Illinois, in accordance with Article VII, Section 6 of the Constitution of the State of Illinois (1970) and organized and existing under the terms of the Illinois Municipal Code, 65 ILCS 5/1-1-1 (hereinafter, "Gurnee") and the City of Zion a non-Home Rule municipal corporation of the State of Illinois, in accordance with the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq. (hereinafter, "Zion").

WITNESSETH:

WHEREAS, Gurnee operates a communication center for emergency dispatch services. For purposes of this Agreement it shall be referred to herein as the "Communication Center"; and

WHEREAS, Zion operates a full time police department (hereinafter, the "Police Department") providing police services within the City of Zion; and

WHEREAS, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board.

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

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

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority;

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein made

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

Section 1. Recitals.

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

Section 2. Provision of Dispatch Services by Gurnee and Corresponding Obligations of Zion.

A. Obligations of Gurnee. At all times during the term of this Agreement, Gurnee shall continuously operate a full service dispatch center to provide Dispatch Services to Zion. Dispatch Services to be provided by the Communication Center to Zion shall include, without limitation, the following:

1. Provide 24-hour a day answering of all 9-1-1 calls for police services, fire protection and emergency medical services within the City of Zion.
2. Provide 24-hour a day answering of all calls made to the ten (10) digit emergency telephone numbers for the Fire Department and the Police Department.
3. Provide answering of all calls made to the public safety non-emergency ten (10) digit Police Department telephone number. These calls must first be directed through Zion's auto attendant before the Communication Center will answer calls seeking immediate assistance.
4. Utilize updated telephone lists of Zion staff and employees, and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by the Communication Center.
5. Provide 24-hour a day dispatching for all Zion Police and Fire Department calls for police services and fire protection and emergency medical services and related activities. The Communication Center shall provide properly qualified employees to dispatch all calls for fire protection and police services.
6. Maintain and operate radio, emergency telephone and computer communications located in the Communication Center for all Police Department and Fire Department calls, utilizing national recognized standards and existing procedures of the Communication Center.
7. The Communication Center shall use best efforts to employ sufficient staff to answer anticipated call loads as the demands change from time to time.

8. Provide and continuously update training to all employees of the Communication Center in the operation of the equipment utilized by the Communication Center in order to provide the Dispatch Services.
9. Upon request by Zion, the Communication Center shall provide copies of reports on call volume, LEADS reports, officer time usage, and other requested reports.
10. Provide warning notifications to the Zion community and residents, including activating community warning sirens and mass call system, as requested by Zion and in accordance with the Communication Center's policies and procedures, provided that Zion shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Zion's community warning sirens and mass call system from the Communication Center.
11. Maintain a call logging and recording system of all emergency 9-1-1 calls and provide access to recorded calls to Zion in accordance with the Communication Center policies and procedures.
12. Operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
 - b. Enter into the LEADS or NCIC system information as requested by Zion, including without limitation warrants and sex offenders.
 - c. Maintain and manage all hot files, LEADS and NCIC files.
 - d. Remove from the LEADS and NCIC files information and data that is no longer current upon proper notification.
 - e. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Zion.
13. Maintain and operate mutual aid dispatch services for Zion in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS") for police and the Mutual Aid Box Alarm System ("MABAS") for fire, as well as any other applicable public safety organizations, provided, however, that the Communication Center's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Zion.
14. All tele-communicators responsible for the provision of emergency medical

dispatch ("EMD") shall be EMD certified through one of the state approved EMD certification programs.

B. Obligations of Zion. Zion agrees to perform the following in order to enable the Communication Center 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 Zion designee for receiving notice in the extended absence of Police Chief and/or Fire Chief.
3. Provide proper equipment and connections to enable the Communication Center to view, when requested by Zion, all closed circuit video cameras as identified by Zion, with the understanding that these video cameras will provide real time viewing. The Communication Center will have the ability to view the camera sites, but the Communication Center is not undertaking and shall not undertake the duty to record the video camera sites.
4. Provide installation and maintenance for all vehicle computers, laptops and/or tablets in Zion's apparatus and vehicle fleet.
5. Zion will provide an auto attendant for all non-emergency telephone calls during the hours that Zion does not have the phones staffed. Zion will be responsible for the delivery of all phone calls being forwarded by the auto attendant to the Communication Center.
6. Provide timely reports and other data needed for the Communication Center to comply with LEADS requirements.
7. The Communication Center agrees to participate in training exercises of Zion upon reasonable notification thereof.

Section 3. Determination and Payment of Costs by Zion.

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

- July 1, 2017–April 30, 2018 = \$875,000 Annual Fee (10 months = \$721,167)
- May 1, 2018– April 30, 2019 = 2017/2018 Price with CPI Increase not to exceed 3.5% or be below 1%.
- May 1, 2019– April 30, 2020 = 2018/2019 Price with CPI Increase not to exceed 3.5% or be below 1%.
- May 1, 2020– April 30, 2021 = 2019/2020 Price with CPI Increase not to exceed 3.5% or be below 1%.

- May 1, 2021– April 30, 2022 = 2020/2021 Price with CPI Increase not to exceed 3.5% or be below 1%.

As used in this Contract, "CPI" means the Consumer Price Index (CPI) for Urban Consumers used by the Illinois Department of Revenue to establish permissible increases to property tax extensions pursuant to the Illinois Property Tax Extension Limitation Law [35 ILCS 200/18-185 to 18-245]. The Monthly Dispatch Fee shall be due on the first of each month beginning on July 1, 2017; the "**Commencement Date**". The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

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

Section 4. Insurance.

A. Coverage Provided. Gurnee 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 Gurnee who perform the Dispatch Services under this Agreement.
6. Such coverages shall be in amounts no less than what Gurnee maintains for itself in its normal course of business.

B. Indemnification.

1. Gurnee does hereby indemnify and hold Zion harmless from and against any and all claims which may arise out of the provision of Dispatch Services by the Communication Center under this Agreement, except to the extent caused by the negligence of Zion, as the case may be.
2. Zion does hereby indemnify and hold Gurnee harmless from and against any and all

claims which may arise out of the obligations of Zion under this Agreement, or any obligation related to the provision of police and/or fire services, except to the extent caused by the negligence of the Communication Center.

C. Proof of Coverage by Gurnee. Gurnee agrees to furnish to Zion a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Zion within thirty (30) days after the effective date of this Agreement, and shall name Zion as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

D. Termination of Coverage. If Gurnee's coverage as provided by its insurer is terminated for any reason:

1. Gurnee shall promptly notify Zion of receipt of any such notice; and
2. Gurnee agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

E. Coverage by Zion. Zion 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 Zion under this Agreement, and to provide proof of insurance at Gurnee's request.

Section 5. Promotion of Interaction and Communication.

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between the Communication Center and Zion. 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. Zion shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Zion (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of the Communication Center.

B. Issue Resolution Procedure. The Communication Center shall establish operational rules and procedures for logging in and responding to inquiries and issues referred to it by individuals requesting or receiving Dispatch and/or concerning the Dispatch Services. The procedures shall include a requirement that the Communication Center informs Zion when specific inquiries and/or issues are brought to the attention of the Communication Center. The rules and procedures shall include responding to operational issues referred by the City of Zion Chiefs or their designee.

C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis (at least quarterly) to discuss this Agreement and

the Dispatch Services provided pursuant to this Agreement, including, without limitation issues relating to the operation of the Dispatch Services and the complaint procedures.

Section 6. Records.

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

Section 7. Dispute Resolution.

A. Negotiations. 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, Gurnee and Zion shall continue to fulfill the terms of this Agreement to the fullest extent possible. Gurnee shall continue to provide Dispatch Services to Zion as provided by this Agreement. Zion shall continue to make all monthly payments to Gurnee for the Dispatch Services as provided by this Agreement. Except as provided herein, Zion shall have no right to withhold from Gurnee payments due or which become due under this Agreement, nor any right to recover from Gurnee amounts previously paid under this Agreement (unless paid in error or contrary to the provisions of this Agreement or law), nor any right of reduction or set-off against the amounts due or which become due under this Agreement; it being the intent hereof that the parties shall be absolutely and unconditionally obligated to make all payments under this Agreement, such obligations to survive termination of this Agreement.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Lake County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public

health and safety. However, during all periods in which the parties are dealing with a dispute or a remedy, Gurnee shall continue to provide dispatch services only so long as Zion continues to make its monthly payments.

Section 8. Term: Termination.

A. Term. The term of this Agreement shall be for 4 years and 10 months following the Commencement Date, terminating on April 30, 2022. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable. If the parties do not agree upon a new Contract Price, and if neither party has given timely notice to terminate, then the contract will renew under the same terms and the new Contract Price shall increase at the rate of the CPI not to exceed 3.5% or be below 1%, used to calculate annual property tax extension revenue increases in and for the Parties, from the contract price immediately preceding the contract year in question.

B. Termination. This Agreement may be terminated pursuant to one of the following:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or
2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.
3. Any party may cancel this agreement without cause with advance written notice of at least 365 days and without regard to whether or not the Dispute Resolution procedure set forth in Section 7 or the material default procedure set forth in Section 8, paragraph B, subparagraph 3 has been initiated or followed by any party. Upon termination of this Agreement pursuant to this paragraph, Zion shall be responsible to reimburse Gurnee for unemployment compensation costs incurred by Gurnee that are directly attributable to Zion's request for early termination, unless a court of competent jurisdiction determines that such termination of this Agreement was due to a breach of this Agreement by the

Communication Center.

Section 9. Miscellaneous.

A. Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose new obligations on the Communication Center over and above current obligations, then the parties agree to negotiate a sharing of all new or additional costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.

B. Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the services to be provided by the Communication Center to Zion shall not begin until the Commencement Date.

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 the Village of Gurnee shall be addressed to, and delivered at, the following address:

Village of Gurnee
Attention: Village Administrator
325 N. O'Plaine Road
Gurnee IL. 60031

Notices and communications to the City of Zion shall be addressed to, and delivered at, the following address:

City of Zion
Attention: Police Chief
2828 Sheridan Road

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

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. Ownership and Capital Costs. Gurnee will own the entire dispatch system, including all equipment maintained inside the communication center at 100 N. O'Plaine Road, Gurnee, Illinois.

F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not that which conflict with the laws and rules, of the State of Illinois.

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

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. 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.

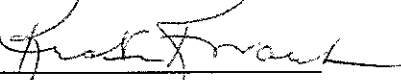
L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

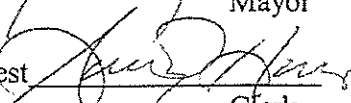
M. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Gurnee and Zion.


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

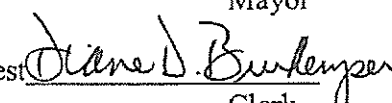
VILLAGE OF GURNEE

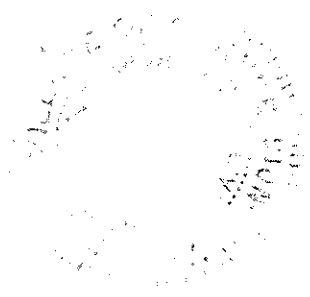
By 
Mayor

Attest 
Clerk

CITY OF ZION

By 
Mayor

Attest 
Clerk



BACK-UP PSAP AGREEMENT



AGREEMENT

Alternate / Secondary Public Safety Answering Point

February 22, 2017

For 9-1-1 Emergency Communications

This agreement is made between the Gurnee Public Safety Answering Point located at 100 N. O'Plaine Road, Gurnee IL 60031, hereinafter referred to as "Gurnee PSAP" and the Waukegan Police Department Public Safety Answering Point located at 101 N. West Street, Waukegan IL 60085, hereinafter referred to as "Waukegan PSAP" 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 Gurnee PSAP is such that an overflow of emergency calls is produced, the overflow of emergency calls will be transferred to the Waukegan PSAP. The Waukegan PSAP will serve as the secondary Public Safety Answering Point, and will be utilized in the event that the primary Gurnee PSAP becomes inoperable, providing the Waukegan PSAP is physically capable of receiving such calls. Waukegan would then become the receiving center for all emergency public safety service requests intended for the Gurnee PSAP for the duration of said event. Should an extended overflow or inoperability event occur, the Gurnee PSAP will physically assign dispatch personnel to the Waukegan PSAP in order to assist with the extra call volume.

When the Waukegan Police Department receives an overflow emergency call for service originating in the Village of Gurnee, they will transfer the call to the Gurnee Police Department and an emergency unit will respond to the call for assistance. Should the Waukegan PSAP be utilized in the event that the primary Gurnee PSAP becomes inoperable, dispatch personnel from Gurnee will be assigned to the Waukegan Police Department to assist with the calls being made via radio relay on StarCom 21 utilizing a pre-determined talk group or other radio resource(s).

Waukegan Police Department

Wayne Walles
Chief of Police

Gurnee Police Department

Kevin Woodside
Chief of Police



Chief Stephen J. Dumyahn
Zion Police Department
2101 Salem Blvd.
Zion, IL. 60099
Phone (847) 746-4103 FAX (847) 746-4088
steved@zion.il.us



FDINA 240th Session

February 7, 2017

Chief Joel H. Brumlik
Winthrop Harbor ETSB
830 Sheridan Road.
Winthrop Harbor, Illinois 60096

Reference: 911 Back Up Agreement

Dear Chief Brumlik,

This letter is to inform you the Zion Police Dispatch Center will be closing in July 2017. The dispatch service responsibilities will be transferred to the Gurnee Police Department. The reason for this notification is to advise you that due to the closing of our dispatch center, we will no longer be able to be the 911 back-up PSAP for your agency. Based on our conversations with the administration of the Gurnee Police Department, they have volunteered to become the back-up PSAP for Winthrop Harbor. If this is agreeable, please reach out to Deputy Chief Sandra Campbell at the Gurnee Police Department as a new back up agreement will need to be executed.

Sincerely,

Stephen J. Dumyahn
Chief of Police



Kristina M. Kovarik, Mayor

www.gurnee.il.us

AGREEMENT
Alternate Public Safety Answering Point

For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Gurnee Police Department 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 Winthrop Harbor Police Department Public Safety Answering Point is such that an overflow of emergency calls is produced, the overflow of emergency calls will be transferred to the Gurnee Police Department, located at 100 N. O'Plaine Road, Gurnee, IL 60031, will serve as the secondary Public Safety Answering Point, and will be utilized in the event that the primary Public Safety Answering Point becomes inoperable, providing the Gurnee Police Department is physically capable of receiving such calls. It would then become the receiving center for all emergency public safety services provided to the Village of Winthrop Harbor. When the Gurnee Police Department receives an emergency call for service originating in the Village of Winthrop Harbor, they will dispatch the call via radio channel TX158.91- RX 155.61 to the Winthrop Harbor Police Department and an emergency unit will respond to the call for assistance. The Gurnee Police Department will collect the appropriate information about the caller and transfer this information back to the Winthrop Harbor Public Safety Answering Point for the proper recording of this information.

Winthrop Harbor Police Department

A handwritten signature in dark ink, appearing to read "Joel Brumlik".

Joel Brumlik
Chief of Police

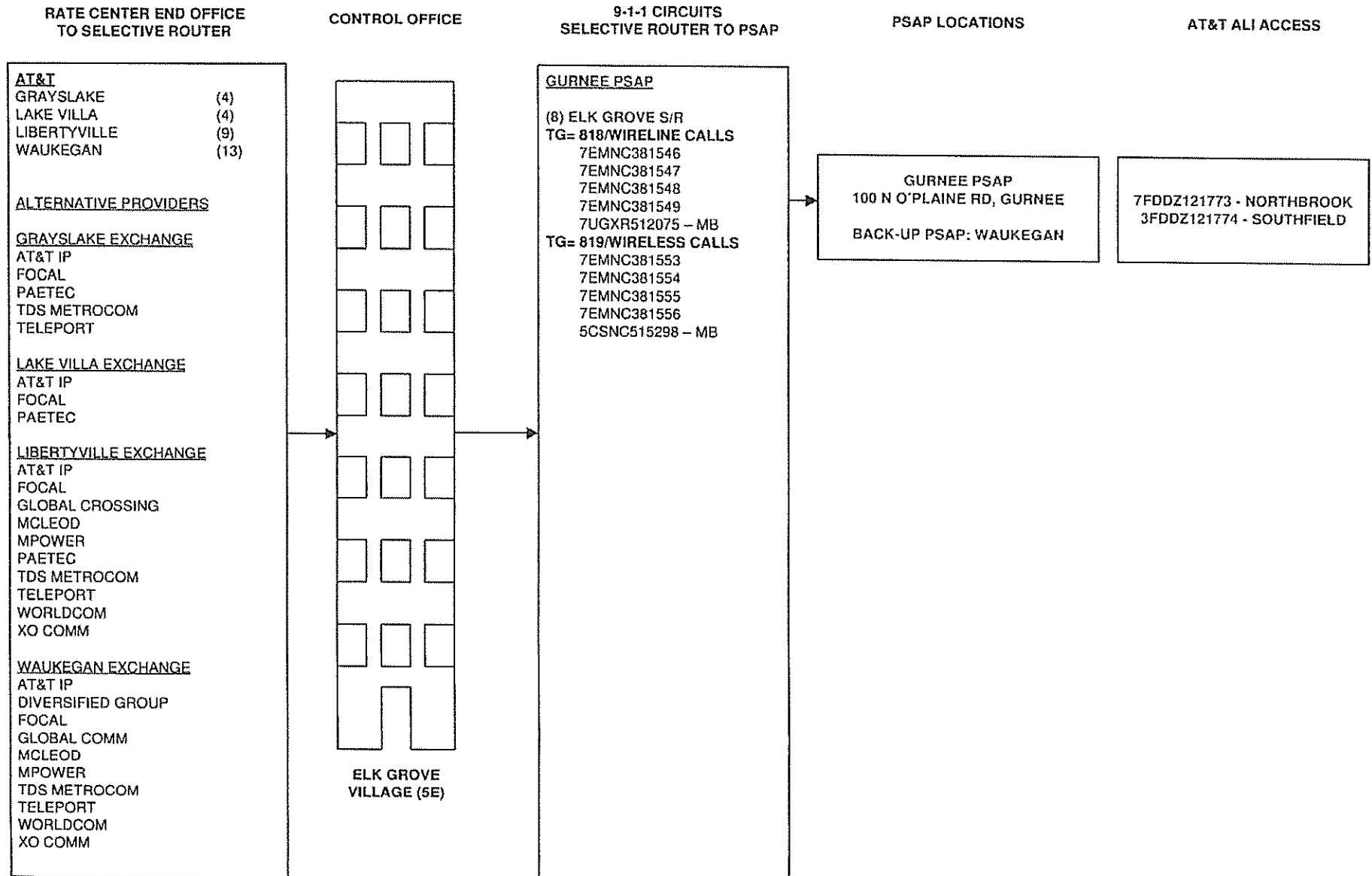
Gurnee Police Department

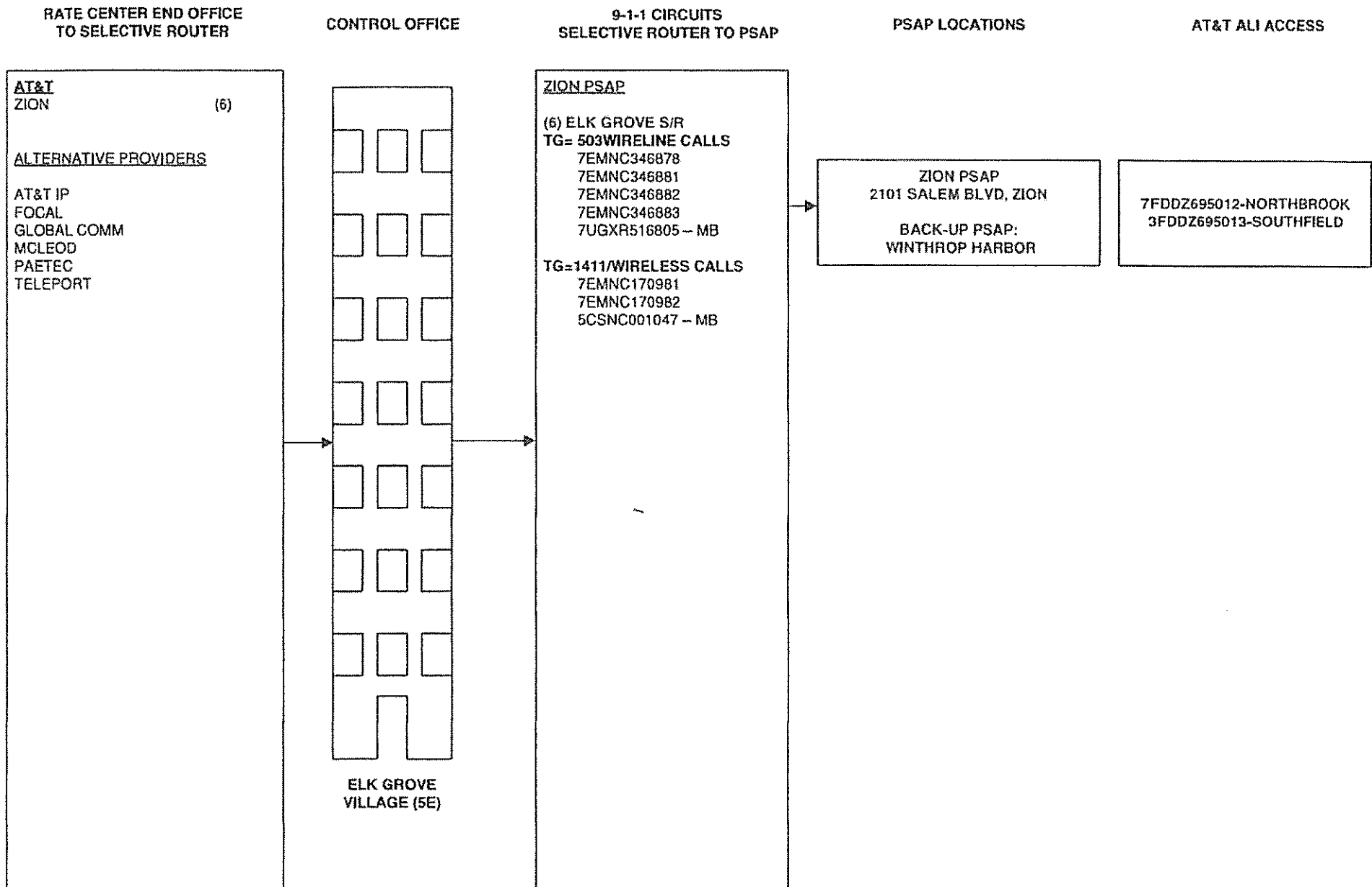
A handwritten signature in dark ink, appearing to read "Kevin Woodside".

Kevin Woodside
Chief of Police

325 North O'Plaine Road, Gurnee, Illinois 60031-2636
Administration 847-599-7500
Building & Engineering 847-599-7550
Fax 847-623-9475

NETWORK DIAGRAM





TEST PLAN DESCRIPTION

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

The new E9-1-1 network design for Gurnee links the Gurnee PSAP at 100 N. O'Plaine Rd, Gurnee, IL 60031 to the AT&T E9-1-1 Selective Router. The backup PSAP will be the Waukegan Dispatch Center at 101 N West St., Waukegan, IL 60085. The 9-1-1 trunks will be programmed into the AT&T selective router with an overflow route to Waukegan Dispatch Center as the second choice. Should all the trunks in the group become busy or be taken out of service, AT&T selective router will determine if 9-1-1 calls can be re-rerouted the overflow route to the Waukegan Dispatch Center. At&T will conduct a call-through testing prior to, and during, the cut over to the consolidated PSAP. This testing will involve personnel making test calls to the PSAPs routing telephone number and will be done to ensure every member of the 9-1-1 trunk group is tested. The premise equipment will be tested to ensure the system is capable of transferring 9-1-1 calls with at least 99% accuracy.

2) List wireline exchanges to be tested.

See Carrier Listing in this document

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

See Carrier Listing in this document

CALL HANDLING AGREEMENTS

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 _____



Kristina M. Kovarik, Mayor

www.gurnee.il.us

Date: January 25, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the First Fire Protection District of Antioch Township for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847 911-3706 via "speed dial"

SECONDARY: Radio Relay, 155.3700

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: [Signature]

Title: POLICE CHIEF

AGENCY

**FIRST FIRE PROTECTION DISTRICT
OF ANTIOCH TOWNSHIP**

By: [Signature]

Title: FIRE CHIEF



Kristina M. Kovarik, Mayor

www.gurnee.il.us

Date: January 25, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the City of North Chicago for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847 911-3867 wireless 847-911-3869 via "speed dial"

SECONDARY: Direct Telephone Transfer 847-596-8774

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: [Signature]

Title: POLICE CHIEF

AGENCY

CITY OF NORTH CHICAGO

By: [Signature]

Title: 911 Chairman



Kristina M. Kovarik, Mayor

www.gurnee.il.us

Date: January 25, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the City of Grayslake for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847 911-3792, wireless 847-911-3794 via "speed dial"

SECONDARY: Direct Telephone transfer, 847-223-8960

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: _____

Title: _____

AGENCY

CITY OF GRAYSLAKE

By: _____

Title: _____

Date: January 25, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and Lake County for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847-911-3702 wireless 847-911-3197 via "speed dial"

SECONDARY: Telephone Transfer to 847-549-5200

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: 

Title: CHIEF OF POLICE

AGENCY

LAKE COUNTY

By: 

Title: 911 Coordinator



Kristina M. Kovarik, Mayor

www.gurnee.il.us

Date: January 25, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the Village of Libertyville for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847 911-3887 wireless 847-911-3249 via "speed dial"

SECONDARY: Direct Telephone Transfer, 847-362-4449

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: *[Signature]*

Title: *Chief of Police*

AGENCY

VILLAGE OF VERNON HILLS

By: *[Signature]*

Title: *Chief of Police*

325 North O'Plaine Road, Gurnee, Illinois 60031-2636
Administration 847-599-7500
Building & Engineering 847-599-7550
Fax 847-623-9475



Kristina M. Kovarik, Mayor

www.gurnee.il.us

Date: January 25, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the Newport Fire Protection District for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847 599-7000 via "speed dial" on the dialing system

SECONDARY: Radio Relay, via Fire Frequency 155.055

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: [Signature]

Title: Chief of Police

AGENCY

NEWPORT FIRE PROTECTION DISTRICT

By: [Signature]

Title: Fire Chief

325 North O'Plaine Road, Gurnee, Illinois 60031-2636
Administration 847-599-7500
Building & Engineering 847-599-7550
Fax 847-623-9475

Date: January 25, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the City of Park City for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847 911-3877 via speed dial"

SECONDARY: Telephone Relay to 847-623-5030

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: 

Title: Chief of Police

AGENCY

CITY OF PARK CITY

By: 

Title: Commander



Kristina M. Kovarik, Mayor

www.gurnee.il.us

Date: January 25, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the City of Winthrop Harbor for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847-911-3912 via "speed dial"

SECONDARY: Radio Relay, via Fire Frequency 155.055

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: [Signature]

Title: CHIEF OF POLICE

AGENCY

CITY OF WINTHROP HARBOR

By: [Signature]

Title: Dir. of Police Admin.

January 23, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the Illinois State Police, District 2, for the purpose of effective handling of 9-1-1 emergency calls

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847 931-2400

SECONDARY: Telephone Transfer to 847 931-2401

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: [Signature]

Title: CHIEF OF POLICE

AGENCY

ILLINOIS STATE POLICE - District 2

By: [Signature]

Title: BUREAU CHIEF

January 19, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the Illinois State Police, District Chicago, for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847 294-4843

SECONDARY: Telephone Transfer to 847 294-4844

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: [Signature]

Title: CHIEF OF POLICE

AGENCY

ILLINOIS STATE POLICE – District Chicago

By: [Signature]

Title: BUREAU CHIEF

Kristina M. Kovarik
Mayor

DEPARTMENT OF POLICE

Kevin M. Woodside
Chief of Police

100 North O'Plaine Road
Gurnee, Illinois 60031-2630
www.gurnee.il.us



Administration 847.599.7050
Communications 847.599.7000

Agreement

Date: February 22, 2017

RE: 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereafter referred to as a PSAP and the City of Waukegan for the purpose of effective handling of 9-1-1 emergency calls.

Gurnee PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner.

PRIMARY: Telephone Transfer to 847-599-2608 via "speed dial" on the dialing system

SECONDARY: Radio Relay, via StarCom21 Talkgroup WKPD-ALT (807.125)

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

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

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

It shall be the responsibility of your agency to maintain the report of call, and the disposition of each call received.

All agreements, management, records, and service will be the responsibility of the advisory and policy board.

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

PSAP

VILLAGE OF GURNEE

By: 

Title: Chief of Police

AGENCY

CITY OF WAUKEGAN

By: 

Title: Chief of Police