

## 911 GENERAL INFORMATION

DATE: 11-15-2018

|                                  |                                                       |                                                |                                                 |
|----------------------------------|-------------------------------------------------------|------------------------------------------------|-------------------------------------------------|
| 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                          |                                                 |
| Hillside                         | 8203                                                  | 3.18                                           |                                                 |
| Westchester                      | 16718                                                 | 3.69                                           |                                                 |
| Forest View                      | 698                                                   | 1.2                                            |                                                 |
| Justice & Willow Springs         | 18450                                                 | 7                                              |                                                 |
|                                  | 44069                                                 | 15.07                                          |                                                 |
| System Name after Consolidation: | South West Cook County                                |                                                |                                                 |

[illegible]

911 System Contact: Joseph Beckwith

Street Address: 425 N. Hillside Ave

City, State and Zip Code: Hillside, IL 60162Office Telephone: 708-202-4381

Cellular Telephone: 708-846-0558

Email: [jbeckwith@hillside-il.org](mailto:jbeckwith@hillside-il.org)

**Wireless Coverage for Consolidated System:**

100 % Phase II compliant

100 % Phase I compliant

**Please check if applicable:**

X NG9-1-1 capable

Receive 9-1-1 Text

## Receive 9-1-1 Video

## VERIFICATION

I, Joseph Beckwith, first being duly sworn upon oath, depose and say that I am Spokesperson, of South West Cook County JETSB; 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.

Joseph Beckwith



Subscribed and sworn to before me

this 14<sup>th</sup> day of DECEMBER, 20 18.



NOTARY PUBLIC, ILLINOIS



## 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

11-10-2018

(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) JOSEPH BECHTEL

(Title) 911 DIRECTOR

enclosure: Consolidation Plan

# 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<br><input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.  | Type of Radio/Telecommunications systems compatible with participating and adjacent agencies.                      | <input type="checkbox"/> STARCOMM21<br><input type="checkbox"/> STARCOMM21 ITTF channels only<br><input checked="" type="checkbox"/> Other, explain below<br><br><b>Hillside/Westchester participate in Net 17 for police, MABAS Division 20 for Fire. Justice/Willow Springs participate in Net 10 for police, Forest View is in Cook Co. talk group for police and MABAS Division 10 for Fire. Roberts Park Fire Prevention District is in MABAS 21.</b> |
| 3.  | Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200b)3)? | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                     |
| 4.  | Have you included maps to show the territory covered by the system?                                                | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No<br><b>Plans submitted without this documentation will be rejected.</b>                                                                                                                                                                                                                                                                                                              |
| 5.  | Have you included a listing of all telephone companies?                                                            | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No<br><b>Plans submitted without this documentation will be rejected.</b>                                                                                                                                                                                                                                                                                                              |
| 6.  | Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?               | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No<br><b>Plans submitted without this documentation will be rejected.</b>                                                                                                                                                                                                                                                                                                              |
| 7.  | Have you included a list of participating and adjacent agencies?                                                   | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No<br><b>Plans submitted without this documentation will be rejected.</b>                                                                                                                                                                                                                                                                                                              |
| 8.  | Have you included financial information?                                                                           | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No<br><b>Plans submitted without this documentation will be rejected.</b>                                                                                                                                                                                                                                                                                                              |
| 9.  | Public education.                                                                                                  | <input type="checkbox"/> This is an unserved county that will require public education. (See attachment.)<br><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.)<br><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.)<br><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<br><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<br><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<br><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?<br>If no, please explain.                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |                                                              |
| 14a. | <p>Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.</p> <p>Both systems are maintained by West/Intrado. All Corrections/additions/deletions will be forwarded to Intrado in a timely manner when it is needed.</p>                                                                                                                                                                                                                                                                                                       |                                                                        |                                                              |
| 15.  | <p>Who is the 9-1-1 system provider for your 911 system? Please explain whether the system will be legacy based, next generation based or a combination.</p> <p>Hillside- Motorola Cassidian (formerly Airbus DS Comm) with Vela Mapping is a NG9-1-1 capable system. Maintained by AT&amp;T and installed in 2015.</p> <p>Justice- Moducom 9-1-1 with Capers Mapping is a legacy based. Maintained by Mercury Systems. Justice is going to be purchasing a Zetron system that will be NG9-1-1capable.</p> <p>Both systems will connect to Esinet when available.</p> |                                                                        |                                                              |

*(Please include additional pages if needed.)*

## NARRATIVE STATEMENT:

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

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

### Plan Narrative:

As a result of the 9-1-1 legislation the Villages of Hillside, Westchester, Justice, Willow Springs and Forest View are consolidating to form the South West Cook County ETSB (SWCC). Prior to legislation being passed both Hillside and Justice were in the process of trying to consolidate with neighboring communities. This was done multiple times over the years, with the communities realizing the benefits of having a consolidated dispatch. Due to political and financial reasons these talks always fell apart. When the consolidation legislation passed many of these same communities again came together to try and consolidate. Hillside was close to consolidating with a small neighboring community but were unable to find another partner to make the consolidation work. Justice was also in talks with neighboring communities and could not come to an agreement.

At one point, 9 different communities got together and had meetings to figure out some way to consolidate. These communities knew consolidation would allow for sharing of resources and a reduction in total budgets spent on redundant services; but it also had to make sense fiscally and meet the 9-1-1 legislation requirements. Most of these (9) communities were the odd towns out; as their neighbors all partnered off or joined larger centers. Multiple meetings and talks ended with the group of towns starting to work on intergovernmental agreements and ordinances. At the last minute the group fell apart due to the political changes. Three of the nine communities attempted to go it alone and failed to consolidate (Mid-South Comm ETSB). Some of the communities left the group, going their own way after the remaining communities failed to consolidate. That is when Hillside, Justice, Forest View, Willow Springs and Westchester decided to form an ETSB and consolidate.

The five Villages modeled their JETSB after the successful Des Plaines Valley ETSB. The 9-1-1 Authority, South West Cook County ETSB would manage two PSAP's, a north (Hillside) and a south (Justice). Each location would also handle prisoner detention services for the towns they dispatch. Housing prisoners had been a huge roadblock to consolidating for all involved towns. Cook County does not have a central lockup where prisoners can be transported or dropped off anytime. It is up to the individual towns to house the prisoners until it is time to be transported for bond court at the County Courthouse. Once the consolidation is approved, Forest View dispatch and Willow Springs dispatch would be dissolved, and Westchester would move to Hillside. The new single JETSB would consolidate 4 ETSBs, 5 towns, into 2 PSAP's.

The five villages are unable to form one PSAP or dispatch center due to financial constraints, space available, and the geographical distance for detention services. Having only one center would be detrimental to the public safety of these communities. Forcing only one center would also cause each village to further backfill positions that are currently

## Narrative Plan:

the ancillary duties of the telecommunicators. These duties can include matron searches, prisoner monitoring, LEADS, records, data entry, bond receipts and much more. Hiring for these positions would increase budgets, undoing any of the cost savings realized with the consolidation. Budgets would have to be re-figured and some services would have to be cut. It would cause many financial and operational issues within the consolidated communities.

Westchester and Hillside share large adjoining jurisdictions which causes large numbers of 9-1-1 calls to be received by the wrong town. The calls then need to be transferred back and forth to get to the correct dispatch. Consolidating would fix this problem and allow these calls to be answered by the correct dispatch without any transfers. The Villages of Westchester and Hillside had always worked well together and had partnered in the past whenever possible. The police and fire departments are on the same radio bands and back each other up and provide mutual aid. In 2015, Hillside was forced to purchase new Next Gen 9-1-1 equipment, phone system, GIS, Radio Consoles, and a microwave radio system before the consolidation legislation was passed. The system is not scheduled for end of life until 2023-2025 and if more positions get added it will push the systems life expectancy even further.

Justice and Willow Springs also share a border which causes calls to get transferred to each other. Consolidation would fix this issue and take away the need to transfer calls. Justice had already updated many of their systems (radios, cameras, fire alerting, and lockup) to allow for them to dispatch for neighboring communities and become a needed local lockup option. The Villages of Justice and Willow Springs had already partnered and begun to share different resources. They are planning on joining their police portable radio network to the STARCOM21 system. Willow Springs purchased the same Capers software so they could share information with one another that would allow for an easier consolidation in the future. Forest View was a similar community in need of dispatch and prisoner detention services. This allowed Forest View to become a perfect partner with Willow Springs and Justice.

The consolidation forced these cooperating towns to get creative and come up with a plan to share resources and improve public safety. Hillside would dispatch for Hillside Fire/Police and Westchester Fire/Police. Justice would dispatch for Roberts Fire Protection District, Justice Police, Forest View Police/Fire, and Willow Springs Police. Hickory Hills also transfers their fire calls (Roberts Fire Protection District) to Justice to be handled and dispatched. Willow Springs fire uses Tri-State Fire Protection District and the calls get transferred to Addison Consolidated Dispatch Center. These two fire protection districts have previous, long standing contracts that the South West Cook County ETSB does not control.

Hillside would use Broadview (Eisenhower 9-1-1 ETSB) as their back-up and Justice would use Hickory Hills (DesPlaines Valley ETSB) as their back-up. This would be the most beneficial backup method, both fiscally and for impact on public safety. Both backup centers are already equipped with the correct radio and phone line infrastructures. These backups allow for an effective transition for rollover purposes or in an emergency. In all, the total area served by the SWCC JETSB will be over 15 sq. miles with a population of 44,069. This is just census population, with the many schools, industrial, commercial, high rises, and office buildings the daytime population served is over 200,000. This does not include the pass-through traffic of all the expressways, tollways, and other major thoroughfares including I-294, I-88, I-290, and I-55.

## FINANCIAL INFORMATION

| Name of ETSB(s) that are being dissolved             | Total Reserves to be transferred to the Joint ETSB |
|------------------------------------------------------|----------------------------------------------------|
| Justice ETSB, Willow Springs ETSB & Forest View ETSB | \$ 10,000                                          |
| Hillside ETSB                                        | \$ 10,000                                          |

### Dispatch Staff and Positions

- 10 Number of answering positions prior to the consolidation (total for all entities)
- 7 Number of answering positions in the consolidated system
- 20 Number of full time dispatchers/call takers prior to the consolidation (total for all entities)
- 17 Number of full time dispatchers/call takers in the consolidated system
- 30 Number of part time dispatchers/call takers prior to the consolidation (total for all entities)
- 15 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 | \$ 45,044.64 |
| b) Total network cost of consolidated system                     | \$ 45,044.64 |
| c) Net change in network costs:                                  | \$ 0.00      |

If no cost savings in network please explain:

There are no network cost changes. At&t would move the separate ANI/ALI/Selective (ALS) routing and wireless charges from the separate entities to the new ETSB.

Hillside annual charges are \$8412.48, ALS charges are \$5400.00 and wireless charges are \$3012.48.  
 Justice/Willow Springs annual charges are \$6683.64, ALS charges are \$5400.00 and wireless charges are \$1283.64.  
 Forest View annual charges are \$1800.00 for ALS, they do not have any wireless charges.  
 Westchester annual charges are \$28148.52, ALS charges are 1148.52 and wireless charges are \$27,000.00.  
 By rerouting Westchester the state will not be saving anything because the current charges will remain the same.

These numbers were provided by AT&T on 12/06/2018.

# FINANCIAL INFORMATION

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

| Network Cost      | Estimated Amount (per year) |
|-------------------|-----------------------------|
| AT&T Connectivity | \$ 45,044.64                |
|                   | \$                          |
|                   | \$                          |
|                   | \$                          |
|                   | \$                          |
|                   | \$                          |

## Other Consolidation Cost

|                                                                                |               |
|--------------------------------------------------------------------------------|---------------|
| PSAP, CPE, CAD Equipment, logging recorders                                    | \$ 700,671.70 |
| MSAG and Mapping Development or changes                                        | \$ 0.00       |
| Radio Consoles                                                                 | \$ 0.00       |
| Construction or Remodel of PSAP                                                | \$ 75,000.00  |
| Personnel                                                                      | \$ 0.00       |
| Other (Please place total amount in the blank at the right and explain below). | \$ 4,500.00   |

The other costs include installing the connectivity (Fiber connections) from dispatch to the fire stations for Zetron Fire Station Alerting. The fiber install is \$500 per site and the rest of the fee is rolled into the monthly payments.

The equipment costs are broken down and attached, titled "South West Cook County ETSB Equipment for Consolidation"

## Recurring and Nonrecurring Cost (per year)

|                                                           |                 |
|-----------------------------------------------------------|-----------------|
| Estimated nonrecurring cost for consolidation             | \$ 780,111.71   |
| a) Recurring costs prior to consolidations (all entities) | \$ 2,835,000.00 |
| b) Proposed recurring cost for consolidated system        | \$ 2,900,000.00 |
| c) Net change in recurring costs: a – b = c               | \$ -65,000.00   |

## Revenue (per year)

|                                               |               |
|-----------------------------------------------|---------------|
| Projected surcharge revenue                   | \$ 610,000.00 |
| Projected revenue from local governments      | \$            |
| Projected revenue from other sources (grants) | \$            |
| Revenue in reserves                           | \$            |
| Total Revenue                                 | \$ 610,000.00 |

# FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION PLAN

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

## Narrative:

The Villages of Hillside, Westchester, Forest View, Willow Springs and Justice are consolidating to form the South West Cook County ETSB. Once the application is approved, Westchester will move over to Hillside; and Willow Springs and Forest View will both close their dispatch centers and move to Justice. All the ETSBs: Hillside ETSB, Forest View ETSB, Willow Springs ETSB, and Justice ETSB will be dissolved and all five towns will form the new JETSB. South West Cook County ETSB will be the 9-1-1 Authority managing the two PSAPs, a north (Hillside), and a south (Justice). Justice and Hillside will also handle prisoner detention services for the communities they dispatch. Once approved by the state, the expected timeline is within 6 months to be fully consolidated.

This timeline will allow for Justice and Hillside to make necessary upgrades to dispatch for the additional towns. Justice PSAP will be installing a new Zetron NG 9-1-1 system and Hillside PSAP will be adding two more positions, reconfiguring their dispatch room, and installing new consoles. Both Hillside and Justice will need to configure Capers, adding for Westchester, Forest View, and Willow Springs. They will also need to retrieve and load any 9-1-1/GIS databases, CAD, and address data among other things. After everything is installed, there will need to be testing and training. Once complete, Forest View, Willow Springs, and Westchester would be cut-over and consolidation would be complete.

South West Cook County dispatch is expecting about \$610,000 per year. About \$410,000 of this money will be used for dispatch costs. \$100,000 will be used to cover equipment and maintenance costs. \$100,000 will be set aside for future upgrades for the centers. It is approximated that after 7 years there will be about \$700,000 set aside for needed upgrades. These estimated numbers could change as the fee structures change or if any of the interested towns join the JETSB. The current estimates and town breakdown are listed below.

### Annual 9-1-1 Fees by town

|                |           |
|----------------|-----------|
| Westchester    | \$300,000 |
| Hillside       | \$100,000 |
| Forest View    | \$10,000  |
| Justice        | \$100,000 |
| Willow Springs | \$100,000 |

Estimates in 9-1-1 Fees collected between the 5 towns = \$610,000 per year

\$410,000 will be used to cover dispatch costs

\$100,000 will be used to cover equipment costs

\$100,000 will be set aside for future upgrades for Hillside, Justice

## 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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USE ADDITIONAL SHEETS AS NECESSARY

[illegible]

## PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

[illegible]

## PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

[illegible]

## ADJACENT AGENCIES LIST

Provide a list of public safety agencies and existing 9-1-1 Systems that are adjacent to the proposed system's boundaries. Each agency that appears on this list should also have signed a call handling agreement and/or aid outside jurisdictional boundaries.

| AGENCY                                         | STREET ADDRESS, CITY, ZIP CODE                         | TELEPHONE NUMBER |
|------------------------------------------------|--------------------------------------------------------|------------------|
| Eisenhower 911 ETSB                            | 2350 S. 25th Ave, Broadview, IL 60155                  | 708-645-6550     |
| -Village of Broadview                          | 2350 S. 25th Ave, Broadview, IL 60155                  | 708-345-6550     |
| -Village of Maywood                            | 40 Madison St, Maywood, IL 60153                       | 708-345-6300     |
| Proviso Leyden ETSB                            | 395 W. Lake Street, Elmhurst, IL 60126                 | 708-547-3500     |
| -Village of Bellwood                           | 3200 Washington Blvd, Bellwood, IL 60104               | 708-547-3528     |
| Illinois State Police                          | 801 S. Seventh Street Suite 300, Springfield, IL 62703 | 847-294-4400     |
| Cook County Sheriffs Office                    | 9511 W. Harrison, Des Plaines, IL 60016                | 847-294-4733     |
| -Cook County Forest Preserve                   |                                                        | 847-294-4733     |
| -Village of Berkeley                           | 5819 Electric Ave, Berkeley, IL 60163                  | 708-449-8840     |
| -Village of Lyons                              | 4200 Lawndale Ave, Lyons, IL 60534                     | 708-442-4500     |
| DuPage County ETSB                             | 421 N. County Farm Rd, Wheaton, IL 60187               | 630-550-7743     |
| -DuPage Public Safety Communications<br>DuComm | 420 N. County Farm Rd, Wheaton, IL 60187               | 708-442-4500     |
| -Addison Consolidated Dispatch Center          | 1471 W. Jeffrey Dr, Addison, IL 60101                  | (630) 833-9112   |
| -DuPage County Sheriff                         | 501 N. County Farm Rd, Wheaton, IL 60187               | (630) 407-2400   |
|                                                |                                                        |                  |
| DesPlaines Valley ETSB                         | 6701 S. Archer Ave, Bedford Park, IL 60501             | 708-458-3388     |
| -Village of Bedford Park                       | 6701 S. Archer Ave, Bedford Park, IL 60501             | 708-458-3388     |
| -City of Hickory Hills                         | 8652 W. 95th St, Hickory Hills, IL 60457               | 708-598-4900     |
| Oak Lawn Regional Emergency<br>Communications  | 9446 Raymond Drive, Oak Lawn, IL 60453                 | 708-422-8292     |
| -Village of Bridgeview                         | 7500 S. Oketo Ave, Bridgeview, IL 60455                | 708-458-2131     |
| Cicero 911                                     | 4901 W. Cermak Rd, Cicero, IL 60804                    | 708-652-2130     |
| -Stickney                                      | 6533 Pershing Rd, Stickney, IL 60402                   | 708-788-2131     |
| Chicago OEMC                                   | 121 N. LaSalle St, Chicago, IL 60602                   | 312-746-9111     |
| LTACC                                          | 304 W. Burlington Ave, La Grange, IL 60526             | (708) 352-2059   |
| West Central Consolidated Communications       | 2359 S. DesPlaines Ave, North Riverside, IL 60546      | 708-447-9191     |
| -McCook                                        | 5000 Glencoe Ave, McCook, IL 60525                     | 708-447-9030     |
|                                                |                                                        |                  |

## 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 it's replacement with a JOINT ETSB per an intergovernmental agreement once the consolidation plan is approved by the Statewide 9-1-1 Administrator.

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

**Intergovernmental Agreement** - The agreement creating the Joint ETSB.

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

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

# CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

## FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the 9-1-1 Authority and the (Public Safety Agency) CITY OF CHICAGO (OEMC), for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 312-742-0911 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 312-746-6000 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

9-1-1 Authority

City of Chicago Office of Emergency  
Public Safety Agency Management + Communications

By:  Joseph Beckwith

Title: 911 Director

By: 

Title: Executive Director

# 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) CICERO 911 ETSB, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 847-911-3182 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 708-652-2130 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

CERCCC ETSB

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By:  Corinne Swiatek

Title: 911 Director

Title: Deputy Director

# 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) COOK COUNTY ETSB, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 847-911-3222 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 708-458-1000 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

9-1-1 Authority

COOK COUNTY ETSB

Public Safety Agency

By:  Joseph Beckwith

Title: 911 Director

By: 

Title: EXECUTIVE DIRECTOR

# 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) DESPLAINES VALLEY ETSB, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

### CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 847-911-3927 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 708-458-3388 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

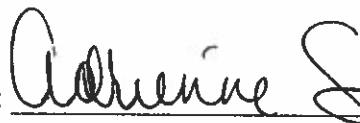
9-1-1 Authority

DesPlaines Valley ETSB

Public Safety Agency

By:  Joseph Beckwith

Title: 911 Director

By:  ADRIENNE SVETICH

Title: 911 Coordinator

# 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) DUPAGE COUNTY ETSB, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 630-833-9112 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

DuPage County ETSB

9-1-1 Authority

Public Safety Agency

By:  \_\_\_\_\_  
Joseph Beckwith

By:  \_\_\_\_\_

Title: 911 Director

Title: Executive Director

# 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) **EISENHOWER JOINT ETSB**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 847-911-3952 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

343-2134

Secondary: Direct Telephone Number: 708-343-6550 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

9-1-1 Authority

Eisenhower Emergency Telephone System Board

Public Safety Agency

By:  \_\_\_\_\_  
Joseph Beckwith

By:  \_\_\_\_\_  
Paul Kurtzner

Title: 911 Director

Title: Director

# 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) ILLINOIS STATE POLICE, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 847-294-4444 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 847-294-4843 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

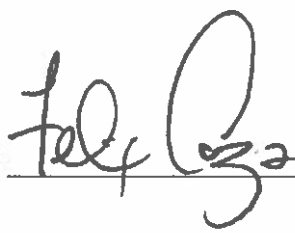
South West Cook County ETSB

9-1-1 Authority

I.S.P

Public Safety Agency

By:  Joseph Beckwith

By: 

Title: 911 Director

Title: BUREAU CHIEF

# 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) **LYONS TOWNSHIP  
AREA COMMUNICATIONS CENTER (LTACC)**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 847-911-3062 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 708-352-2059 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

9-1-1 Authority

LYONS TOWNSHIP AREA Comm CTR/ETSB

Public Safety Agency

By:  Joseph Beckwith

By:  MICHAEL O'CONNOR

Title: 911 Director

Title: EXECUTIVE DIRECTOR

# 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) Oak Lawn Regional Emergency Communications, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

### CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 847-911-3102 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 708-499-7721 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

9-1-1 Authority

Oak Lawn Regional Emergency Communications

Public Safety Agency

By:  Joseph Beckwith

Title: 911 Director

By:  Diana Tousignant

Title: Director

# 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) WEST CENTRAL CONSOLIDATED COMMUNICATIONS, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Primary 9-1-1 Routing Number from AT&T: 847-911-3092 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: Direct Telephone Number: 708-447-9191 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

West Central Consolidated Comm

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By: Jason Rodgers

Title: 911 Director

Title: 911 Director

# 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) WESTCHESTER  
POLICE DEPARTMENT, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Cook County Radio Band Net 17A or Net 17B (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: MDT Terminals (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

Westchester Police Department

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By: Steve Stelter 

Title: 911 Director

Title: Police Chief

# 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) **WESTCHESTER FIRE DEPARTMENT** for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

### CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: **Direct Fire Station Alerting / Tone Out** (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: **MABAS Division 20 Radio Band** (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

9-1-1 Authority

By:



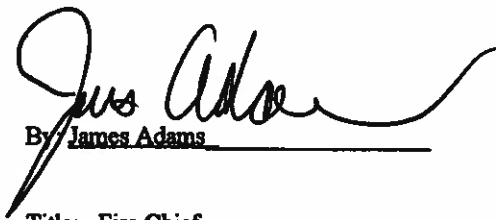
Joseph Beckwith

Title: 911 Director

Westchester Fire Department

Public Safety Agency

By: James Adams



Title: Fire Chief

# 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) **HILLSIDE POLICE DEPARTMENT**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

### CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Cook County Radio Band Net 17A or Net 17B (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: MDT Terminals (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

Hillside Police Department

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By:  Joseph Lukaszek

Title: 911 Director

Title: Police Chief

## 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) **HILLSIDE FIRE DEPARTMENT**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

### CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: **Scan Am - Tone Out, Fire Tie Line** (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: **MABAS Division 20 Radio Band** (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

9-1-1 Authority

Hillside Fire Department

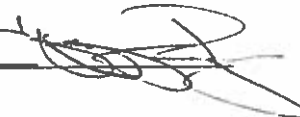
Public Safety Agency

By:



Joseph Beckwith

By: Jeff Pilz



Title: 911 Director

Title: Fire Chief

# 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) **WILLOW SPRINGS POLICE DEPARTMENT**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Cook County Radio Band Net 10 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: MDT Terminals (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

Willow Springs Police Department

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By:  \_\_\_\_\_

Title: 911 Director

Title: Police Chief

# 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) **TRI-STATE FIRE PROTECTION DISTRICT**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: **Direct Fire Station Alerting / Tone Out** (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: **MABAS Division 10 Radio Band** (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

Tri-State Fire Protection District

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By:  \_\_\_\_\_

Title: 911 Director

Title: FIRE Chief

# 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) **JUSTICE POLICE DEPARTMENT**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Cook County Radio Band Net 10 (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: MDT Terminals (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

Justice Police Department

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By: Kraig McDermott 

Title: 911 Director

Title: Police Chief

# 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) **ROBERTS PARK FIRE PROTECTION DISTRICT**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Fire Station Alerting / Tone Out (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: MABAS Division 21 Radio Band (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

Roberts Park Fire Protection District

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By:  \_\_\_\_\_

Title: 911 Director

Title: Fire Chief

Des Plaines Valley ETSB

By: Alan Voolicks  
Police Chief  
Acting on Behalf of:  
Des Plaines Valley ETSB

South West Cook County Consolidated Dispatch ETSB

By: Alvin Chua  
Acting on Behalf of:  
Southwest Consolidated Dispatch

# 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) **FOREST VIEW FIRE DEPARTMENT**, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

### CALL HANDLING

(9-1-1 System Name) **SOUTH WEST COOK COUNTY ETSB** receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Fire Station Alerting / Tone Out (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: MABAS Division 10 Radio Band (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

9-1-1 Authority

Forest View Fire Department

Public Safety Agency

By: 

Joseph Beckwith

By: 

Title: 911 Director

Title: Fire Chief

# 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) FOREST VIEW POLICE DEPARTMENT, for the purpose of effective call handling and routing of 9-1-1 Emergency Calls.

## CALL HANDLING

(9-1-1 System Name) SOUTH WEST COOK COUNTY ETSB receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Cook County Radio Band Talk Group (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone number)

Secondary: MDT Terminals (State Specific Procedures if radio frequency-identity number, if talk group identify name, if telephone-identify telephone 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 the 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.

South West Cook County ETSB

Forest View Police Department

9-1-1 Authority

Public Safety Agency

By:  Joseph Beckwith

By: Gary Wiseman 

Title: 911 Director

Title: Police Chief

# TEST PLAN DESCRIPTION

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

Testing of 911 calls at both PSAPs and the back-up centers. Test calls will be placed through Hillside & Westchester to see if they reach Hillside PSAP back-up Broadview (Eisenhower 911). Test calls will be placed through Justice, Willow Springs, and Forest View to see if they reach Justice PSAP backup Hickory Hills.

Intrado/West will also be updated and made aware of the consolidations.

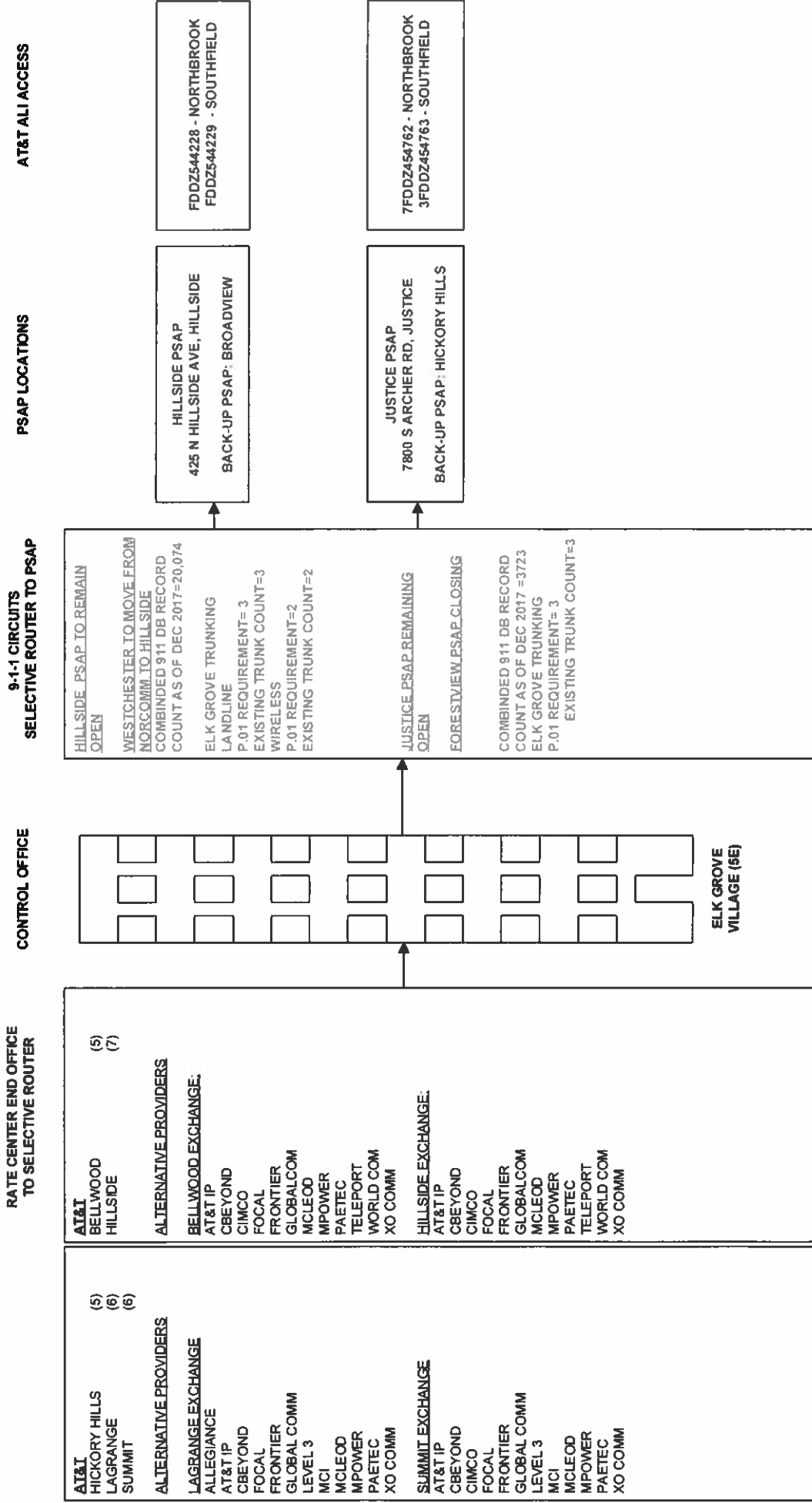
2) List wireline exchanges to be tested.

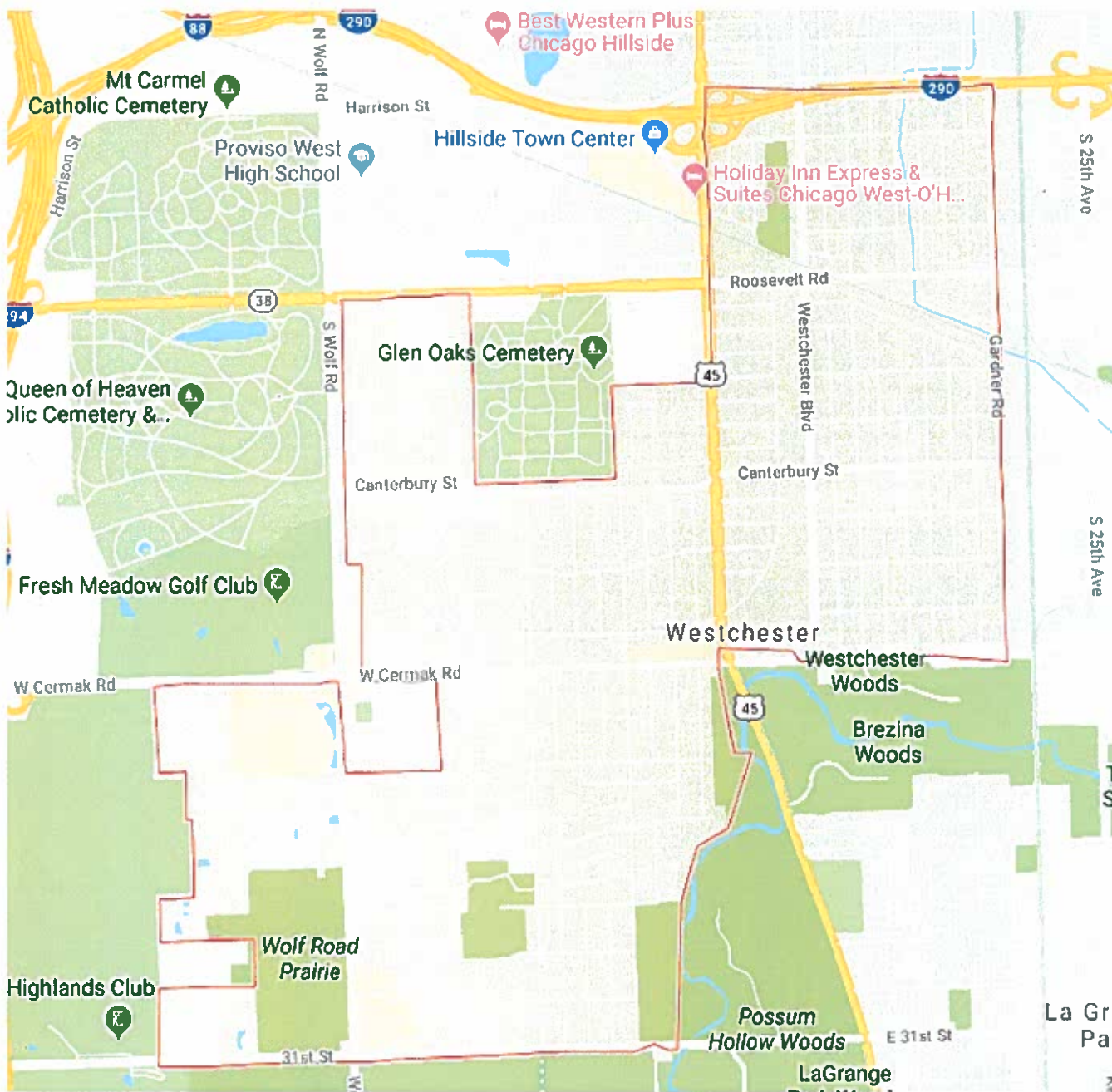
The wireline exchanges that existed for Westchester will be tested to make sure they are routed to Hillside PSAP. The wireline exchanges that existed for Forest View will be tested to make sure they are routed to Justice PSAP.

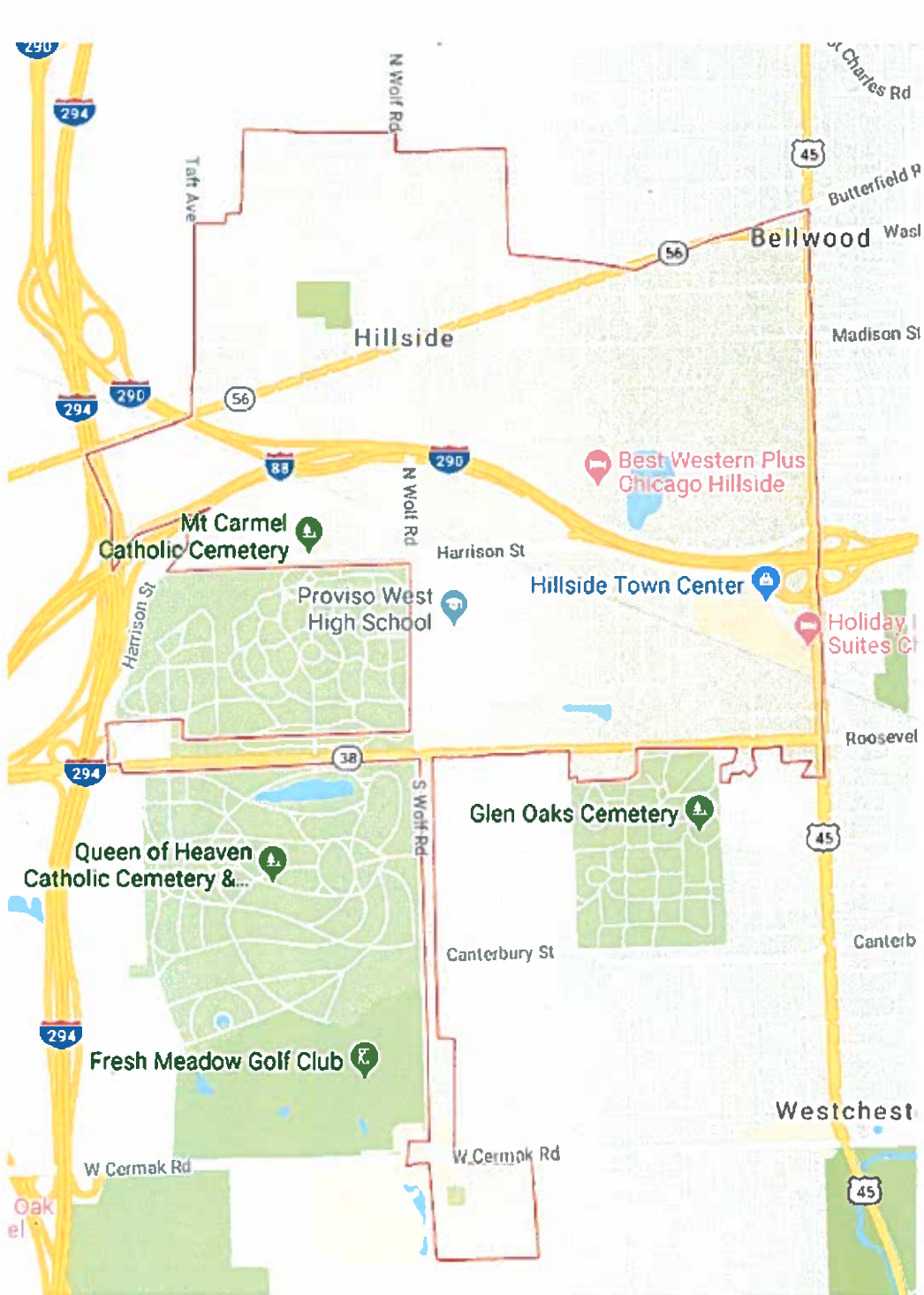
3) List of wireless and VoIP Carriers to be tested.

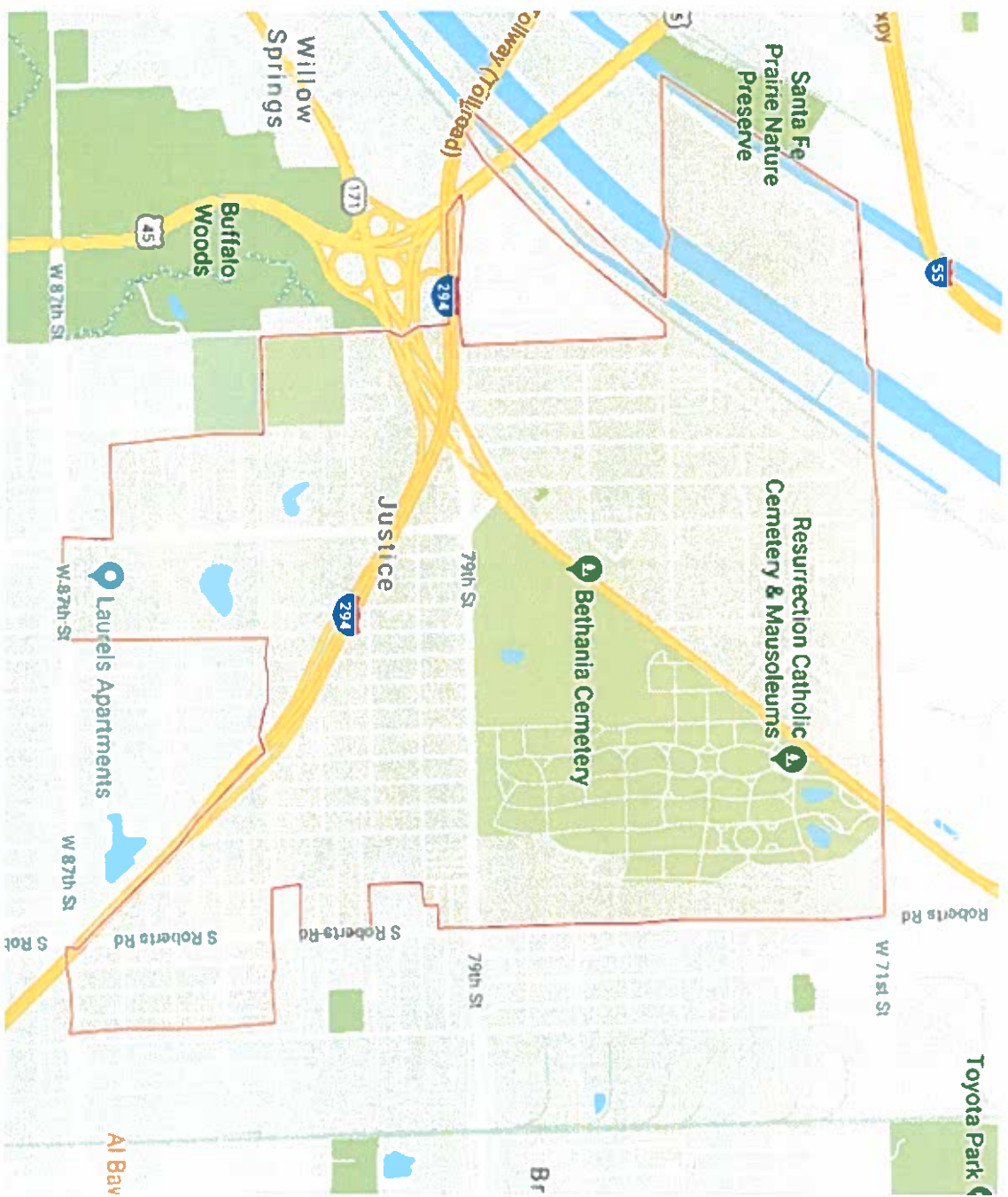
The list of wireless and VoIP carriers from this application will be contacted and each tested if possible.

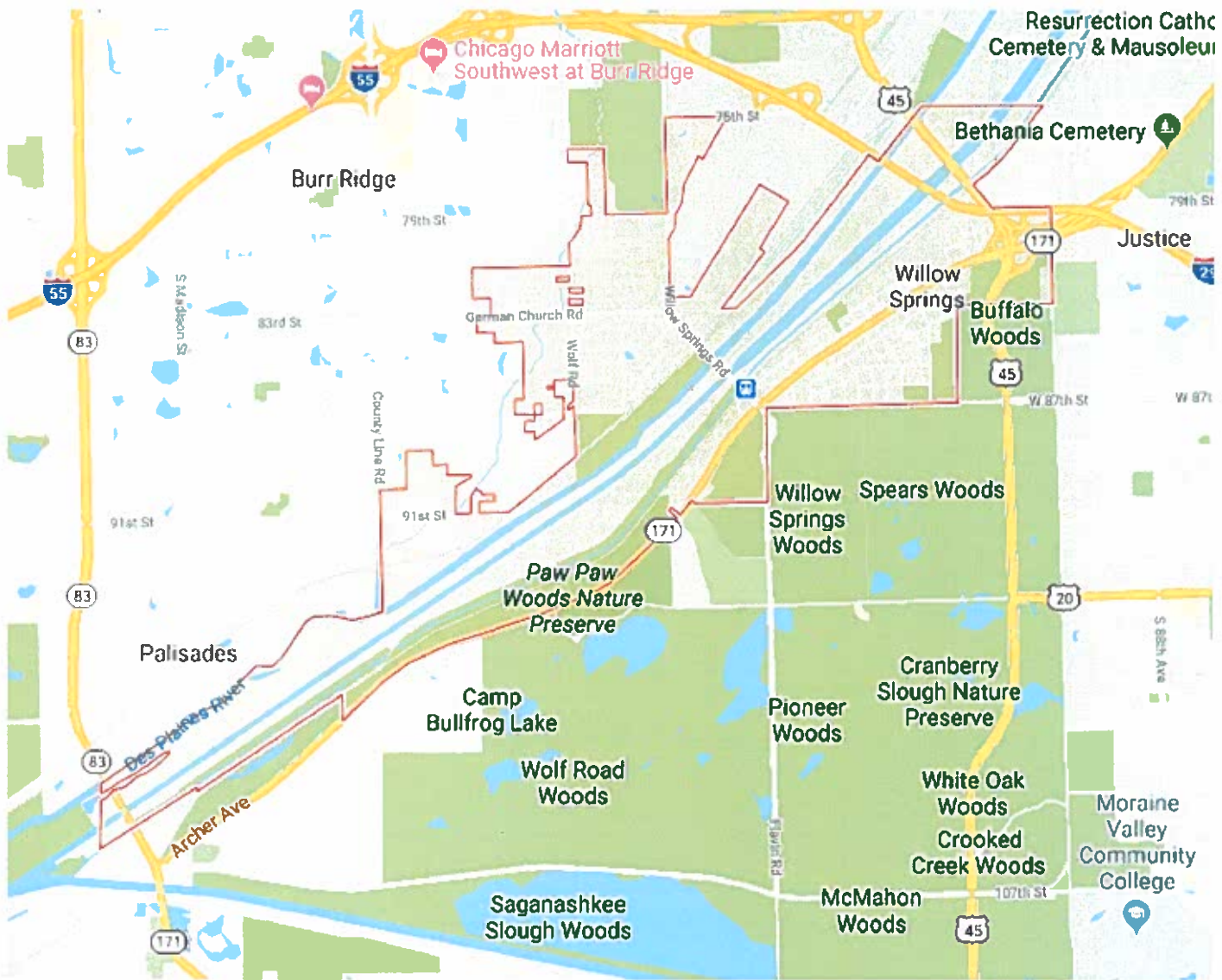
PROPOSED SOUTH WEST  
COOK COUNTY ETSB  
HILLSIDE, WESTCHESTER,  
JUSTICE, WILLOW SPRINGS,  
FOREST VIEW

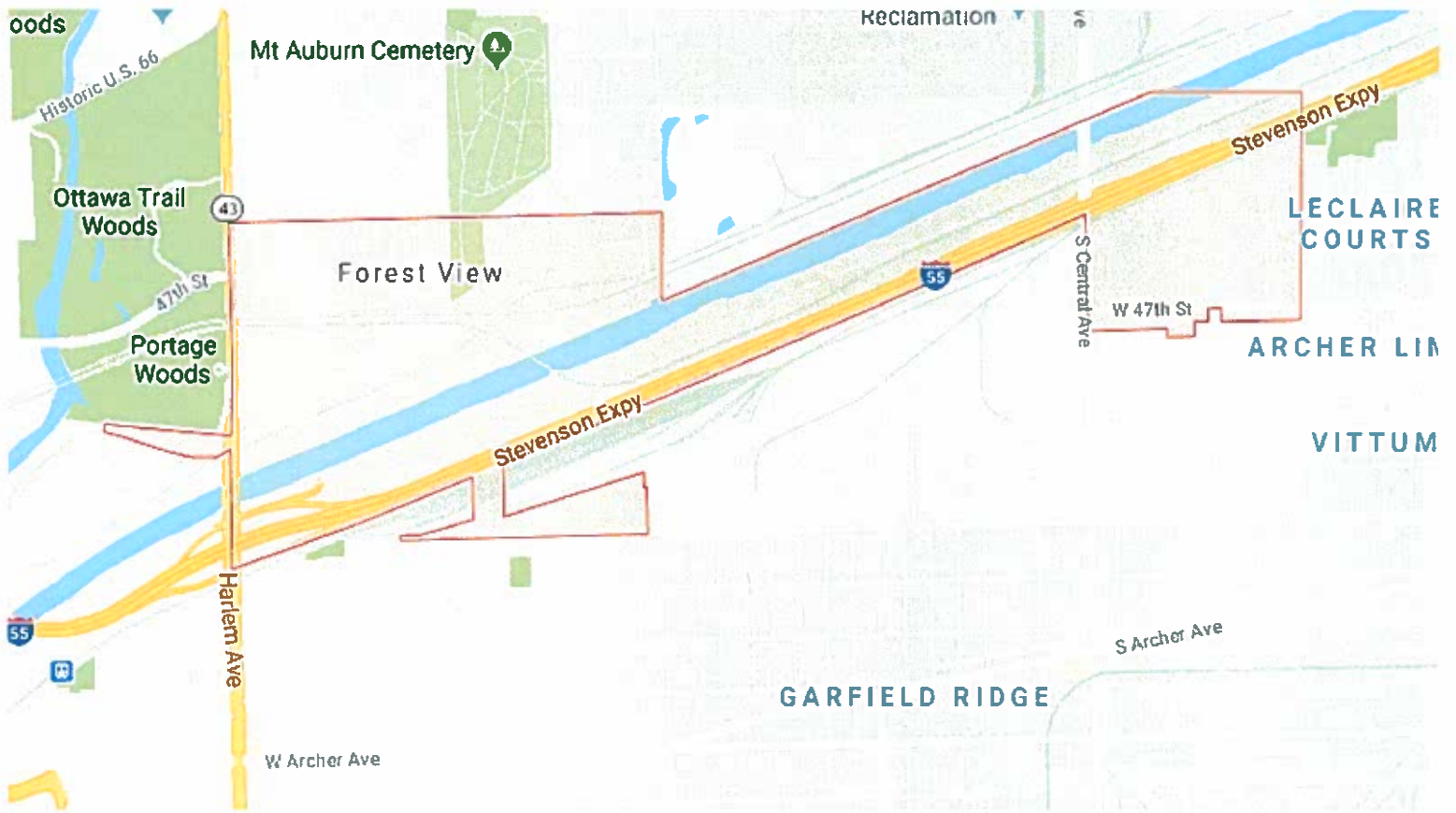












**Justice Consolidation Request to AT&T for Network Diagram**

Date:

Ms. Lisa Wirtanen

AT&T

Please accept this email as official notice of the intent of the Villages of Justice, Willow Springs, and Forest View to combine into one PSAP at the Justice location. Pursuant to the requirements of Section 15.4 A of the Illinois Statutes we request a modified network diagram with the new configuration.

Signed [Signature] Title Chief of Police

**Willow Springs Consolidation Request to AT&T for Network Diagram**

Date:

Ms. Lisa Wirtanen

AT&T

Please accept this email as official notice of the Intent of the Villages of Willow Springs and Justice to combine into one PSAP at the Justice location. Pursuant to the requirements of Section 15.4 A of the Illinois Statutes we request a modified network diagram with the new configuration.

Signed [Signature] Title Chief of Police

**Forest View Consolidation Request to AT&T for Network Diagram**

Date:

Ms. Lisa Wirtanen

AT&T

Please accept this email as official notice of the Intent of the Village of Forest View and Justice to combine into one PSAP at the Justice location. Pursuant to the requirements of Section 15.4 A of the Illinois Statutes we request a modified network diagram with the new configuration.

Signed [Signature] Title Chief of Police

Send the above for your town signed and on your letterhead to Lisa Wirtanen at lb9261@att.com



# Village of Westchester

10300 ROOSEVELT ROAD, WESTCHESTER, IL 60154

(708)345-0020 FAX (708)345-2873

WWW.WESTCHESTER-IL.ORG

Village President  
PAUL GATTUSO

Village Clerk  
STAN KOLODZIEJ

Trustees  
ANGELO A. CALCAGNO  
CARL C. CELESTINO  
SHERBY J. MILLER  
FRANK PERRY  
NICK STEKER  
TOM YURKOVICH

Village Manager  
DAVID PLYMAN

Village Attorney  
MICHAEL K. DURKIN

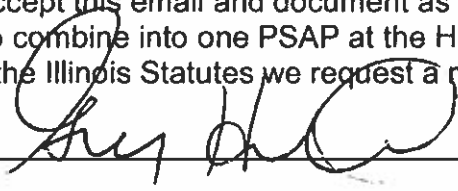
## Westchester Consolidation Request to AT&T for Network Diagram

Date: 11-05-2018

To: Ms. Lisa Wirtanen, AT&T

From: Greg Hribal, Village of Westchester

Please accept this email and document as official notice of intent of the Villages of Westchester and Hillside to combine into one PSAP at the Hillside location. Pursuant to the requirements of Section 15.4A of the Illinois Statutes we request a modified network diagram with new configuration.

Signed:  Title: I.T. / communication Manager

## **SOUTH WEST COOK COUNTY ETSB EQUIPMENT FOR CONSOLIDATION**

| <b>Vendor</b>      | <b>Equipment</b>                     | <b>PSAP</b> | <b>Price</b> |
|--------------------|--------------------------------------|-------------|--------------|
| Mercury Systems    | Zetron NG 9-1-1/GIS/Dispatch Console | Justice     | 328,920.94   |
| Capers             | CAD-Forest View                      | Justice     | 50,000.00    |
| Watson             | Console Furniture                    | Hillside    | 66,912.26    |
| Radco/Illinois Com | Zetron Radio Consoles                | Hillside    | 84,520.00    |
| Radco/Illinois Com | Zetron Station Alerting              | Hillside    | 76,350.00    |
| At&t Vesta         | NG9-1-1/GIS                          | Hillside    | 43,968.50    |
| Capers             | CAD-Westchester                      | Hillside    | 50,000.00    |
|                    |                                      | Total       | \$700,671.70 |

### **Justice**

Zetron NG 9-1-1 / GIS Dispatch Console – This is needed to allow for Justice to have a next generation ready 9-1-1 system that has GIS capabilities. It also allows for them to have three dispatch positions.

Capers CAD Forest View – This is needed to allow for Justice to dispatch for Forest View and access their database.

### **Hillside**

Watson Console Furniture – This is needed to allow for more positions to be added to accommodate dispatching for Westchester.

Radco Zetron Radio Consoles – This is needed to allow for the dispatchers to dispatch the 911 calls and communicate with the Zetron fire station alerting.

Radco Zetron Station Alerting – This is needed to allow for dispatch to contact the two fire departments and three fire stations independently or at the same time.

AT&T Vesta NG9-1-1 consoles – This is needed to allow for the added positions to answer the 9-1-1 calls. It also provides a total system refresh that extends product life to the already three-year old system.

Capers CAD Westchester – This is needed to allow for Hillside to dispatch Westchester and access their database.

**AGREEMENT RELATING TO TRANSFER AND REPORTING OF SURCHARGE FUNDS ATTRIBUTABLE TO THE VILLAGE OF WESTCHESTER, ILLINOIS**

**THIS AGREEMENT** (the “*Agreement*”) is made and entered into as of the 29<sup>th</sup> day of MARCH, 2019 (the “*Effective Date*”) by and between the South West Cook County Consolidated Dispatch (“*SWCCCD*”) and the Proviso-Leyden Joint 9-1-1 Authority (“*Proviso-Leyden*”) for the purpose of providing for the transfer of and reporting relating to certain surcharge funds attributable to the Village of Westchester, Illinois (“*Westchester*”).

**WITNESSETH:**

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

**WHEREAS**, in accordance with the Act, Proviso-Leyden, a Joint ETSB, as defined by the Act, was created with its initial participating member municipalities being the Villages of Bellwood, Franklin Park, Melrose Park, River Grove, and Westchester; and

**WHEREAS**, SWCCCD, a Joint ETSB, is being formed to meet the Act’s consolidation requirements with its initial member municipalities being the Villages of Justice, Hillside, Westchester, Forest View, and Willow Springs; and

**WHEREAS**, in accordance with the bylaws adopted by Proviso-Leyden, Westchester has provided notice of its termination as a member of Proviso-Leyden and intends to join SWCCCD; and

**WHEREAS**, to facilitate Westchester’s transition from Proviso-Leyden to SWCCCD, the parties desire to enter into this Agreement to confirm their understanding that Westchester will

cease to be a member of Proviso-Leyden and become a member of SWCCCD; that thereafter the boundaries for wireless emergency calls of each party will change such that wireless emergency calls originating in Westchester will be handled by SWCCCD; and, to provide for the transfer to SWCCCD of any funds held by Proviso-Leyden attributable to Westchester, including any surcharge funds (such as those funds commonly known as “wireline and hold harmless surcharge funds”) collected pursuant to the Act or any other applicable statute or ordinance (the “*Funds*”).

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

***Section 1. Incorporation of Recitals.*** The foregoing preambles are hereby incorporated into this Agreement, as if fully restated in this Section 1.

***Section 2. Westchester Opt-Out.*** Westchester has provided the notice required under applicable Proviso-Leyden bylaws to terminate its status as a Proviso-Leyden member municipality and that upon approval of SWCCCD’s consolidation plan by the State of Illinois’ Office of the Statewide 9-1-1 Administrator, Westchester shall become a member municipality of SWCCCD.

***Section 3. Wireless Call Boundaries.*** Upon Westchester becoming a SWCCCD member municipality, the wireless call boundaries of Proviso-Leyden and SWCCCD shall change, such that all wireless 9-1-1 calls originating in Westchester shall no longer be handled by Proviso-Leyden and, instead, shall be handled by SWCCCD.

***Section 4. Transfer of Funds.*** Upon the date that SWCCCD’s consolidation plan is approved by the State of Illinois’ Office of the Statewide 9-1-1 Administrator, all Funds attributable to Westchester that are currently held by Proviso-Leyden in accordance with its bylaws

and all of those Funds thereafter coming due shall be transferred to SWCCCD, in accordance with Section 30(d) of the Act.

**Section 5. Financial Reporting of Funds.** Proviso-Leyden shall be responsible for all required financial reporting relating to the Funds, including the financial report required by Section 40 of the Act, up to and including the date that SWCCCD's consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator. Thereafter, SWCCCD shall be responsible for all such reporting.

**Section 6. Term.** The term of this Agreement shall commence on the Effective Date and shall end at the later of (1) the date which is one year after the date of approval of SWCCCD's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator or (2) the date upon which Proviso-Leyden files the last financial report relating to funds attributable to Westchester, as required by Section 5 hereof.

**Section 7. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**Section 8. Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

**Section 9. Governing Law.** This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

**Section 10. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first written above.

date upon which Proviso-Leyden files the last financial report relating to funds attributable to Westchester, as required by Section 5 hereof.

**Section 7. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

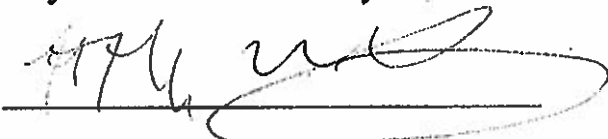
**Section 8. Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

**Section 9. Governing Law.** This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

**Section 10. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first written above.

Proviso-Leyden Joint 9-1-1 Authority

By: 

Acting on Behalf of:  
Proviso-Leyden Joint 9-1-1 Authority

South West Cook County Consolidated Dispatch

By: 

Acting on Behalf of:  
South West Cook County  
Consolidated Dispatch

## RESOLUTION NO. 2018 - \_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
THE SOUTH WEST COOK COUNTY CONSOLIDATED DISPATCH  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

**WHEREAS**, pursuant to Section 15.4a of the Emergency Telephone System Act (50 ILCS 750/0.01 *et. seq*) any 9-1-1 Authority serving a population of less than 25,000 shall be consolidated such that no 9-1-1 Authority in the county services a population of less than 25,000; and

**WHEREAS**, the corporate authorities of the Village of Westchester find it advisable, necessary and in the best interest of the public to approve and authorize the execution of an Intergovernmental Agreement to become a member of the South West Consolidated Dispatch for the joint and mutual operation of a 9-1-1 emergency telephone system.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois as follows:

**Section 1.** The corporate authorities of the Village of Westchester hereby approve that certain "South West Cook County Consolidated Dispatch Intergovernmental Cooperation Agreement" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**Section 2.** The Village President is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest to, the Agreement, on behalf of the Village of Westchester.

**Section 3.** This Resolution shall be in full force and effect upon its passage and approval as required by law.

**ADOPTED** this 23<sup>rd</sup> day of October, 2018, pursuant to a roll call vote as follows:

Angelo A. Calcagno

Carl C. Celestino

Sherby J. Miller

Aye  
Aye

Frank Perry

Nick Steker

Tom Yurkovich

Nay  
Aye

President Gattuso Aye

**APPROVED** this 23<sup>rd</sup> day of October, 2018.

Paul Gattuso  
Paul Gattuso, Village President

ATTEST:

Stanley V. Kolodziej  
Stanley V. Kolodziej, Village Clerk

## RESOLUTION NO. 2018-\_\_\_\_\_

**A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE VILLAGE OF HILLSIDE, COOK COUNTY,  
ILLINOIS AND THE VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS  
PROVIDING FOR EMERGENCY SERVICES DISPATCHING AND PRISONER  
DETENTION SERVICES**

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

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Village of Hillside ("Hillside") and the Village of Westchester ("Westchester") are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and

**WHEREAS**, Hillside operates a Dispatch and Communications Division for the provision of police, fire, and emergency medical ("Emergency Services") dispatching; and

**WHEREAS**, Hillside operates a full service detention center through which all Hillside Police Department prisoners are processed and detained ("Prisoner Detention Services"); and

**WHEREAS**, Westchester has requested that Hillside provide Emergency Services dispatching and Prisoner Detention Services to Westchester; and

**WHEREAS**, Hillside and Westchester have determined that it is in their mutual best interests for Hillside to provide Emergency Services dispatching and Prisoner Detention Services for both parties in order to create both financial and operational efficiency for each party.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

**Section 1.** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2.** The Intergovernmental Agreement between the Village of Westchester and the Village of Hillside providing for Emergency Services dispatching and Prisoner Detention Services (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved, provided that Hillside and Westchester shall mutually agree upon and insert the term into the Agreement following the approval by the Illinois State Police of the consolidation of the services provided by the Agreement.

**Section 3.** The Village President and is hereby authorized and directed to execute, and the Village Clerk is hereby authorized and directed to attest to, the Agreement on behalf of the Village.

**Section 4.** This Resolution shall be in full force and effect from and after its passage in the manner provided by law.

**ADOPTED** this 25<sup>th</sup> day of September, 2018, pursuant to a roll call vote as follows:

|                    |            |               |            |
|--------------------|------------|---------------|------------|
| Angelo A. Calcagno | <u>Aye</u> | Frank Perry   | <u>Nay</u> |
| Carl C. Celestino  | <u>Aye</u> | Nick Steker   | <u>Aye</u> |
| Sherby J. Miller   | <u>Aye</u> | Tom Yurkovich | <u>Aye</u> |

President Gattuso Aye

**APPROVED** this 25<sup>th</sup> day of September, 2018.

  
Paul Gattuso, Village President

ATTEST:

  
Stanley V. Kolodziej, Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS AND THE  
VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS PROVIDING FOR  
EMERGENCY SERVICES DISPATCHING AND PRISONER DETENTION SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** (the "*Agreement*") is made and entered into as of the 22 day of OCTOBER, 2018 by and between the Village of Hillside, Cook County, Illinois ("*Hillside*"), a municipal corporation of the State of Illinois, and the Village of Westchester, Cook County, Illinois ("*Westchester*"), a municipal corporation of the State of Illinois (collectively "*Parties*").

**WITNESSETH:**

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

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, Hillside and Westchester are authorized to enter into an agreement for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and

**WHEREAS**, Hillside operates a Dispatch and Communications Division (the "*Dispatch Center*") for the provision of police, fire, and emergency medical ("*Emergency Services*") dispatching; and

**WHEREAS**, Hillside operates a full service detention center (the "*Detention Center*") through which all Hillside Police Department prisoners are processed and detained (the

*“Prisoner Detention Services”*); and

**WHEREAS**, Westchester has requested that Hillside provide Emergency Services dispatching and Prisoner Detention Services to Westchester; and

**WHEREAS**, Hillside and Westchester have determined that it is in their mutual best interests for Hillside to provide Emergency Services dispatching and Prisoner Detention Services for both Parties, in order to create both financial and operational efficiencies, in accordance with the terms and conditions as hereinafter set forth.

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

***Section 1. Incorporation of Recitals.*** The foregoing preambles are hereby incorporated into this Agreement, as if fully restated in this Section 1.

***Section 2. Provision of Dispatching Services.*** Hillside covenants and agrees to provide the following services (the “*Dispatching Services*”) to Westchester through the Dispatch Center:

- (a) 24-hour per day answering of all 9-1-1 calls for Emergency Services within the corporate boundaries of Westchester.
- (b) 24-hour per day answering of all non-emergency calls relating to Emergency Services within the corporate boundaries of Westchester, including the following telephone circuits: 708-343-2131; 708-343-2132; 708-343-2133; and 708-3452121.
- (c) 24-hour per day dispatching for all Westchester non-emergency and Emergency Services and related activities.

- (d) Maintain and operate radio and computer communications with Westchester for all Emergency Services calls, utilizing existing procedures of the Dispatch Center.
- (e) Operate the Law Enforcement Agency Data System (“LEADS”) and the National Crime Information Center program (“NCIC”) including, but not limited to, entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property.
- (f) Upon request by Westchester, Dispatch Center staff shall provide copies of reports not directly available to Westchester, including reports on call volume, LEADS reports, and officer time usage.
- (g) Maintain a call log and recording system for all 9-1-1 calls and radio frequencies and shall provide copies of these recordings to Westchester upon request and in accordance with Dispatch Center policies and procedures. Hillside shall not dispose of, destroy or record over any recording of any request for Westchester Services, until at least ninety (90) days after Hillside received the call or radio request.
- (h) The provision of services under this Agreement, including dispatching for Emergency Services, shall be in accordance with the policies and procedures of the Dispatch Center, as set forth in the Hillside Police Department Policy Manual created by Lexipol, LLC, as may be amended from time to time.

***Section 3. Failure or Disruption of Dispatching Services; Waiver.*** Hillside agrees that it will provide and maintain back-up for such Dispatching Services for the duration of the Agreement. Currently, calls are routed to the Norcomm 9-1-1 Consolidated Dispatch Center upon

any disruption of the Dispatching Services. Hillside is in the process of completing the necessary steps to consolidate to form a Joint ETSB, as required by law, and reserves the right to enter into an agreement with the Eisenhower Joint Emergency Telephone System Board, or a similar entity, to provide back-up services to the Dispatch Center. If Dispatching Services are disrupted or fail for any reason, the Dispatch Center will notify Westchester of such disruption, the nature of the disruption, and the expected time of restoration of the Dispatching Services as soon as practicable. Westchester hereby waives and releases any and all claims or causes of action against Hillside for costs, fees, claims or expenses incurred by Westchester that arise out of or relate in any way to any such disruption or failure of Dispatching Services.

***Section 4. Provision of Prisoner Detention Services.*** Hillside covenants and agrees to provide Prisoner Detention Services on a 24-hour per day basis in the same manner and to the same extent as Hillside provides Prisoner Detention Services to its own prisoners, subject to the following:

- (a) Westchester shall require that all of its prisoners detained in Hillside's Detention Center be processed by Westchester police officers in compliance with all applicable Hillside, Illinois Department of Corrections and Westchester policies and procedures.
- (b) Provided that Westchester has complied with all applicable provisions of this Agreement, a prisoner shall become the responsibility of Hillside at such point as when the prisoner is placed into a cell or other holding facility at Hillside's Detention Center. Notwithstanding the foregoing, no prisoner shall become the responsibility of Hillside until an authorized officer of Hillside accepts custody of the prisoner. Hillside reserves the right to reject taking custody of any prisoner if

Hillside, or its authorized officer, reasonably believes that such prisoner is injured or that Westchester has failed to follow proper procedures.

- (c) Hillside will only release Westchester prisoners to (1) the custody of a Westchester police officer; (2) pursuant to a court order; or (3) for medical or necessary health care in accordance with Hillside's policies and procedures.
- (d) Hillside's obligation to provide Prisoner Detention Services is limited to available space and resources within the Detention Center. If the Hillside Chief of Police or his or her designee determines, in his or her sole discretion, that Hillside cannot adequately accept or continue to detain a Westchester prisoner due to available space or resources, then Hillside is not obligated to continue to detain Westchester prisoners or accept additional Westchester prisoners, until such time as space or resources become available. If Hillside makes such a determination it shall notify Westchester of the prisoner to be removed and Westchester shall remove such prisoner within a reasonable amount of time.

***Section 5. Payment and Cooperation.***

- (a) Westchester covenants and agrees to pay to Hillside the following amounts for the first five years of this Agreement:

Year 1: \$387,004.00

Year 2: \$394,729.00

Year 3: \$402,614.00

Year 4: \$410,663.00

Year 5: \$418,881.00

Prior to the expiration of the fourth year, the Parties shall negotiate a subsequent five year payment plan. In the event that the Parties are unable to agree upon a subsequent five (5) year payment plan, this Agreement shall terminate at the end of Year 5 and neither Party shall have any further obligation under the Agreement, except that Westchester shall remain responsible for amounts due and owing to Hillside. Westchester shall make its required yearly payment to Hillside in equal monthly installments on the first day of each month.

- (b) Westchester covenants and agrees to cooperate with Hillside on an ongoing basis to ensure proper provision of the Dispatching Services and Prisoner Detention Services, including providing any documentation and information which is requested by Hillside and is necessary to furnish the Dispatching Services and Prisoner Detention Services. Westchester agrees that Hillside shall not be liable for its failure to perform under this Agreement, if such failure is the result of Westchester's failure to provide information necessary to Hillside's provision of services.
- (c) Westchester covenants and agrees to cause its employees to participate in any necessary training classes, in order to comply with all Dispatch Center and Detention Center policies and procedures and thereafter require all employees to continue to comply with all Dispatch Center and Detention Center policies and procedures throughout the term of this Agreement.
- (d) Westchester covenants and agrees to secure and maintain any necessary Federal and State approvals and list the Dispatch Center as Westchester's dispatching location.

**Section 6. Personnel; Authority.** Hillside shall retain exclusive authority over the Dispatch Center and Detention Center and the Dispatching Services and Prisoner Detention Services, including personnel. Hillside shall have sole discretion in determining the number of persons to be employed at any given time in order to properly provide Dispatching Services and Prisoner Detention Services and all such persons shall be employees of Hillside. All telecommunicators provided by Hillside shall be LEADS certified, in accordance with 20 IL Adm. Code Part 1240, and Hillside shall, at all times, schedule to be on duty a minimum of two (2) Emergency Medical Dispatchers, who are certified pursuant to 210 ILCS 50/3.70.

**Section 7. Complaint Resolution.** Westchester shall notify the acting supervisor of the Dispatch Center or Detention Center of any complaint it receives regarding dispatching or detention activities. The complaint shall be addressed in accordance with the Hillside's policies and procedures.

**Section 8. Indemnification.** Notwithstanding any other provision of this Agreement, Westchester shall indemnify Hillside and its elected and appointed officials, officers, employees and agents (whether sued in their official or individual capacity) and hold them harmless from any loss, liability, damage (whether direct or consequential), expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' fees and court costs, no matter how sustained, arising out of or in any way relating to this Agreement or the provision of Dispatching Services and/or Prisoner Detention Services, provided however, that the foregoing indemnification obligations shall not extend to any liabilities or related expenses arising out of or attributable to the negligence or other fault of Hillside. The obligations of this Section 8 shall survive the termination of this Agreement.

Notwithstanding any other provision of this Agreement, Hillside shall indemnify Westchester and its elected and appointed officials, officers, employees and agents (whether sued in their official or individual capacity) and hold them harmless from any loss, liability, damage (whether direct or consequential), expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' fees and court costs, no matter how sustained, arising out of or in any way relating to this Agreement or the provision of Dispatching Services and/or Prisoner Detention Services, provided however, that the foregoing indemnification obligations shall not extend to any liabilities or related expenses arising out of or attributable to the negligence or other fault of Westchester. The obligations of this Section 8 shall survive the termination of this Agreement.

**Section 9. Insurance.** Hillside and Westchester shall maintain, at each party's sole cost, general liability insurance, personal injury and property damage insurance naming the other party as an additional insured in the amount such party generally maintains for itself in the ordinary course of business.

**Section 10. No Obligation to Respond.** Nothing in this Agreement shall be construed as altering or changing the jurisdiction of either Party or requiring Hillside or Westchester to respond to any calls or provide any Emergency Services on behalf of the other party for events occurring outside of their respective corporate boundaries. Notwithstanding the foregoing, the Parties will continue to render assistance in accordance with State statutes and any other agreements currently in place.

**Section 11. Term.** This Agreement shall be in full force and effect for a period of five (5) years, commencing on MARCH 31, 2020 (date), and may be renewed upon agreement of the

parties in writing; provided however, either party may terminate this Agreement upon providing one year advance written notice to the other party.

**Section 12. Joint ETSB.** It is contemplated that the Parties will enter into an intergovernmental agreement with other units of local government for the purpose of establishing a Joint ETSB (as that term is defined in the Emergency Telephone System Act). It is further contemplated that all parties to the Joint ETSB shall have at least one voting member on the board. This Agreement is subject to the State of Illinois approving a consolidation plan which plan includes the Parties hereto. In the event said plan is rejected, either Party may terminate this Agreement, upon thirty (30) days written notice.

**Section 13. Changes in Law.** The Parties acknowledge that significant changes have occurred in legal requirements relating to the services which are the subject of this Agreement and may continue to occur in the future. The Parties agree to renegotiate and amend this Agreement upon the occurrence of any such changes, including renegotiation relating to compensation to be paid by Westchester should such legal requirement changes result in increased costs to Hillside, or renegotiation relating to an earlier termination of this Agreement.

**Section 14. Default.** In the event of a default by a Party to any term, provision or obligation of this Agreement, the non-defaulting party shall serve written notice of the default, specifying the nature thereof, to the defaulting party. The defaulting party shall have thirty (30) days after its receipt of such notice to cure said default or it shall be in breach of this Agreement.

**Section 15. Non-Waiver.** The waiver by either Party of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or other provision.

**Section 16. Notices.** All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

***If to Westchester:*** David Plyman, Village Manager Village  
of Westchester  
10300 West Roosevelt Road  
Westchester, IL 60154  
Facsimile Number: (708) 345-2873

***With a copy to:*** Michael K. Durkin  
Storino, Ramello & Durkin  
9501 West Devon Avenue, Suite 800  
Rosemont, IL 60018  
Facsimile Number: (847) 318-9500

***If to Hillside:*** Russell F. Wajda, Village Administrator  
425 Hillside Avenue  
Hillside, IL 60162  
Facsimile Number: (708) 236-5110

***With a copy to :*** Kathleen Field Orr  
Kathleen Field Orr & Associates  
53 West Jackson Blvd., Suite 964  
Chicago, IL 60604

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

**Section 17. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**Section 18. Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

**Section 19. Governing Law.** This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

**Section 20. Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**Section 21. Advice of Counsel.** Each Party acknowledges that it has had the opportunity to seek the advice of legal counsel and has read and understands all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting of preparation hereof.

**Section 22. Entire Agreement.** This Agreement represents the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both Parties.

**Section 23. Employees.** When performing pursuant to the terms of this Agreement, Hillside and Westchester intend that any injuries to their respective employees shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of Hillside or Westchester and their respective employees, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the employee making such a claim.

**Section 24. Amendment.** This Agreement may be amended only with written consent of all Parties hereto.

**Section 25. Authority.** Hillside and Westchester each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

**Section 26. Hillside's Representations and Warranties.** Hillside, in the delivery of communication services, as provided in this Agreement, warrants that it is, and has been, in compliance with all applicable federal, state, local or other governmental laws or ordinances, foreign or domestic. To the extent applicable and as required by law, Hillside shall comply with the following:

- (a) **State of Illinois Discrimination Laws (775 ILCS 5/101/ et seq.):** In carrying out the performance required under this Agreement, Hillside shall comply with all applicable provisions of the Illinois Human Rights Act, and all rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment.
- (b) **Drug-Free Workplace Act (30 ILCS 580/1, et seq.):** Hillside shall comply with all of the provisions of the Drug-free Workplace Act which are applicable to Hillside. False certification or violation of the requirements of the Drug-Free Workplace Act may result in sanctions, including, but not limited to, termination of this Agreement.
- (c) **Educational Loan Default Act (5 ILCS 385/3):** Hillside certifies that this Agreement is not in violation of the Educational Loan Default Act prohibiting certain contracts to individuals who are in default on an educational loan.

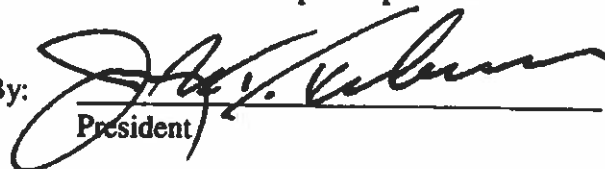
**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be

executed by their duly authorized officers on the above date at Hillside, Illinois.

Village of Hillside, Cook County,  
Illinois, a municipal corporation

By:

President



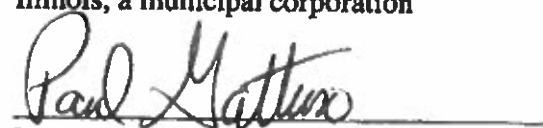
Attest:

  
Village Clerk

Village of Westchester, Cook County,  
Illinois, a municipal corporation

By:

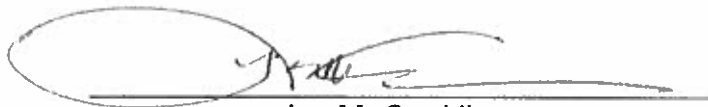
President



Attest:

  
Village Clerk

I, Joy M. Conklin, the Village Clerk of the  
Village of Forest View, Cook County,  
Illinois, State of Illinois do hereby  
certify that I am the keeper of its books  
and records and that the foregoing is a true  
and accurate copy of Ordinance 19-04 of the  
Village of Forest View, Cook County, Illinois  
as it appears in the permanent  
records of the Village.

A handwritten signature in black ink, appearing to read 'Joy M. Conklin', is written over a horizontal line.

Joy M. Conklin  
Village Clerk

SEAL

**VILLAGE OF FOREST VIEW**

**COOK COUNTY, ILLINOIS**

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**ORDINANCE NO. 19-04**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF JUSTICE, COOK COUNTY, ILLINOIS AND THE  
VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS FOR 9-1-1 EMERGENCY  
COMMUNICATIONS DISPATCH AND PRISONER DETENTION SERVICES**

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**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD  
OF TRUSTEES OF THE  
VILLAGE OF FOREST VIEW,  
COOK COUNTY, ILLINOIS, this  
12th day of February, 2019**

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Forest View, Cook  
County, Illinois, this 12th  
day of February, 2019.**

**VILLAGE OF FOREST VIEW**

**COOK COUNTY, ILLINOIS**

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**ORDINANCE NO. 19-04**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF JUSTICE, COOK COUNTY, ILLINOIS AND THE  
VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS FOR 9-1-1 EMERGENCY  
COMMUNICATIONS DISPATCH AND PRISONER DETENTION SERVICES**

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**WHEREAS**, the Village of Forest View, Cook County, Illinois (the "Village") is a home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contracts to exercise, combine or transfer any power or function not prohibited by law; 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 contracts for the performance of governmental services, activities or undertakings; and

**WHEREAS**, the President and Board of Trustees of the Village of Forest View find it is in the best interest of the health, safety and welfare of the residents for the Village to approve an Intergovernmental Agreement between the Village of Justice and the Village of Forest View providing for 9-1-1 Emergency Communications Dispatch and Prisoner Detention Services attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS IN THE EXERCISE OF THE VILLAGE'S HOME RULE POWERS, as follows:**

**SECTION 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2.** The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this President and Board of Trustees, with such necessary changes as may be approved by the President, Village Administrator and Village Attorney.

**SECTION 3.** The President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

**SECTION 4.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

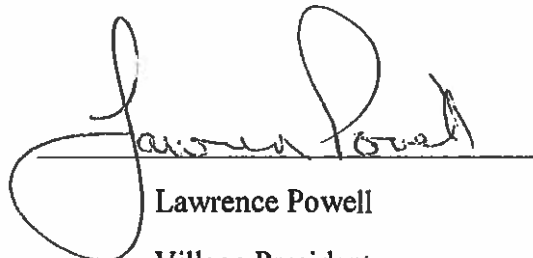
PASSED BY THE FOLLOWING ROLL CALL VOTE this 12th day of February, 2019.

AYES: Trustees Grossi, Figueroa, Hubacek, Miller, Stimach, Kirchgatterer

NAYS: None

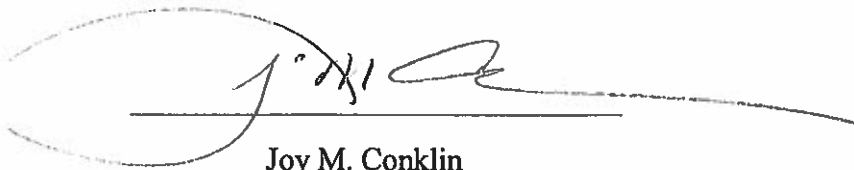
ABSENT: None

APPROVED this 12th day of February, 2019.



Lawrence Powell  
Village President

ATTEST:



Joy M. Conklin  
Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
JUSTICE AND THE VILLAGE OF FOREST VIEW PROVIDING FOR 9-1-1  
EMERGENCY COMMUNICATIONS DISPATCH AND PRISONER DETENTION  
SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into this 12<sup>th</sup> day of February 2019, between VILLAGE OF JUSTICE ("JUSTICE"), an Illinois municipal corporation, and the VILLAGE OF FOREST VIEW ("FOREST VIEW"), a municipal corporation for 9-1-1 Emergency Communications Dispatch and Prisoner Detention Services.

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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

**WHEREAS**, the purpose of the Agreement is to provide a relationship between JUSTICE and FOREST VIEW to provide 9-1-1 Emergency Communications Dispatching and Prison Detention Services to FOREST VIEW; and

**WHEREAS**, the provisions of Public Act 099-0006 mandate the consolidation of local emergency telephone systems so that by July 1, 2017, no 9-1-1 authority serves a population less than 25,000; and

**WHEREAS**, the Parties desire to consolidate their emergency dispatch services in an effort to meet the mandates of Public Act 099-0006; and

**WHEREAS**, centralized 9-1-1 emergency communications dispatching and prisoner detention services as provided for herein will efficiently and economically serve the needs of the Parties; and

**WHEREAS**, FOREST VIEW provides police and fire protection to its citizens and is seeking to have radio dispatch services and prisoner detention performed on behalf of its police and fire departments, and other services as hereinafter described; and

**WHEREAS**, JUSTICE operates a full-service dispatch center through which all of JUSTICE 9-1-1 police emergency calls are handled; and

**WHEREAS**, JUSTICE operates a full-service detention center through which all of JUSTICE Police Department prisoners are processed and detained; and

**WHEREAS**, FOREST VIEW has determined that it would be in the best interest of the citizens of FOREST VIEW for JUSTICE to provide radio dispatch services for FOREST VIEW 9-1-1 emergency communications calls for its Police and Fire Departments; and

**WHEREAS**, FOREST VIEW has determined that it would be in the best interest of the citizens of FOREST VIEW for JUSTICE to provide prisoner detention services for FOREST VIEW Police Department prisoners; and

**WHEREAS**, the Parties have individually determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of the persons and

property within the Villages JUSTICE and FOREST VIEW to enter into this Agreement.

**NOW THEREFORE**, in consideration of the foregoing as well as the mutual covenants and agreements hereinafter set forth, JUSTICE and FOREST VIEW agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** Each of the recitals set forth above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.

**SECTION 2. TERM/COMMENCEMENT DATE.** This Agreement shall commence upon approval of the South West Cook County Consolidated Dispatch Center by the State 9-1-1 Advisory Board and the activation of the FOREST VIEW Emergency Communications Dispatch at 12:00 a.m. on JANUARY 1, 2020, for a three (3) year term expiring at 11:59 p.m. on JANUARY 1, 2023, unless otherwise extended, amended or cancelled as fully set forth herein. Following completion of the initial three (3) year term, this Agreement shall automatically renew for successive periods of one year unless FOREST VIEW gives written notice of its intent to terminate this Agreement no later than one hundred twenty (120) days before the expiration of the current term.

### **9-1-1 EMERGENCY COMMUNICATIONS DISPATCH SERVICES**

**SECTION 3. 9-1-1 EMERGENCY COMMUNICATIONS DISPATCH SERVICES.** JUSTICE shall operate a full-service dispatch center to provide dispatch services to FOREST VIEW. Any and all dispatch services provided by JUSTICE to FOREST VIEW shall include but are not limited to the following:

- a) Provide 24 hour a day answering of all emergency 9-1-1 and non-emergency Police and Fire calls for each and every day that this Agreement is in effect.

- b) Provide a 24-hour a day dispatching for all FOREST VIEW Police and Fire Department calls for service and related activities for each and every day that this Agreement is in effect.
- c) Maintain and operate radio and computer communications with FOREST VIEW for all Police and Fire Department calls. Utilize dispatching procedures adopted and agreed upon by the parties.
- d) Employ qualified telecommunications personnel to handle regular and routine communications from the citizens of FOREST VIEW, Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch FOREST VIEW emergency personnel in response to these requests.
- e) Maintain updated telephone lists of FOREST VIEW staff and employees and implement and utilize call-out procedures for emergencies and non-emergencies. Forward messages utilizing reasonable telephone answering procedures.
- f) Maintain daily dispatch services at a staffing level that will enable all emergency calls to be handled.
- g) Provide and continuously update training to all dispatch employees.
- h) Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire or other FOREST VIEW services asked by FOREST VIEW citizens and others in accordance with informational materials provided by FOREST VIEW. JUSTICE shall forward to FOREST VIEW all non-emergency calls. Under no circumstances shall JUSTICE accept the payment of fees for FOREST VIEW.
- i) Upon request by FOREST VIEW, provide copies of reports on call volume, LEADS reports, officer time usage and any other requested reports.
- j) Maintain a call logging and recording system of all calls and, upon request, provide copies of recorded calls to the FOREST VIEW Police and Fire Departments.
- k) Maintain and operate mutual aid dispatch services for FOREST VIEW in accordance with the emergency response plans and programs established by the Mutual Aid Box Alarm System ("MABAS") or Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS"), as well as any other applicable public safety organizations, provided, however, that JUSTICE's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by FOREST VIEW.
- l) For the purpose of this Agreement, a "call" shall be any manner of communication by which the Communication Center is required to receive data

from the public under applicable law. As of the Effective Date of this Agreement, a "call" shall include telephone and TTY/ITD communications.

**SECTION 4. LEADS SERVICES.** JUSTICE shall 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 FOREST VIEW, including without limitation warrants and sex offenders.
- c) Maintain and manage hot files.
- d) Maintain and manage all LEADS and NCIC files.
- e) Remove from the LEADS and NCIC files information and data that is no longer current.
- f) Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by FOREST VIEW.
- g) Maintain and manage run card files, occupancy/address files, mapping and caution notes.

**SECTION 5. BEST EFFORTS TO TRANSMIT MESSAGES.** JUSTICE agrees to use its best effort to transmit messages to FORST VIEW, but shall not be responsible for failure to transmit said messages due to damage to its equipment caused by acts of sabotage, vandalism, or natural disaster, acts of God or because demand for its services due to emergency calls related to JUSTICE or future parties. The determination of the priority of emergency matters shall not be done in an arbitrary or capricious manner.

### **PRISONER DETENTION SERVICES**

**SECTION 6. DETENTION SERVICES.** JUSTICE agrees to provide prisoner detention services on a 24-hour basis for each and every day of this Agreement for the FOREST

VIEW Police Department in the same manner and to the same extent as JUSTICE furnishes said services for confinement of its own prisoners. JUSTICE further agrees to provide any and all personnel necessary to fulfill its obligations under this Paragraph. Any and all services provided by JUSTICE to FOREST VIEW shall include but are not limited to the following:

- a) FOREST VIEW shall require that all prisoners lodged by its officers in the JUSTICE Police Department detention facility be processed by FOREST VIEW Officers in compliance with all standards established by the Illinois Department of Corrections and the JUSTICE Police Department's General and Special Orders.
- b) JUSTICE will provide lock-up facilities at its Police Department to adequately detain prisoners placed under arrest by the Village of FOREST VIEW overnight, during weekends and holidays as needed by FOREST VIEW. JUSTICE will furnish its facilities and personnel for the confinement of FOREST VIEWS' prisoners in the same manner and to the same extent as JUSTICE furnishes said services for confinement of its own prisoners.
- c) A prisoner shall become the responsibility of JUSTICE at the point the prisoner is placed into the cell or other holding facility at JUSTICE, however notwithstanding the foregoing, JUSTICE reserves the right to reject taking custody of a prisoner and that no prisoner shall become the responsibility of JUSTICE until an authorized officer of the JUSTICE Police Department accepts custody of the prisoner. JUSTICE will not release a prisoner from its facilities except: (1) to the custody of a FOREST VIEW Police Officer; (2) pursuant to a court order; or (3) for emergency medical or necessary healthcare as described below in Section 7.
- d) The obligation of JUSTICE to provide such lock-up facilities to FOREST VIEW is limited to the available space and resources to the JUSTICE Police Department. If the JUSTICE Chief of Police or his designee determines in his sole discretion that JUSTICE cannot adequately accept or continue to detain a prisoner due to available space, then JUSTICE is not obligated to accept or continue to detain such prisoner. If JUSTICE requests that a prisoner be removed, then FOREST VIEW shall remove the prisoner within a reasonable amount of time after being notified that the prisoner must be removed.

**SECTION 7. EMERGENCY MEDICAL AND NECESSARY HEALTH CARE.** JUSTICE will be responsible for arranging any known necessary health or emergency medical care for prisoners as may be required to safeguard the prisoner's health while housed in the JUSTICE Police Department. JUSTICE, and any of its officers, agents and employees, has the full

authority to authorize FOREST VIEW prisoners to receive or be transported to receive any health or emergency medical care it determines to be necessary while in the custody or control of JUSTICE. In the event a FOREST VIEW prisoner becomes in need of emergency medical attention while in the custody of JUSTICE, JUSTICE shall immediately notify FOREST VIEW of said prisoner medical emergency. Any and all medical transportation expenses incurred for FOREST VIEWS' prisoners, including, but not limited to all physician, dental, hospital, clinic, ambulance, paramedic/EMT, drug, medication, supply and health care professional service costs, shall be the sole responsibility of FOREST VIEW.

### **OBLIGATIONS OF FOREST VIEW**

**SECTION 8. ADDITIONAL OBIGATIONS.** FOREST VIEW agrees to perform the following in order to enable JUSTICE to efficiently and properly fulfill its obligations under this Agreement:

- a) Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures.
- b) Provide timely notification of a FOREST VIEW designee for receiving notice in the absence of Chief of Police.
- c) Provide informational materials on public safety issues for dissemination to residents of FOREST VIEW.
- d) Provide reasonable cooperation in assisting JUSTICE to achieve accreditation as desired by JUSTICE.
- e) Provide timely reports and other data needed for JUSTICE to comply with LEADS requirements.
- f) Provide training exercises and reasonable notification thereof.
- g) FOREST VIEW shall cause its officers to participate in any training classes required by JUSTICE emergency response communications and dispatch center and to comply with the JUSTICE emergency response communications and dispatch center's procedures, rules and regulations.

**SECTION 9. COMPENSATION FOR THE VILLAGE OF JUSTICE'S SERVICES BY THE VILLAGE OF FOREST VIEW.**

- a) Quarterly fee for Dispatch Services by the Village of FOREST VIEW:

FOREST VIEW shall pay JUSTICE the amounts outlined below for the first five (5) years of this Agreement for 9-1-1 Emergency Communications Dispatch and Prisoner Detention Services for FOREST VIEW. The compensation paid by FOREST VIEW to JUSTICE shall increase 2% per annum for each subsequent 12-month period. The Quarterly Fee shall be paid to JUSTICE every quarter on the 1st of the Month, beginning on APRIL 15, 2020 (the "Commencement Date"). The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

| <u>Time Period</u> | <u>Annual Payment to JUSTICE</u> |
|--------------------|----------------------------------|
| Year 1             | \$60,000.00                      |
| Year 2             | \$61,200.00                      |
| Year 3             | \$62,424.00                      |

- b) For the first twelve-month period of this Agreement, FOREST VIEW shall retain all monies received from the Illinois Treasurer's Office, the Illinois Commerce Commission, the Illinois State Police or any other agencies with jurisdiction over any surcharges or distributions under the provisions of the Emergency Telephone System Act, the Wireless Emergency Telephone Safety Act, the Prepaid Wireless 9-1-1 Surcharge Act and any similar statutory provisions providing funding for local 9-1-1 emergency dispatch services. FOREST VIEW shall promptly remit to JUSTICE the percentage of those surcharges or distributions that relate only to Police and Fire Dispatch after the initial 12-month period of this Agreement.
- c) Additional Expenses. To the extent that this Agreement provides for FOREST VIEW to bear other expenses relating to the 9-1-1 Emergency Communications Dispatch or Detention Services, such other expenses shall be due and payable thirty (30) days after JUSTICE delivers an invoice for such expenses to FOREST VIEW, as the case may be.
- d) Capital Expenses. Except as otherwise expressly herein, FOREST VIEW shall not be responsible for any future capital expense by JUSTICE or any other entity related to the provision of the 9-1-1 Emergency Communications Dispatch or Detention Services to FOREST VIEW.
- e) Credits Early Termination. To the extent that this Agreement terminates other than upon its expiration under Section 2, (except termination due to a default of FOREST VIEW), any Quarterly Fee covering a period after the termination date shall be refunded to FOREST VIEW on a pro-rata basis.

## INSURANCE AND INDEMNIFICATION

### SECTION 10. INSURANCE.

- a) Dispatch Coverage Provided. JUSTICE agrees to provide the following insurance coverages for the 9-1-1 Emergency Communications Dispatch or Detention Services:
  - i) Commercial General Liability; including coverage for Law Enforcement Liability;
  - ii) Business Liability for any equipment used in the provision of the 9-1-1 Emergency Communications Dispatch or Detention Services under this Agreement;
  - iii) Such coverages shall be in amounts no less than what JUSTICE maintains for itself in its normal course of business.
- b) Indemnification.
  - i) JUSTICE does hereby indemnify and holds the Village of FOREST VIEW, its officers, agents, and employee harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, invalid which may arise out of the 9-1-1 Emergency Communications Dispatch or Detention Services provided by JUSTICE pursuant to this Agreement, except to the extent caused by the negligence of FOREST VIEW, as the case may be.
  - ii) FOREST VIEW hereby indemnifies and holds JUSTICE harmless from and against any and all claims which may arise out of the obligations of FOREST VIEW under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence of JUSTICE.
  - iii) By mutual agreement JUSTICE and FOREST VIEW agree to name each other as additional insureds on their insurance liability policies as to any and all claims, actions suites liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any action or omission relating to this agreement
  - iv) Nothing in this Agreement is intended, no shall it be construed, to result in the waiver of any of the immunities granted to any of the Partics under the Local Governmental and Governmental Employees Tort Immunity Act, or under any other statute or at common law.
  - v) The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement.

- c) Proof of Coverage by JUSTICE. JUSTICE agrees to furnish to FOREST VIEW a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to FOREST VIEW within thirty (30) days after the effective date of this Agreement, and shall name FOREST VIEW as an additional insured on all certificates memorializing the coverages set forth in Section 10a.
- d) Termination of Coverage. If JUSTICE'S coverage as provided by its insurer is terminated for any reason:
  - i) JUSTICE shall promptly notify FOREST VIEW of receipt of any such notice; and
  - ii) JUSTICE agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance earners.
- e) Coverage by FOREST VIEW. FOREST VIEW 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 FOREST VIEW under this Agreement, and to provide proof of insurance at JUSTICE'S request.

## **ADDITIONAL OBLIGATIONS OF PARTIES**

**SECTION 11. APPROVALS.** JUSTICE and FOREST VIEW shall secure and maintain appropriate approvals from the Illinois State Police to consolidate their dispatch systems. FOREST VIEW shall list JUSTICE emergency response as their dispatching location. JUSTICE and FOREST VIEW will also secure and maintain appropriate approvals which may be required by any emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

**SECTION 12. 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 JUSTICE and FOREST VIEW. 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. FOREST VIEW shall have access to records pertaining to the 9-1-1 Emergency Communications Dispatch or Detention Services provided to them for the purposes of inspection by any authorized representatives of FOREST VIEW (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of JUSTICE.
- b) Complaint Procedure. JUSTICE shall establish a procedure for logging in and responding to complaints concerning the provision of the 9-1-1 Emergency Communications Dispatch or Detention Services. JUSTICE agrees to inform FOREST VIEW, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, the complainant's contact information, and a description of the complaint. In addition, JUSTICE agrees to inform FOREST VIEW, as the case may be, of the actions taken by JUSTICE to resolve the complaint.
- c) Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the 9-1-1 Emergency Communications Dispatch or Detention Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis to discuss this Agreement and the 9-1-1 Emergency Communications Dispatch or Detention Services provided pursuant to this Agreement.
- d) JUSTICE agrees to assist FOREST VIEW in any manner necessary, including cooperating with representatives and assessors of Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O. and the Illinois Police Accreditation Coalition ("IPAC"), and any other appropriate action, to ensure that FOREST VIEW receive full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that JUSTICE'S obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by FOREST VIEW, as the case may be. Any extraordinary compliance measures undertaken by JUSTICE in furtherance of this Section at the request of FOREST VIEW will be done at FOREST VIEWS' expense.

### **SECTION 13. RECORDS.**

- a) JUSTICE shall establish and keep a file and record system for all data related to the 9-1-1 Emergency Communications Dispatch or Detention Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.

- b) Freedom of Information. Cooperate with all Freedom of Information Act requests filed with the Police and Fire Departments regarding records retained by the Communications Center. The ultimate decision regarding whether to turn over any of FOREST VIEW public records shall rest entirely with FOREST VIEW.
- c) JUSTICE will retain all relevant records in compliance with State law.

#### SECTION 14. DISPUTE RESOLUTION.

- a) Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in 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 thirty (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, JUSTICE and FOREST VIEW shall continue to fulfill the terms of this Agreement to the fullest extent possible. JUSTICE shall continue to provide 9-1-1 Emergency Communications Dispatch or Detention Services to FOREST VIEW as provided by this Agreement. FOREST VIEW shall continue to make all payments to JUSTICE for the 9-1-1 Emergency Communications Dispatch or Detention Services as provided by this Agreement, including all payments about which there may be a dispute.
- c) Remedies. Provided that the parties have met their obligations under this section, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 8 shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

## **SECTION 15. TERM; TERMINATION.**

- a) Term. After the initial twelve-month period, this Agreement may be terminated by either party upon sixty (60) days written notice of the effective date of said termination from the terminating party. Upon termination of this Agreement, JUSTICE shall have no obligation to provide any services covered by this Agreement. The Parties understand and agree that this Agreement will be terminated once it is determined that JUSTICE'S efforts at consolidation to serve a population of 25,000 or more by July 1, 2017, will not be successful.
- b) Termination Procedure: This Agreement may be terminated pursuant to one of the following procedures:
  - i) By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or
  - ii) 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 14, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said ten (10) day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said ten (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; or
  - iii) In the event JUSTICE merges its dispatch services with any other dispatch center, JUSTICE shall notify FOREST VIEW not less than two hundred seventy (270) days prior to the date of such merger, and at that time, FOREST VIEW may terminate the Agreement.

## MISCELLANEOUS AND GENERAL PROVISIONS

### SECTION 16. MISCELLANEOUS.

- a) Emergency Telephone System Board (ETSB). One (1) member from FOREST VIEW shall be appointed to the ETSB unless or until there is State legislation amending or defining the role of the ETSB.
- b) New Recipients of Dispatch Services. JUSTICE may attempt to solicit other municipalities to enter into agreements by which JUSTICE may provide dispatch services and JUSTICE retains the power, in its sole discretion, to enter into such agreements; provided that JUSTICE 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 JUSTICE to other municipalities.
- c) Unfunded Mandates. The parties acknowledge that significant changes have occurred in legal requirements of 9-1-1 Emergency Communications Dispatch or Detention Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose obligations on JUSTICE over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.
- d) Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the 9-1-1 Emergency Communications Dispatch or Detention Services to be provided by JUSTICE to FOREST VIEW shall not begin until the Commencement Date.

### SECTION 17. 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 (c) 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, 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.

b) Notice shall be served as follows:

If to JUSTICE:

Krzysztof Wasowicz, Village President  
Village of Justice  
7800 Archer Road  
Justice, IL 60458  
Facsimile Number: (708) 458-2190

With a copy to: Michael G. Cainkar, Village Attorney  
Louis F. Cainkar Ltd.  
30 N. LaSalle Street, Suite 3430  
Chicago, IL 60602  
Facsimile Number: (312) 236-3989

If to FOREST VIEW:

Village President and Village Administrator and Chief of Police  
Village of Forest View  
7000 W 46<sup>th</sup> Street  
Forest View, IL 60402  
Facsimile Number: (708) 788-8266

With a copy to: John B. Murphey, Village Attorney  
Rosenthal, Murphey, Coblenz & Donahue Law Offices  
30 North LaSalle Street, Suite 1624  
Chicago, IL 60602  
Facsimile Number: (312) 541-9191

- c) Time of the Essence. Time is of the essence in the performance of this Agreement.
- d) 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.
- e) 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.

- f) Ownership and Capital Costs. JUSTICE will own the entire dispatch system, except the radio infrastructure equipment installed in FOREST VIEW and the antennae, which shall be owned by FOREST VIEW.
- g) 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.
- h) Governing Law: Choice of Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. JUSTICE and FOREST VIEW hereby agree that any disputes between JUSTICE and FOREST VIEW relating in any way to or otherwise arising out of this Agreement shall be governed by the laws in the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County.
- i) 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.
- j) 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.
- k) 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.
- l) Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.
- m) Changes in laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any

modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

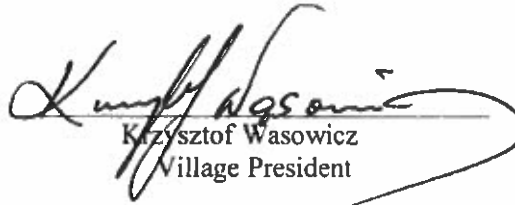
- n) Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- o) No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against JUSTICE or FOREST VIEW.
- p) Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be executed by JUSTICE and FOREST VIEW and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

**IN WITNESS WHEREOF**, the Villages of JUSTICE and FORESTVIEW, respectively, have caused this Agreement to be executed by their respective Village Presidents and attested by their respective Village Clerks as of the day and year first above written.

**APPROVED and ACCEPTED** this 12<sup>th</sup> day of February, 2019.

Village of Justice, Illinois

By:

  
Krzysztof Wasowicz  
Village President

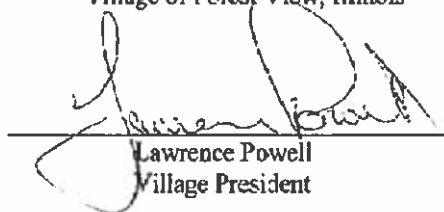
ATTEST:

  
Suzanne Small  
Village Clerk



Village of Forest View, Illinois

By:

  
Lawrence Powell  
Village President

ATTEST:

  
Joy M. Conklin  
Village Clerk

COPY

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF JUSTICE AND THE VILLAGE OF WILLOW SPRINGS  
PROVIDING FOR POLICE DISPATCH AND PRISONER DETENTION SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into this 27<sup>th</sup> day of October, 2016, between VILLAGE OF JUSTICE ("JUSTICE"), an Illinois municipal corporation, and the VILLAGE OF WILLOW SPRINGS ("WILLOW SPRINGS"), a municipal corporation for Police Dispatch and Prisoner Detention Services.

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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

**WHEREAS**, the purpose of the Agreement is to provide a relationship between JUSTICE and WILLOW SPRINGS to provide Police Dispatching and Prison Detention services to WILLOW SPRINGS; and

**WHEREAS**, the provisions of Public Act 099-0006 mandate the consolidation of local emergency telephone systems so that by July 1, 2017, no 9-1-1 authority serves a population less than 25,000; and

**WHEREAS**, the Parties desire to consolidate their emergency dispatch services in an effort to meet the mandates of Public Act 099-0006; and

**WHEREAS,** centralized police dispatching and prisoner detention services as provided for herein will efficiently and economically serve the needs of the Parties.

**WHEREAS,** WILLOW SPRINGS provides police protection to its citizens and is seeking to have radio dispatch services and prisoner detention performed on behalf of its police departments, and other services as hereinafter described.

**WHEREAS,** JUSTICE operates a full service dispatch center through which all of JUSTICE 9-1-1 police emergency calls are handled; and

**WHEREAS,** JUSTICE operates a full service detention center through which all of JUSTICE Police Department prisoners are processed and detained.

**WHEREAS,** WILLOW SPRINGS has determined that it would be in the best interest of the citizens of WILLOW SPRINGS for JUSTICE to provide radio dispatch services for WILLOW SPRINGS 9-1-1 emergency calls for its Police Department.

**WHEREAS,** WILLOW SPRINGS has determined that it would be in the best interest of the Citizens of WILLOW SPRINGS for JUSTICE to provide prisoner detention services for WILLOW SPRINGS Police Department prisoners.

**WHEREAS,** WILLOW SPRINGS provides police radio dispatch and prisoner detention to the citizens of the VILLAGE OF HODGKINS ("HODGKINS"), a municipal corporation and is seeking to have the radio dispatch services and other services as hereinafter described performed by JUSTICE.

**WHEREAS,** the Parties have individually determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of the persons and property within the Villages JUSTICE and WILLOW SPRINGS to enter into this Agreement.

**NOW THEREFORE**, in consideration of the foregoing as well as the mutual covenants and agreements hereinafter set forth, JUSTICE and WILLOW SPRINGS agree as follows:

- 1) **Incorporation.** Each of the recitals set forth above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.
- 2) **Term/Duration.** This Agreement shall commence at 12:00 a.m. on MAY 1, 201~~8~~, for a five (5) year term expiring at 11:59 p.m. on MAY 1, 202~~3~~, unless otherwise extended, amended or cancelled as fully set forth herein. Following completion of the initial 5 year term, this Agreement shall automatically renew for successive periods of one year unless WILLOW SPRINGS gives written notice of its intent to terminate this Agreement no later than 120 days before the expiration of the current term.

#### **POLICE DISPATCH SERVICES**

- 3) **Dispatch Services:** JUSTICE shall operate a full service dispatch center to provide dispatch services to WILLOW SPRINGS and HODGKINS. Any and all dispatch services provided by JUSTICE to WILLOW SPRINGS and HODGKINS shall include but are not limited to the following:
  - a) Provide 24 hour a day answering of all emergency 9-1-1 and non-emergency police calls for each and every day that this Agreement is in effect.
  - b) Provide a 24 hours a day dispatching for all WILLOW SPRINGS and HODGKINS Police Department calls for service and related activities for each and every day that this Agreement is in effect.
  - c) Maintain and operate radio and computer communications with WILLOW SPRINGS and HODGKINS for all Police Department calls. Utilize dispatching procedures adopted and agreed upon by the parties.
  - d) Employ qualified telecommunications personnel to handle regular and routine communications from the inhabitants of WILLOW SPRINGS and HODGKINS, Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch WILLOW SPRING or HODGKINS emergency personnel in response to these requests

- e) Maintain updated telephone lists of WILLOW SPRINGS and HODGKINS staff and employees and implement and utilize call-out procedures for emergencies and non-emergencies. Forward messages, utilizing reasonable telephone answering procedures.
  - f) Maintain daily dispatch services at a staffing level that will enable all emergency calls to be handled.
  - g) Provide and continuously update training to all dispatch employees.
  - h) Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police or other WILLOW SPRINGS and HODGKINS services asked by WILLOW SPRINGS or HODGKINS citizens and others in accordance with informational materials provided by WILLOW SPRINGS and HODGKINS. JUSTICE shall forward to WILLOW SPRINGS and HODGKINS all non-emergency calls. Under no circumstances shall JUSTICE accept the payment of fees for WILLOW SPRINGS or HODGKINS.
  - i) Upon request by WILLOW SPRINGS or HODGKINS, provide copies of reports on call volume, LEADS reports, officer time usage and any other requested reports.
  - j) Maintain a call logging and recording system of all calls and, upon request, provide copies of recorded calls to the WILLOW SPRINGS and HODGKINS Police Departments.
  - k) Maintain and operate mutual aid dispatch services for WILLOW SPRINGS and HODGKINS in accordance with the emergency response plans and programs established by the Mutual Aid Box Alarm System ("MABAS") or Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS"), as well as any other applicable public safety organizations, provided, however, that JUSTICE's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by WILLOW SPRINGS and HODGKINS .
  - l) For the purpose of this Agreement, a "call" shall be any manner of communication by which the Communication Center is required to receive data from the public under applicable law. As of the Effective Date of this Agreement, a "call" shall include telephone and TTY/TTD communications.
- 4) Leads Services: JUSTICE shall 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 WILLOW SPRINGS and HODGKINS, including without limitation warrants and sex offenders.
  - c) Maintain and manage hot files.
  - d) Maintain and manage all LEADS and NCIC files.
  - e) Remove from the LEADS and NCIC files information and data that is no longer current.
  - f) Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by WILLOW SPRINGS and HODGKINS
  - g) Maintain and manage run card files, occupancy/address files, mapping and caution notes.
- 5) Best Efforts to Transmit Messages. JUSTICE agrees to use its best effort to transmit messages to WILLOW SPRINGS and HODGKINS, but shall not be responsible for failure to transmit said messages due to damage to its equipment caused by acts of sabotage, vandalism, or natural disaster, acts of God or because demand for its services due to emergency calls related to JUSTICE or future parties. The determination of the priority of emergency matters shall not be done in an arbitrary or capricious manner.

#### **PRISONER DETENTION SERVICES**

- 6) Detention Services: JUSTICE agrees to provide prisoner detention services on a 24-hour basis for each and every day of this Agreement for the WILLOW SPRINGS Police Department in the same manner and to the same extent as JUSTICE furnishes said services for confinement of its own prisoners. JUSTICE further agrees to provide any and all personnel necessary to fulfill its obligations under this Paragraph. Any and all services provided by JUSTICE to WILLOW SPRINGS shall include but are not limited to the following:
- a) WILLOW SPRINGS shall require that all prisoners lodged by its officers in the JUSTICE Police Department detention facility be processed by WILLOW SPRINGS Officers in

compliance with all standards established by the Illinois Department of Corrections and the JUSTICE Police Department's General and Special Orders.

- b) JUSTICE will provide lock-up facilities at its Police Department to adequately detain prisoners placed under arrest by the Village of WILLOW SPRINGS overnight, during weekends and holidays as needed by WILLOW SPRINGS. JUSTICE will furnish its facilities and personnel for the confinement of WILLOW SPRINGS' prisoners in the same manner and to the same extent as JUSTICE furnishes said services for confinement of its own prisoners.
  - c) A prisoner shall become the responsibility of JUSTICE at the point the prisoner is placed into the cell or other holding facility at JUSTICE however notwithstanding the foregoing, JUSTICE reserves the right to reject taking custody of a prisoner and that no prisoner shall become the responsibility of JUSTICE until an authorized officer of the JUSTICE Police Department accepts custody of the prisoner. JUSTICE will not release a prisoner from its facilities except (1) to the custody of a WILLOW SPRINGS Police Officer; (2) pursuant to a court order or (3) for medical or necessary health care as described below in Section (7).
  - d) The obligation of JUSTICE to provide such lock-up facilities to WILLOW SPRINGS is limited to the available space and resources to the JUSTICE Police Department. If the JUSTICE Chief of Police or his designee, determines in his sole discretion that JUSTICE cannot adequately accept or continue to detain a prisoner due to available space, then JUSTICE is not obligated to accept or continue to detain such prisoner. If JUSTICE requests that a prisoner be removed then WILLOW SPRINGS shall remove the prisoner within a reasonable amount of time after being notified that the prisoner must be removed.
- 7) Emergency Medical and Necessary Health Care. JUSTICE will be responsible for arranging any known necessary health or emergency medical care for prisoners as may be required to safeguard the prisoner's health while housed in the JUSTICE Police Department. JUSTICE, and any of its officers, agents and employees, has the full authority to authorize WILLOW SPRINGS prisoners to receive or be transported to receive any health or emergency medical care it determines to be necessary while in the custody or control of JUSTICE. In the event a WILLOW SPRINGS prisoner becomes in need of emergency medical attention while in the custody of JUSTICE, JUSTICE shall immediately notify WILLOW SPRINGS of said prisoner medical emergency. Any and all medical transportation expenses incurred for WILLOW SPRINGS prisoners, including, but not limited to all physician, dental, hospital, clinic,

ambulance, paramedic/EMT, drug, medication, supply and health care professional service costs, shall be the sole responsibility of WILLOW SPRINGS.

### **OBLIGATIONS OF WILLOW SPRINGS**

8) **Additional Obligations:** WILLOW SPRINGS agrees to perform the following in order to enable JUSTICE to efficiently and properly fulfill its obligations under this Agreement:

- a) Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures.
- b) Provide timely notification of a WILLOW SPRINGS designee for receiving notice in the absence of Police Chief.
- c) Provide informational materials on public safety issues for dissemination to residents of WILLOW SPRINGS and HODGKINS.
- d) Provide reasonable cooperation in assisting JUSTICE to achieve accreditation as desired by JUSTICE.
- e) Provide timely reports and other data needed for JUSTICE to comply with LEADS requirements.
- f) Provide training exercises and reasonable notification thereof.
- g) WILLOW SPRINGS and HODGKINS shall cause its officers to participate in any training classes required by JUSTICE emergency response communications and dispatch center and to comply with the JUSTICE emergency response communications and dispatch center's procedures, rules and regulations.

9) **Compensation for the VILLAGE OF JUSTICES' Services by the VILLAGE OF WILLOW SPRINGS**

- a) **Quarterly Fee for Dispatch Services by the Village of WILLOW SPRINGS:** WILLOW SPRINGS shall pay JUSTICE the sum of \$127,000 per annum, paid in monthly installments, for the first twelve-month period of this Agreement for the dispatch services for WILLOW SPRINGS only. The compensation paid by WILLOW SPRINGS to JUSTICE shall increase 2% per annum for each subsequent 12-month period. The Quarterly Fee shall be paid to JUSTICE every quarter on the 1st of the Month, beginning on MAY 1, 2018 (the "Commencement Date"). WILLOW SPRINGS shall also include in its payment to JUSTICE the total compensation it receives for the dispatch services for HODGKINS. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

- b) For the first twelve-month period of this Agreement, WILLOW SPRINGS shall retain all monies received from the Illinois Treasurer's office, the Illinois Commerce Commission, the Illinois State Police or any other agencies with jurisdiction over any surcharges or distributions under the provisions of the Emergency Telephone System Act, the Wireless Emergency Telephone Safety Act, the Prepaid Wireless 9-1-1 Surcharge Act and any similar statutory provisions providing funding for local 9-1-1 emergency dispatch services. WILLOW SPRINGS shall promptly remit to JUSTICE the percentage of those surcharges or distributions that relate only to Police Dispatch after the initial 12-month period of this Agreement. This Agreement specifically excludes any remittance by WILLOW SPRINGS to JUSTICE of any percentage of those surcharges or distributions received by WILLOW SPRINGS for fire dispatch.
- c) Additional Expenses. To the extent that this Agreement provides for WILLOW SPRINGS to bear other expenses relating to the Dispatch or Detention Services, such other expenses shall be due and payable thirty (30) days after JUSTICE delivers an invoice for such expenses to WILLOW SPRINGS, as the case may be.
- d) Capital Charges. Except as otherwise expressly herein, WILLOW SPRINGS shall not be responsible for any future capital expense by JUSTICE or any other entity related to the provision of the Dispatch Services to WILLOW SPRINGS and HODGKINS.
- e) Credits upon Termination. To the extent that this Agreement terminates other than upon its expiration under Section 8.A (excepting termination due to a default of WILLOW SPRINGS or HODGKINS), any Quarterly Fee covering a period after the termination date shall be refunded to WILLOW SPRINGS on a pro rata basis.

### INSURANCE AND INDEMNIFICATION

#### 10) Insurance.

- a) Dispatch Coverage Provided. JUSTICE agrees to provide the following insurance coverages for the Dispatch Services:
  - i) Commercial General Liability; including coverage for Law Enforcement Liability;
  - ii) Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
  - iii) Such coverages shall be in amounts no less than what JUSTICE maintains for itself in its normal course of business.
- b) Indemnification.
  - i) JUSTICE does hereby indemnify and holds the Village of

WILLOW SPRINGS and HODGKINS, its officers, agents, and employee harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, invalid which may arise out of the Dispatch Services provided by JUSTICE pursuant to this Agreement, except to the extent caused by the negligence of WILLOW SPRINGS or HODGKINS, as the case may be.

ii) WILLOW SPRINGS hereby indemnifies and holds JUSTICE harmless from and against any and all claims which may arise out of the obligations of WILLOW SPRINGS under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence of JUSTICE.

iii) By mutual agreement JUSTICE and WILLOW SPRINGS agree to name each other as additional insured's on their insurance liability policies as to any and all claims, actions suites liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any action or omission relating to this agreement.

iv) Nothing in this Agreement is intended, no shall it be construed, to result in the waiver of any of the immunities granted to any of the Parties under the Local Governmental and Governmental Employees Tort Immunity Act, or under any other statute or at common law.

v) The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement.

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

d) Termination of Coverage. If JUSTICE'S coverage as provided by its insurer is terminated for any reason:

i) JUSTICE shall promptly notify WILLOW SPRINGS and HODGKINS of receipt of any such notice; and

ii) JUSTICE 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 WILLOW SPRINGS. WILLOW SPRINGS 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 WILLOW SPRINGS under this Agreement, and to provide proof of insurance at JUSTICE'S request.

### **ADDITIONAL OBLIGATIONS OF PARTIES**

11) JUSTICE and WILLOW SPRINGS shall secure and maintain appropriate approvals from the Illinois State Police to consolidate their dispatch systems. WILLOW SPRINGS and HODGKINS shall list JUSTICE emergency response as their dispatching location. JUSTICE and WILLOW SPRINGS will also secure and maintain appropriate approvals which may be required by any emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

12) **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 JUSTICE and WILLOW SPRINGS and HODGKINS. 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.** WILLOW SPRINGS and HODGKINS shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of WILLOW SPRINGS and HODGKINS (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of JUSTICE.
- b) **Complaint Procedure.** JUSTICE shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. JUSTICE agrees to inform WILLOW SPRINGS and HODGKINS, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, the complainant's contact information, and a description of the complaint. In addition, JUSTICE agrees to inform WILLOW SPRINGS and HODGKINS, as the case may be, of the actions taken by JUSTICE to resolve the complaint.
- c) **Regular Meetings.** The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree

that their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement.

- d) JUSTICE agrees to assist WILLOW SPRINGS and HODGKINS in any manner necessary, including cooperating with representatives and assessors of Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O. and the Illinois Police Accreditation Coalition ("IPAC"), and any other appropriate action, to ensure that WILLOW SPRINGS and HODGKINS receive full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that JUSTICE'S obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by WILLOW SPRINGS and HODGKINS, as the case may be. Any extraordinary compliance measures undertaken by JUSTICE in furtherance of this Section at the request of WILLOW SPRINGS will be done at WILLOW SPRINGS expense.

### **13) Records.**

- a) JUSTICE shall establish and keep a file and record system for all data related to the Dispatch and Prisoner Detentions Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.
- b) Freedom of Information. Cooperate with all Freedom of Information Act requests filed with the Police Departments regarding records retained by the Communications Center. The ultimate decision regarding whether to turn over any of WILLOW SPRINGS or HODGKINS public records shall rest entirely with WILLOW SPRINGS and HODGKINS.
- c) JUSTICE will retain all relevant records in compliance with State law.

### **14) Dispute Resolution.**

- a) Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in 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, JUSTICE and WILLOW SPRINGS shall continue to fulfill the terms of this Agreement to the fullest extent possible. JUSTICE shall continue to provide Dispatch Services to WILLOW SPRINGS and HODGKINS as provided by this Agreement. WILLOW SPRINGS shall continue to make all payments to JUSTICE for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.
- c) Remedies. Provided that the parties have met their obligations under this section, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 8 shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

**15) Term; Termination.**

- a) Term. After the initial twelve-month period, this Agreement may be terminated by either party upon 60 days written notice of the effective date of said termination from the terminating party. Upon termination of this Agreement, JUSTICE shall have no obligation to provide any services covered by this Agreement. The Parties understand and agree that this Agreement will be terminated once it is determined that JUSTICE'S efforts at consolidation to serve a population of 25,000 or more by July 1, 2017, will not be successful.
- b) Termination Procedure: This Agreement may be terminated pursuant to one of the following procedures:
  - i) By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or
  - ii) 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 13, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this section shall retain its rights to pursue any and all other

remedies that may be available, either in law or in equity under this Agreement; or

- iii) In the event JUSTICE merges its dispatch services with any other dispatch center, JUSTICE shall notify WILLOW SPRINGS not less than two hundred seventy (270) days prior to the date of such merger, and at that time, WILLOW SPRINGS may terminate the Agreement.

## **MISCELLANEOUS AND GENERAL PROVISIONS**

### **16) Miscellaneous.**

- a) Emergency Telephone System Board (ETSB). One (1) member from WILLOW SPRINGS shall be appointed to the ETSB unless or until there is State legislation amending or defining the role of the ETSB.
- b) New Recipients of Dispatch Services. JUSTICE may attempt to solicit other municipalities to enter into agreements by which JUSTICE may provide dispatch services and JUSTICE retains the power, in its sole discretion, to enter into such agreements; provided that JUSTICE 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 JUSTICE to other municipalities.
- c) 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 obligations on JUSTICE over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.
- d) Effective Date. This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the Dispatch Services to be provided by JUSTICE to WILLOW SPRINGS and HODGKINS shall not begin until the Commencement Date.

### **17) 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, 10 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, 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.

b) Notice shall be served as follows:

Village of JUSTICE  
Mayor Krzysztof Wasowicz  
7800 Archer Road  
JUSTICE, IL 60458

Village of WILLOW SPRINGS  
Mayor Alan Nowaczyk  
One Village Circle  
WILLOW SPRINGS, IL 60480

Village of HODGKINS President  
8990 Lyons Street  
Hodgkins, IL 60525

- c) Time of the Essence. Time is of the essence in the performance of this Agreement.
- d) 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.
- e) 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.
- f) Ownership and Capital Costs. JUSTICE will own the entire dispatch system, except the radio infrastructure equipment installed in WILLOW SPRINGS and HODGKINS and the antennae, which shall be owned by WILLOW SPRINGS and HODGKINS.
- g) 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.
- h) Governing Law; Choice of Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. JUSTICE and WILLOW SPRINGS hereby agree that any disputes between JUSTICE and WILLOW SPRINGS relating in any way to or otherwise arising out of this Agreement shall be governed by the laws in the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County.
- i) 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.

- j) 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.
- k) 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.
- l) Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.
- m) Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- n) Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- o) No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against JUSTICE, WILLOW SPRINGS and HODGKINS.
- p) Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be executed by JUSTICE and WILLOW SPRINGS and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

**IN WITNESS HEREOF**, the Villages of JUSTICE and WILLOW SPRINGS, respectively, have caused this Agreement to be executed by their respective Village Mayor and attested by their respective Village Clerk as of the day and year first above written.

APPROVED and ACCEPTED this 27<sup>th</sup> day of October, 2016.

**VILLAGE OF JUSTICE**

By: Krzysztof Wasowicz  
Krzysztof Wasowicz, Mayor

ATTEST:

Kathleen H. Luchala  
Village Clerk

**VILLAGE OF WILLOW SPRINGS**

By: Alan Nowaczyk  
Alan Nowaczyk, Mayor

ATTEST:

Adena Backovich  
Village Clerk

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# **THE VILLAGE OF WILLOW SPRINGS COOK COUNTY, ILLINOIS**

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## **ORDINANCE NUMBER 2019-O-01**

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**AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE  
SYSTEM BOARD OF THE VILLAGE OF WILLOW SPRINGS**

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**JOHN M. CARPINO, President**

**MARY JANE MANNELLA, Clerk**

**THOMAS E. BIRKS  
TERRANCE M. CARR  
MICHAEL C. KENNEDY  
MELISSA N. NEDDERMEYER  
FRED POSCH  
KATHRYN STANPHILL**

**TRUSTEES**

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**Published in pamphlet form by authority of the President and Board of Trustees of the Village of  
Willow Springs Tressler LLP – Village Attorneys – 2600 East 107<sup>th</sup> Street, Bolingbrook, Illinois 60440**

## **ORDINANCE NO. 2019-O-01**

### **AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF WILLOW SPRINGS**

**WHEREAS**, the Village of Willow Springs (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the Village has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title 3 (Boards and Commissions), Chapter 5 (Emergency Telephone System Board) of the Village Code, as amended (the "Code"); and

**WHEREAS**, the State of Illinois passed PA 99-0006, which amended the Emergency Telephone System Act, 50 ILCS 750/1, et seq. (the "ETS Act"), which mandates that in a county with a population of at least 250,000 that has more than one Emergency Telephone System Board (as defined in the ETS Act), Joint Emergency Telephone System Board (as defined in the ETS Act), or qualified governmental entity, any 9-1-1 Authority (as defined in the ETS Act) serving a population of less than 25,000 shall be consolidated such that no 9-1-1 Authority in the county serves a population of less than 25,000; and,

**WHEREAS**, the Village is located in Cook County, Illinois and its ETSB serves a population of less than 25,000 and is therefore required by the ETS Act to consolidate such that the 9-1-1 Authority serves a population of at least 25,000; and,

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate

among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and,

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes units of local government to enter into agreements for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act and in accordance with the requirements of the ETS Act, the President and Board of Trustees of the Village of Willow Springs (the "*Corporate Authorities*"), by Ordinance 2018-O-13, adopted on March 22, 2018, approved an intergovernmental agreement establishing the South West Cook County Consolidated Dispatch (the "*IGA*"); which joined the Village's ETSB with the Villages of Hillside, Justice, Westchester, and Forest View, for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to the provision of emergency and/or municipal dispatch and communication services to its members; and,

**WHEREAS**, upon approval by the Illinois Statewide 9-1-1 Administrator as evidenced by an order therefrom and the South West Cook County Consolidated Dispatch becoming operational, the Village's ETSB shall be dissolved and all surcharge funds received beginning on that date pursuant to Section 15.3 of the ETS Act and pursuant to Section 17 of the Wireless Emergency Telephone Safety Act shall be transferred to the South West Cook County Consolidated Dispatch.

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

**SECTION 1:** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2:** The Village's ESTB is hereby dissolved and Title 3, Chapter 5 of the Village Code is repealed in its entirety effective on the date the South West Cook County Consolidated Dispatch IGA is approved by the State of Illinois and become effective. The Village President, Village Administrator and/or the Chief of Police are authorized and directed to take all steps necessary, including the execution of all documents, related to the dissolution of the Village's ETSB.

**SECTION 3:** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** This ordinance shall be in full force and effect from and after its passage, approval by the Village Board, and publication as provided by law.

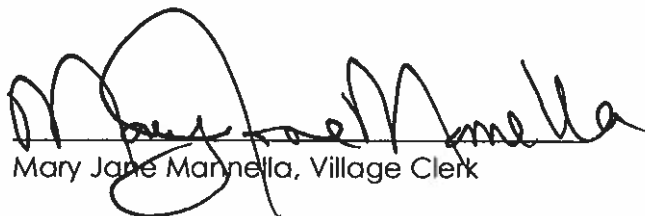
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**Ordinance 2019-O-01, approved and adopted** by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 24<sup>th</sup> day of January 2019, pursuant to a roll call vote, as follows:

|                     | PRESENT | ABSENT | YES | NO | ABSTAIN |
|---------------------|---------|--------|-----|----|---------|
| Trustee Birks       | ✓       |        | ✓   |    |         |
| Trustee Carr        | ✓       |        | ✓   |    |         |
| Trustee Kennedy     | ✓       |        | ✓   |    |         |
| Trustee Neddermeyer | ✓       |        | ✓   |    |         |
| Trustee Posch       | ✓       |        | ✓   |    |         |
| Trustee Stanphill   |         | ✓      |     |    |         |
| President Carpino   | ✓       |        |     |    |         |
| TOTAL               | 6       | 1      | 5   | 0  | 0       |

  
John M. Carpino, Village President

ATTEST:

  
Mary Jane Mannella, Village Clerk



STATE OF ILLINOIS            )  
                                          ) SS  
COUNTY OF COOK            )

**CERTIFICATION**

I, Mary Jane Mannella, DO HEREBY CERTIFY that I am the duly qualified and appointed Village Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Village Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of **ORDINANCE NO. 2019-O-01, "AN ORDINANCE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF WILLOW SPRINGS"**, adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on **JANUARY 24, 2019** and published in pamphlet form on **JANUARY 24, 2019**.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village, on **JANUARY 24, 2019**.



  
Mary Jane Mannella, Village Clerk  
Village of Willow Springs, Cook County, Illinois

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**THE VILLAGE OF WILLOW SPRINGS  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2018-O-13**

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**AN ORDINANCE AUTHORIZING THE VILLAGE OF WILLOW SPRINGS,  
COOK COUNTY, ILLINOIS TO APPROVE AND ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT ESTABLISHING A JOINT  
EMERGENCY TELEPHONE SYSTEM BOARD (JETSb) BY AND BETWEEN THE  
VILLAGES OF JUSTICE, HILLSIDE, WESTCHESTER, FOREST VIEW, AND  
WILLOW SPRINGS.**

---

**JOHN M. CARPINO, President**

**MARY JANE MANNELLA, Clerk**

**THOMAS E. BIRKS  
TERRANCE M. CARR  
MICHAEL C. KENNEDY  
MELISSA N. NEDDERMEYER  
FRED POSCH  
KATHRYN STANPHILL**

**TRUSTEES**

**VILLAGE OF WILLOW SPRINGS**

**ORDINANCE 2018-O-13**

**AN ORDINANCE AUTHORIZING THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS TO APPROVE AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT, ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEM BOARD (JETSBS), BY AND BETWEEN THE VILLAGES OF JUSTICE, HILLSIDE, WESTCHESTER, FOREST VIEW, AND WILLOW SPRINGS.**

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

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

WHEREAS, the Village believes it to be in the best interests of its respective citizens to establish a Joint Emergency Telephone System Board (JETSBS) to operate a joint 9-1-1 emergency telephone system in accordance with the terms and conditions set forth in the IGA attached hereto; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "*Corporate Authorities*") to enter into an Intergovernmental Agreement by and between the Village of Willow Springs and the Villages of Justice, Hillside, Westchester, and Forest View establishing a JETSBS to oversee operation of a 9-1-1 emergency telephone system, as set forth in the IGA attached hereto.

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

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees, subject to final revisions made by staff and Village consultants.

Section 3: The President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4: The Village Attorney is hereby authorized to execute such necessary documentation and undertake such legal actions on the part of the Village as contained in the Intergovernmental Agreement and this Ordinance to complete satisfaction of any conditions stated therein.

Section 5: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

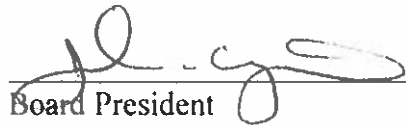
Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

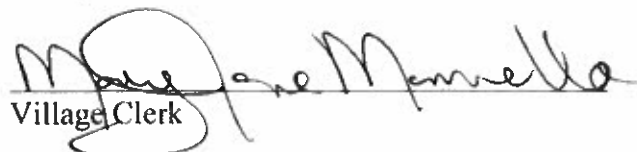
*(Intentionally left blank)*

**Ordinance 2018-O-13, approved and adopted** by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 22<sup>nd</sup> day of March, 2018, pursuant to a roll call vote, as follows:

|                     | PRESENT | ABSENT | YES | NO | ABSTAIN |
|---------------------|---------|--------|-----|----|---------|
| Trustee Birks       | ✓       |        | ✓   |    |         |
| Trustee Carr        | ✓       |        | ✓   |    |         |
| Trustee Kennedy     | ✓       |        | ✓   |    |         |
| Trustee Neddermeyer | ✓       |        | ✓   |    |         |
| Trustee Posch       |         | ✓      |     |    |         |
| Trustee Stanphill   | ✓       |        | ✓   |    |         |
| President Carpino   | ✓       |        |     |    |         |
| TOTAL               | 6       | 1      | 5   | 0  | 0       |

  
Board President

ATTEST:

  
Village Clerk

Published in pamphlet form by order of the Village Board this 22<sup>nd</sup> day of March, 2018.

  
Village Clerk



## **SOUTH WEST COOK COUNTY CONSOLIDATED DISPATCH INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS AGREEMENT**, entered into on the effective date specified hereafter, by and between the units of local government signatory hereto and also any unit of local government which may become a signatory hereafter (referred to herein as "participating units of local government"); and,

**WHEREAS**, the signatories have determined that the implementation of a joint 9-1-1 emergency telephone system would provide a significant public safety enhancement to the citizens of each of the participating unit of local government; and,

**WHEREAS**, Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* (the "Act"), mandates the consolidation of Emergency Telephone System Boards (ETSBS) and Public Safety Answering Points (PSAPS) such that no 9-1-1 Authority, as defined by the Act, in a County with at least 250,000 people serves a population of less than 25,000; and,

**WHEREAS**, Section 15.4 of the Act authorizes the formation of Joint Emergency Telephone System Boards to oversee the implementation and operation of a 9-1-1 emergency telephone system; and

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

**WHEREAS**, the Parties to this Agreement believe it to be in the best interests of their respective citizens to establish a Joint Emergency Telephone System Board to operate a joint 9-1-1 emergency telephone system in accordance with the terms and conditions as hereinafter set forth; and,

**NOW THEREFORE** be it agreed by and between the parties as follows:

1. Venture Established. Pursuant to the intergovernmental cooperation authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 and in recognition of the consolidation mandated by Section 15.4a of the Act, the undersigned units of local government hereby join together in a cooperative venture for the joint and mutual operation of a 9-1-1 emergency telephone system, to be known as the South West Consolidated Dispatch (the "SWCD"). The SWCD shall have two Public Safety Answering Points ("PSAP") as defined by the Act located at Village of Hillside, 425 N. Hillside Avenue, Hillside, IL 60162 and Village of Justice, 7800 S. Archer Road, Justice, IL 60458.
2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board (the "JETSBB") to oversee operation of the

SWCD which shall consist of the Village Manager/Village Administrator/Designee of the Village of Justice, the Village Manager/Village Administrator/Designee of the Village of Hillside, the Village Manager/Village Administrator/Designee of the Village of Westchester, the Village Manager/Village Administrator/Designee of the Village of Forest View, Village Manager/Village Administrator/Designee of the Village of Willow Springs, and a representative from each PSAP. Any subsequent participating unit of local government which joins the SWCD shall be entitled to have one member seated on the JETSB. The JETSB shall have the authority to change the number and types of Board members as set forth in its bylaws but in no event shall any participating unit of local government or unit of local government which subsequently joins as a participating member have less than 1 representative as a Board member.

3. Bylaws. The JETSB shall be subject to and shall be governed by certain bylaws which shall be adopted by the JETSB together with any amendments which may be made in the manner and means provided in the bylaws.
4. Participation. Each participating unit of local government is a member entitled to the rights and privileges of membership and is subject to the obligations of membership, all as may be provided in the bylaws.
5. Surcharge Funds. All surcharge funds received by any participating unit of local government under the provisions of the Act, the Wireless Emergency Telephone Safety Act, the Prepaid Wireless 9-1-1 Surcharge Act or any other similar statutory provisions providing funding for local 9-1-1 emergency dispatch services shall be remitted to the JETSB to be deposited into an Emergency Telephone System Fund which shall be created upon the effective date of this Agreement and which fund shall be used for operation of the SWCD as provided by law and in accordance with the JETSB's bylaws.
6. Termination. Any party to this Agreement may cease to be a party hereto and may withdraw from participation upon 365 days written notice to the other participating units of local government
7. Powers of the Board. The powers and duties of the JETSB created by this Agreement shall include, but not be limited to, the following:
  - A. Planning a 9-1-1 emergency telephone system.
  - B. Coordinating and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding system.
  - C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund which fund shall be created and administered as provided in the JETSB's bylaws.

- D. Authorizing all disbursements from the Emergency Telephone System Fund.
  - E. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
  - F. Making and entering into contracts.
  - G. Acquiring, holding and disposing of property.
  - H. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.
8. Amendment. This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.
9. Duration. This Agreement shall continue in effect as of the effective date for a period of ten years and may be renewed upon agreement in writing by all participating units of local government.
10. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.
11. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing execution of this Agreement.
12. Effective Date. This Agreement shall become effective when signed by all respective representatives of the Village of Justice, the Village of Hillside, the Village of Westchester, the Village of Forest View and the Village of Willow Springs and upon approval by the Illinois 911 Statewide Advisory Board of a consolidation plan application submitted by the participating units of local government.

**IN WITNESS WHEREOF**, the undersigned units of local government have set their signatures on the dates set forth below. This document may be signed in duplicate originals.

ATTEST:

Shiranne M. Small

Date: 1/14/2019

VILLAGE OF JUSTICE

By: Kunffy Nasami



VILLAGE OF HILLSIDE

By: *[Signature]*

ATTEST:

*Linda L. Gould*

Date: 3.26.2018

VILLAGE OF WESTCHESTER

By: *Paul Hattori*

ATTEST:

*Shan Kolodziej*

Date: 8/27/19

VILLAGE OF FOREST VIEW

By: *Thomas A. Heller*

ATTEST

*Barbara A. Trainor*

Date: 4-10-2018

VILLAGE OF WILLOW SPRINGS

By: *Brent Wood*

ATTEST:

*Mary Ann Mella*

Date: 1/2/19



# **BYLAWS OF THE SOUTH WEST COOK COUNTY CONSOLIDATED DISPATCH JETSB**

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## **ARTICLE I – NAME**

The name of the organization is the South West Cook County Consolidated Dispatch (the “SWCD”) which was created by Intergovernmental Agreement dated OCTOBER 22, 2018 (the “IGA”).

## **ARTICLE II – PURPOSE**

The purpose of the SWCD is to effectively and efficiently provide a public safety answering point and dispatch services to all of its participating units of local government (collectively, the “SWCD Members”, individually the “SWCD Member”).

## **ARTICLE III – ADOPTION OF BYLAWS**

These Bylaws are adopted and approved by the SWCD Members to give guidance to the operations of the SWCD in meeting those purposes as set forth in the IGA.

## **ARTICLE IV – GOVERNANCE**

The SWCD shall be governed in accordance with the IGA and these Bylaws. Where the IGA and these Bylaws are in conflict, the IGA shall control.

- a. **Board.** SWCD shall be governed by a board of directors to be known as the SWCD’s Joint Emergency Telephone System Board (the “JETSB”) consisting of two members designated by each SWCD Member, provided that at least one of the members designated by each SWCD Member must be a representative of that SWCD Member’s 9-1-1 public safety agencies, including but not limited to its police department, fire department, emergency medical services provider and its emergency services and disaster agencies, appointed on the basis of their ability or experience. The Board shall also consist of a public member who is a resident of the area served by the SWCD and a representative from each of SWCD’s public safety answering points each of whom shall be selected by a majority vote of those Board members designated by each SWCD Member.
- b. **Voting.** Each member of the Board shall have one (1) vote and all decisions shall require a majority vote of a quorum of the Board. Proxy votes will be allowed.
- c. **Annual Meeting.** The JETSB shall hold, at minimum, an annual meeting to approve a budget, elect officers, as may be necessary and to carry out other SWCD business. The Annual Meeting shall take place annually in the month of September.
- d. **Officers.** Officers shall be selected and shall have the responsibilities as set forth in Article VI.
- e. **Committees.** The Board may designate one or more committees including but not limited to an executive committee and a nominating committee. Membership on a

committee is open to directors and non-directors. Members of each committee shall be appointed by the Board upon the nomination by the Chairperson of the Board. The Board retains the right to replace any committee member. Each committee shall be advisory in nature and does not have the power or authority to amend the Bylaws, create policy, fill vacancies, or act in any decision-making capacity on behalf of the Board. A majority of the members of the committee constitute a quorum for the transaction of business, unless these Bylaws or resolution of the Board provides for a larger number. The vote of the majority of committee members present at a meeting in which a quorum is present constitutes the action of the committee, unless a larger number is required by these Bylaws or resolution of the Board.

- f. Compensation. Members of the Board shall serve without compensation but shall be reimbursed for their actual and necessary expenses as allowed by law.
- g. Terms of Office. All terms shall be for one (1) year. Directors are eligible for reappointment. Term limits do not apply. Officers may be reappointed.
- h. Vacancies. A vacancy in the Board shall be occasioned by resignation, death, physical or mental incapacity, continuous refusal to attend scheduled meetings of the Board, removal for cause, cessation of membership in or employment by the participating unit of local government which the member represents, or in the case of a representative of a PSAP, such person no longer being a proper representative for such PSAP. The Board shall determine the existence of a vacancy.

## **ARTICLE V – MEETINGS OF THE BOARD OF DIRECTORS**

**Section 1: Regular Meetings of the Board.** Regular meetings of the Board shall be set at the first meeting of each calendar year including dates, times, and locations of the meetings. Location will be a place that is convenient and open to the public. Regular meeting means a meeting scheduled by action of the Board to occur on a regular schedule. The agenda for each regular meeting will be posted at the city or village hall of each SWCD Member and at the location where the meeting is to be held at least forty-eight hours in advance. The agenda will be posted on SWCD's website, if applicable. The Board may hold a closed meeting or session if it identifies a specific statutory exemption. Under the Illinois Open Meetings Act, a public body may hold a closed meeting or session when it addresses one of twenty-four subject-area exemptions found in 5 ILCS 120/2(c), or when another state statute specifically authorizes closure.

**Section 2: Special Meetings.** Special meetings may be scheduled in conformity with the Illinois Open Meetings Act requiring at least 48 hours actual notice in advance.

**Section 3: Video or Telephone Conference.** If a quorum of the members of the Board is physically present, then the majority of the Board actually present may allow a member to attend by video or telephone conference if the member is prevented from physically attending because of (1) personal illness or disability; (2) employment purposes or the business of the Board; or (3) a family or other emergency. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

**Section 4: Quorum.** A majority of members of the Board then in office constitutes a quorum for the transaction of the business. Except as otherwise provided in these Bylaws or by resolution of the Board, the vote of the majority of the directors who are present at a meeting in which a quorum is present constitute action of the Board.

**Section 5: Minutes and Recordings.** Minutes from all open board meetings and committee meetings will be available to the public for inspection. The minutes will be posted on the website (if applicable) as well.

**Section 6: Resignation, Absences, and Removals.** Resignation from the Board must be in writing and received by the Executive Director. A Board member shall be removed from the Board by action of the Board for excess absences if he or she has three unexcused absences from Board meetings each year. Unexcused absence means that the Board member failed to attend the meeting and failed to notify the Board Chairperson of the absence. In the event of removal, the participating unit of local government making the appointment shall appoint a replacement for the remainder of the former Director's term.

**Section 7:** All meetings of the Board shall be subject to the Illinois Open Meetings Act and the records of the Board will be subject to the Freedom of Information Act.

## **ARTICLE VI – OFFICERS**

**Section 1:** The Board Officers shall consist of a Chairperson, Vice-Chairperson, Secretary, Treasurer, Attorney, and Executive Director with responsibilities as follows:

- A. **Chairperson.** The Chairperson shall (1) determine the agenda for and preside at meetings of the Board; (2) sign, with the Secretary or any other properly authorized officer of the Board, any instruments which the Board authorizes him or her to execute; (3) Appoint in his or her sole discretion such *ad-hoc* committees as he or she deems necessary or prudent to assist him or her in the performance of his or her duties; and (4) perform all duties incidental to the office of the Chairperson and any other duties as the Board may proscribe.
- B. **Vice-Chairperson.** The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence and other duties as the Board may proscribe.
- C. **Secretary.** The Secretary shall be responsible for recording the minutes of all meetings, ensuring that notices of such comply with the Open Meetings Act, comply with all FOIA requests, be the custodian of all records of the Board, file all required reports, and perform all duties incidental to the office of Secretary and other duties which the Board may proscribe.
- D. **Treasurer.** The Treasurer will be the custodian of all monies received by the Board. The Treasurer will also be responsible for reporting the account receivable and payables. The Treasurer will comply with all state reporting requirements.
- E. **Attorney.** The Board Attorney shall not be a voting member of the Board and shall advise the Board and serve the Board at its discretion.

- F. Executive Director. The daily operations of SWCD shall be conducted under the direction and supervision of the Executive Director. He or she has the authority to execute all contracts and agreements on behalf of SWCD, except for any type of financial or monetary transaction, which are subject to Board approval. He or she is responsible for general and active management of the organization, as well as administering the programs and policies as directed by the Board. The Executive Director will report directly to the Chairperson. The Executive Director has the authority to act for or on behalf of the Organization.

**Section 2:** All Officers shall be elected annually at the Annual Meeting. No term limits shall apply. All Officers except for the Attorney and Executive Director must be members of the Board but if both a member of the Board and an Officer shall only cast 1 vote.

**Section 3:** In the event any Officer resigns, a new Officer shall be elected by a majority of the Board members in office.

## **ARTICLE VII – POWERS AND DUTIES**

The powers and duties of the Board shall be as set forth in the IGA.

## **ARTICLE VIII – FINANCIAL OBLIGATIONS**

**Section 1:** As provided in the IGA, all surcharge funds received by any SWCD Member (the “*Surcharge Funds*”) shall be remitted to the Board and shall be deposited into a separate interest-bearing Emergency Telephone System Fund (the “*Fund*”).

**Section 2:** Surcharge Funds collected shall be segregated, allocated and recorded separately for each SWCD Member, in the same proportion that would have been received by such SWCD Member prior to its consolidation with the other SWCD Members. These allocations shall include any Surcharge Funds contributed by a SWCD Member at the time of joining SWCD. In the event any SWCD Member ceases to be a member of SWCD, all Surcharge Funds allocated to said SWCD Member that ceases membership in SWCD shall be returned to that SWCD Member within ninety (90) days.

**Section 3:** All interest accruing on the Fund shall remain in the Fund, and shall be allocated amongst each SWCD Member in the same manner as set forth hereinabove for Surcharge Funds.

**Section 4:** No expenditures may be made from the Fund, except as set forth in a budget approved by the Board or upon the direction of the Board by resolution passed by a majority of all members of the Board. The Board shall be required to approve any expenditures from the segregated Surcharge Funds for the benefit of a SWCD Member, unless all other members of the Board vote to disapprove the recommended expenditure. Expenditures may only be made as authorized by the Illinois Emergency Telephone System Act.

**Section 5: Check Signing Authority.** The Treasurer and Executive Director for the Board are authorized to sign checks unless otherwise provided by resolution of the Board. Any individual authorized to sign checks shall be bonded.

## **ARTICLE IX – FISCAL YEAR**

The fiscal year of SWCD will end on the last day of ~~OCTOBER~~ each year.

## **ARTICLE X – CONFLICT OF INTEREST**

A Board member shall not be interested directly or indirectly in any contract or business transaction with SWCD, or a board, office or committee of SWCD during the time for which the member is appointed to the Board. In the event a Board member becomes aware of a possible conflict, the interested Board member shall immediately disclose the existence and nature of the interest/conflict and must be given the opportunity to disclose all material facts to the other members of the Board considering the proposed transaction or contract. After disclosure of the interest/conflict and all material facts, and after any discussion, the interested Board member shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists. In the event the disinterested Board members determine that a conflict exists, the interested Board member shall abstain from voting and the Board Secretary shall record in the minutes, the determination of the conflict of interest and the vote of each of the Board members.

## **ARTICLE XI – CONSTRUCTION AND DEFINITIONS**

Unless otherwise indicated by reference or context, the plain meaning of the words shall apply.

## **ARTICLE XII – AMENDMENTS**

These Bylaws may be amended when necessary by a majority of the Board. Proposed amendments must be submitted to the Chairperson to be sent out with regular Board announcements.

## **ARTICLE XIII – PARLIAMENTARY AUTHORITY**

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules or policies that the Board may adopt.

ORDINANCE NO. 19-03

**AN ORDINANCE OF THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS,  
APPROVING THE SOUTH WEST COOK COUNTY CONSOLIDATED DISPATCH  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

**WHEREAS**, the Village of Hillside, Cook County, Illinois (the "*Village*") is a home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and,

**WHEREAS**, the State of Illinois passed PA 99-0006, which amended the Emergency Telephone System Act, 50 ILCS 750/1, *et seq.* (the "*ETS Act*"), which mandates that in a county with a population of at least 250,000 that has more than one Emergency Telephone System Board (as defined in the ETS Act), Joint Emergency Telephone System Board (as defined in the ETS Act), or qualified governmental entity, any 9-1-1 Authority (as defined in the ETS Act) serving a population of less than 25,000 shall be consolidated such that no 9-1-1 Authority in the county serves a population of less than 25,000; and,

**WHEREAS**, the Village is located in Cook County, Illinois and its 9-1-1 Authority serves a population of less than 25,000 and is therefore required by the ETS Act to consolidate into a 9-1-1 Authority that serves a population of at least 25,000; and,

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes units of local government to enter into agreements for the joint performance of any powers,

privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

**WHEREAS**, the President and Board of Trustees of the Village believe it is in the best interests of the Village and its residents to form a Joint Emergency Telephone System Board with the Villages of Willow Springs, Justice, Westchester, and Forest View pursuant to an intergovernmental agreement between the parties for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to the provision of emergency and/or municipal dispatch and communication services to its members and thereby becoming compliant with the ETS Act; and,

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

*Section 1.* The foregoing recitals are hereby incorporated into this Ordinance as if restated in this Section.

*Section 2.* That the South West Cook County Consolidated Dispatch Intergovernmental Cooperation Agreement, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, Village Manager, Village Chief of Police and the Village Fire Chief are hereby authorized and directed to undertake any and all actions as may be required to execute and deliver said agreement and implement its terms.

*Section 3.* This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

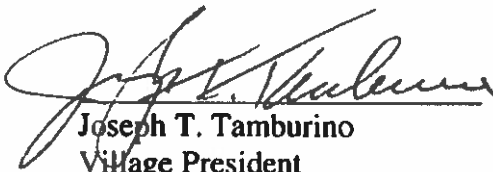
PASSED: This 28<sup>th</sup> day of January 2019.

AYES: Justin Walter, Lomeli, Delgado,  
James, Fannie, Watson

NAYS: None

ABSENT: None

APPROVED: This 28<sup>th</sup> day of January 2019.

  
Joseph T. Tamburino  
Village President

Filed in my office this 29<sup>th</sup>

day of January, 2019.

ATTEST:

  
Linda L. Gould  
Village Clerk

ORDINANCE 19-04

**AN ORDINANCE OF THE VILLAGE OF HILLSIDE, COOK COUNTY, ILLINOIS  
REPEALING IN ITS ENTIRETY CHAPTER 30, ARTICLE VI OF THE CODE OF  
ORDINANCES, VILLAGE OF HILLSIDE, ILLINOIS  
(ETSB DISSOLVE)**

**WHEREAS**, the Village of Hillside, Cook County, Illinois (the "*Village*") is a home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and,

**WHEREAS**, the Village has established and operated an Emergency Telephone System Board ("*ETSB*") as set forth in Chapter 30, Article VI, Division 2 of the Code of Ordinances, Village of Hillside, Illinois (the "*Code*") and has imposed a statutorily authorized surcharge in order to fund the ETSB as set forth in Chapter 30, Article VI, Division 1 of the Code; and,

**WHEREAS**, the State of Illinois passed PA 99-0006, which amended the Emergency Telephone System Act, 50 ILCS 750/1, *et seq.* (the "*ETS Act*"), which mandates that in a county with a population of at least 250,000 that has more than one Emergency Telephone System Board (as defined in the ETS Act), Joint Emergency Telephone System Board (as defined in the ETS Act), or qualified governmental entity, any 9-1-1 Authority (as defined in the ETS Act) serving a population of less than 25,000 shall be consolidated such that no 9-1-1 Authority in the county serves a population of less than 25,000; and,

**WHEREAS**, the Village is located in Cook County, Illinois and its ETSB serves a population of less than 25,000 and is therefore required by the ETS Act to consolidate such that the 9-1-1 Authority serves a population of at least 25,000; and,

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes units of local government to enter into agreements for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act and in accordance with the requirements of the ETS Act, the President and Board of Trustees of the Village, by a previously adopted Ordinance, approved an intergovernmental agreement establishing the South West Cook County Consolidated Dispatch (the “IGA”); which joined the Village’s ETSB with the Villages of Willow Springs, Justice, Westchester, and Forest View, for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to the provision of emergency and/or municipal dispatch and communication services to its members; and,

**WHEREAS**, upon approval by the Illinois Statewide 9-1-1 Administrator as evidenced by an order therefrom and the South West Cook County Consolidated Dispatch becoming operational, the Village’s ETSB shall be dissolved and all surcharge funds received pursuant to Section 15.3 of the ETS Act and pursuant to Section 17 of the Wireless Emergency Telephone Safety Act shall be transferred to the South West Cook County Consolidated Dispatch.

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

*Section 1.* The foregoing recitals are hereby incorporated into this Ordinance as if restated in this Section.

*Section 2.* The Village's ETSB is hereby dissolved and Chapter 30, Article VI, Division 2 of the Code of Ordinances, Village of Hillside, Illinois, is repealed in its entirety as of the date the Illinois Statewide 9-1-1 Administrator approves an Application for 9-1-1 Consolidation Plan relating to the South West Cook County Consolidated Dispatch and permits said dispatch system to operate. The Village President, Village Manager, Village Chief of Police and the Village Fire Chief are authorized and directed to take all steps necessary, including the execution of all documents, related to the dissolution of the Village's ETSB.

*Section 3.* If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

*Section 4.* All ordinances or parts of ordinances in conflict herewith are hereby repealed.

*Section 5.* This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

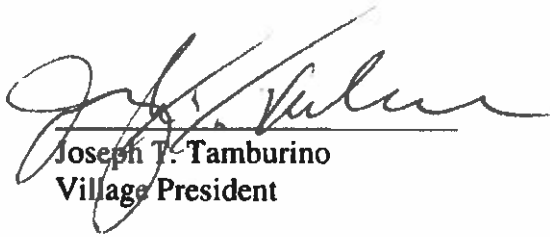
PASSED: This 28<sup>th</sup> day of January 2019.

AYES: Justus Walter, Lomeli, Belgado,  
James, Farris, Watson

NAYS: None

ABSENT: None

APPROVED: This 28<sup>th</sup> day of January 2019.

  
\_\_\_\_\_  
Joseph T. Tamburino  
Village President

Filed in my office this 29<sup>th</sup>

day of January, 2019.

ATTEST:

  
\_\_\_\_\_  
Linda L. Gould  
Village Clerk

ORDINANCE NO. 2018 - 03

**AN ORDINANCE OF THE VILLAGE OF JUSTICE SUSPENDING THE OPERATIONS OF THE VILLAGE OF JUSTICE EMERGENCY TELEPHONE SYSTEM BOARD**

WHEREAS, the Village of Justice ("Justice") established the Justice Emergency Telephone System Board ("Justice ETSB") on May 28, 1991 through the adoption of Ordinance No. 1991-6; and

WHEREAS, the Justice ETSB exercises all statutory powers in conjunction with the operation of the Justice 9-1-1 emergency telephone system as authorized under the Emergency Telephone System Act (50 ILCS 750/1, *et. seq.*) and all other relevant Illinois statutes; and

WHEREAS, the Village Board of Justice approved an intergovernmental agreement establishing the South West Consolidated Dispatch ("IGA"); which joined the Justice communications system with the Villages of Hillside, Westchester, Forest View and Willow Springs for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to the provision of emergency and/or municipal dispatch and communication services to its members; and,

WHEREAS, the IGA established the South West Consolidated Dispatch in conformity with Section 15.4 of the Illinois Emergency Telephone Act and outlines and defines the duties and powers of the joint board in compliance with the Illinois Emergency Telephone Act and the Wireless Emergency Telephone Safety Act; and

WHEREAS, upon the Justice ETSB joining the South West Consolidated Dispatch and becoming operational and providing enhanced 9-1-1 and emergency, fire and police dispatching services to its members, the IGA provides that all surcharge funds received pursuant to Section 15.3 of the Emergency Telephone System Act and pursuant to Section 17 of the Wireless Emergency Telephone Safety Act shall be transferred to the South West Consolidated Dispatch to be used specifically for paying any financial obligations incurred by the members of the South West Consolidated Dispatch; and

WHEREAS, upon the Villages of Justice, Hillside, Westchester, Forest View and Willow Springs joining the South West Consolidated Dispatch and becoming operational and providing enhanced 9-1-1 and emergency fire and police dispatching services to its members, and upon the approval of the Illinois Statewide 9-1-1 Administrator as evidenced by an order of the Statewide 9-1-1 Administrator, the Illinois Emergency Telephone Act and the Wireless Emergency Telephone Safety Act provides the future 9-1-1 surcharge funds collected thereafter in compliance with Justice ETSB approved surcharge referendum and the laws of the State of Illinois shall be deposited with the South West Consolidated Dispatch; and

WHEREAS, upon the Justice ETSB communication's system becoming jointly operational as the South West Consolidated Dispatch upon approval by the Statewide 9-1-1 Administrator, whichever is earlier, the Justice ETSB shall suspend its operations; and

WHEREAS, Justice ETSB shall not subsequently operate as an emergency telephone system board unless and until it terminates its membership in the South West Consolidated Dispatch and receives approval of the Illinois Statewide 9-1-1 Administrator as evidenced by an order of the Administrator to once again operate as an emergency telephone system board and receive surcharge funds collected pursuant to the laws of the State of Illinois.

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

#### **Section 1**

The foregoing recitals are a material part of this Ordinance and incorporated herein as if they were fully set forth in this section.

#### **Section 2**

The Justice ETSB shall suspend its operations as of the date the Illinois Statewide 9-1-1 Administrator permits it to operate with the South West Consolidated Dispatch as a joint emergency telephone system for its members. The Justice ETSB shall not again operate as an emergency telephone system board and receive surcharge funds collected pursuant to the laws of the State of Illinois unless and until it terminates its membership in the South West Consolidated Dispatch and receives approval to operate as a municipal emergency telephone system board from the State of Illinois.

#### **Section 3**

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

#### **Section 4**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith. Specifically, Village of Justice Ordinance No. 2016-29 is repealed and of no further force or effect.

**Section 5**

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Justice this 12<sup>th</sup> day of March, 2018.

KUBAN: yes

OSZAKIEWSKI: yes

RUSCH: yes

WARNER: yes

SPARR: absent

SYMONDS: yes

Suzanne M Small  
SUZANNE SMALL, Village Clerk

APPROVED by me the 12<sup>th</sup> day  
of March, 2018.

Krzysztof Wasowicz  
KRZYSZTOF WASOWICZ, Village President



**ORDINANCE NO. 2018 - 04**

**AN ORDINANCE OF THE VILLAGE OF JUSTICE AUTHORIZING  
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING THE SOUTH WEST CONSOLIDATED DISPATCH**

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

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

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

WHEREAS, the provisions of Public Act 099-00006 mandate the consolidation of local emergency telephone systems so that by July 1, 2017, no 9-1-1 authority serves a population less than 25,000; and

WHEREAS, the Village of Justice received an extension of the July 1, 2017 deadline; and

WHEREAS, the Village of Justice, the Village of Hillside, the Village of Westchester, the Village of Forest View and the Village of Willow Springs desire to enter into an intergovernmental agreement establishing a joint emergency telephone systems board, hereinafter referred to as the South West Consolidated Dispatch; and

WHEREAS, the provisions of 50 ILCS 750/15.4 require the establishment of a municipal or joint emergency telephone system board to receive and authorize all disbursements from the surcharge funds; and

WHEREAS, the 9-1-1 surcharge funds currently received by the local emergency telephone system boards will be transmitted to the South West Consolidated Dispatch upon approval by the Illinois Statewide 9-1-1 Administrator; and

WHEREAS, the establishment of the joint 9-1-1 authority as provided for in the intergovernmental agreement complies with the provisions of the Illinois Emergency Telephone System Act.

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

### Section 1

The recitals set forth above are incorporated herein by reference the same as if they were set forth herein verbatim and they are adopted as the findings of the President and Board of Trustees.

### Section 2

The intergovernmental agreement to establish and operate the South West Consolidated Dispatch, which shall be in substantially the form attached hereto and made a part of this ordinance by reference, is hereby approved.

### Section 3

The President and Village Clerk are hereby authorized and directed to execute the intergovernmental agreement herein provided for, and to do all things necessary and essential, including the execution of any further agreements, instruments, documents and certificates incidental thereto or necessary to carry out the provisions and effectuate the purpose thereof.

### Section 4

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith. Specifically, Village of Justice Ordinance No. 2016-28 is repealed and the intergovernmental agreement approved thereby is rescinded, terminated, cancelled and of no further force or effect.

### Section 5

This ordinance shall be immediately in full force and effect after passage and approval as provided by law.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Justice this 12<sup>th</sup> day of March, 2018.

KUBAN: Yes

WARNER: Yes

OSZAKIEWSKI: Yes

SPARR: Absent

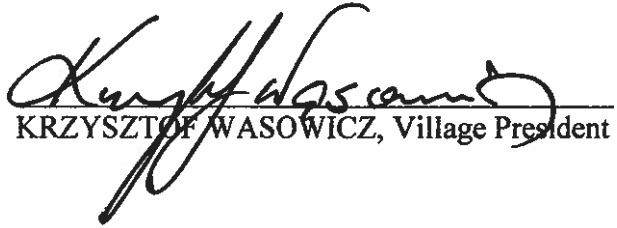
RUSCH: Yes

SYMONDS: Yes

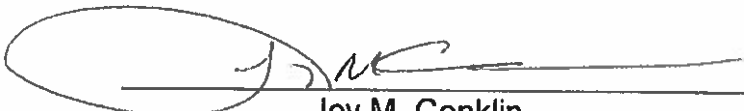


Suzanne M. Small  
SUZANNE SMALL, Village Clerk

APPROVED by me the 12<sup>th</sup> day  
of March, 2018.

  
KRZYSZTOF WASOWICZ, Village President

I, Joy M. Conklin, the Village Clerk of the  
Village of Forest View, Cook County,  
Illinois, State of Illinois do hereby  
certify that I am the keeper of its books  
and records and that the foregoing is a true  
and accurate copy of Ordinance 19-02 of the  
Village of Forest View, Cook County, Illinois  
as it appears in the permanent  
records of the Village.



Joy M. Conklin  
Village Clerk

**VILLAGE OF FOREST VIEW**

**COOK COUNTY, ILLINOIS**

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**ORDINANCE NO. 19-02**

**AN ORDINANCE REPEALING IN ITS ENTIRETY CHAPTER 8 OF TITLE 2 OF  
THE FOREST VIEW CODE OF THE VILLAGE OF FOREST VIEW, COOK  
COUNTY, ILLINOIS  
(ETSB DISSOLVE)**

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**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD  
OF TRUSTEES OF THE  
VILLAGE OF FOREST VIEW,  
COOK COUNTY, ILLINOIS, this  
22nd day of January, 2019.**

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Forest View, Cook  
County, Illinois, this 22nd  
day of January, 2019.**

**VILLAGE OF FOREST VIEW**

**COOK COUNTY, ILLINOIS**

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**ORDINANCE NO. 19-02**

**AN ORDINANCE REPEALING IN ITS ENTIRETY CHAPTER 8 OF TITLE 2 OF  
THE FOREST VIEW CODE OF THE VILLAGE OF FOREST VIEW, COOK  
COUNTY, ILLINOIS  
(ETSB DISSOLVE)**

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**WHEREAS**, the Village of Forest View, Cook County, Illinois (the "*Village*") is a home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and,

**WHEREAS**, the Village has established and operated an Emergency Telephone System Board ("*ETSB*") as set forth in Title 2, Chapter 8, of the Code of Ordinances, Village of Forest View, Illinois (the "*Code*") and has imposed a statutorily authorized surcharge in order to fund the ETSB as set forth in Title 2, Chapter 8, Section 3(C) of the Code; and,

**WHEREAS**, the State of Illinois passed PA 99-0006, which amended the Emergency Telephone System Act, 50 ILCS 750/1, *et seq.* (the "*ETS Act*"), which mandates that in a county with a population of at least 250,000 that has more than one Emergency Telephone System Board (as defined in the ETS Act), Joint Emergency Telephone System Board (as defined in the ETS Act), or qualified governmental entity, any 9-1-1 Authority (as defined in the ETS Act) serving a population of less than 25,000

shall be consolidated such that no 9-1-1 Authority in the county serves a population of less than 25,000; and,

**WHEREAS**, the Village is located in Cook County, Illinois and its ETSB serves a population of less than 25,000 and is therefore required by the ETS Act to consolidate such that the 9-1-1 Authority serves a population of at least 25,000; and,

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes units of local government to enter into agreements for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act and in accordance with the requirements of the ETS Act, the President and Board of Trustees of the Village (the “*Corporate Authorities*”), by Ordinance No. 19-01, adopted on January 22, 2019 approved an intergovernmental agreement establishing the South West Cook County Consolidated Dispatch (the “*IGA*”); which joined the Village’s ETSB with the Villages of Hillside, Justice, Westchester, and Willow Springs, for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to the provision of emergency and/or municipal dispatch and communication services to its members; and,

**WHEREAS**, upon approval by the Illinois Statewide 9-1-1 Administrator as evidenced by an order therefrom and the South West Cook County Consolidated Dispatch becoming operational, the Village's ETSB shall be dissolved and all surcharge funds received pursuant to Section 15.3 of the ETS Act and pursuant to Section 17 of the Wireless Emergency Telephone Safety Act shall be transferred to the South West Cook County Consolidated Dispatch.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS IN THE EXERCISE OF THE VILLAGE'S HOME RULE POWERS, as follows:**

**SECTION 1.** The foregoing recitals are hereby incorporated into this Ordinance as if restated in this Section.

**SECTION 2.** The Village's ETSB is hereby dissolved and Title 2, Chapter 8, of the Code of Ordinances, Village of Forest View, Illinois, is repealed in its entirety as of the date the Illinois Statewide 9-1-1 Administrator approves an Application for 9-1-1 Consolidation Plan relating to the South West Cook County Consolidated Dispatch and permits said dispatch system to operate. The Village President, Village Administrator, Village Chief of Police and the Village Fire Chief are authorized and directed to take all steps necessary, including the execution of all documents, related to the dissolution of the Village's ETSB.

**SECTION 3:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Forest View that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4.** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

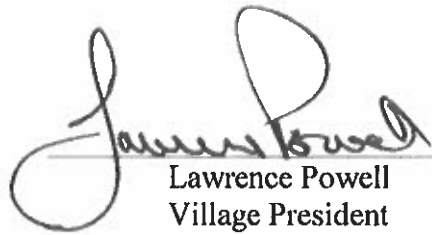
PASSED BY THE FOLLOWING ROLL CALL VOTE this 22nd day of January, 2019.

AYES: Trustees Grossi, Figueroa, Hubacek, Miller, Stimach

NAYS: None

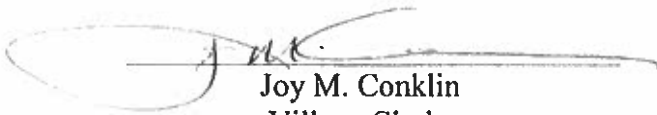
ABSENT: Trustee Kirchgatterer

APPROVED this 22nd day of January, 2019.



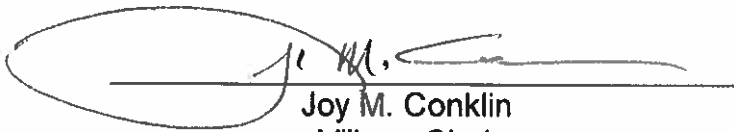
Lawrence Powell  
Village President

ATTEST:



Joy M. Conklin  
Village Clerk

I, Joy M. Conklin, the Village Clerk of the  
Village of Forest View, Cook County,  
Illinois, State of Illinois do hereby  
certify that I am the keeper of its books  
and records and that the foregoing is a true  
and accurate copy of Ordinance 19-01 of the  
Village of Forest View, Cook County, Illinois  
as it appears in the permanent  
records of the Village.



Joy M. Conklin  
Village Clerk

**VILLAGE OF FOREST VIEW**

**COOK COUNTY, ILLINOIS**

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**ORDINANCE NO. 19-01**

**AN ORDINANCE APPROVING THE SOUTH WEST COOK COUNTY  
CONSOLIDATED DISPATCH INTERGOVERNMENTAL COOPERATION  
AGREEMENT**

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**PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD  
OF TRUSTEES OF THE  
VILLAGE OF FOREST VIEW,  
COOK COUNTY, ILLINOIS, this  
22nd day of January, 2019.**

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Forest View, Cook  
County, Illinois, this 22nd  
day of January, 2019.**

**VILLAGE OF FOREST VIEW**

**COOK COUNTY, ILLINOIS**

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**ORDINANCE NO. 19-01**

**AN ORDINANCE APPROVING THE SOUTH WEST COOK COUNTY  
CONSOLIDATED DISPATCH INTERGOVERNMENTAL COOPERATION  
AGREEMENT**

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**WHEREAS**, the Village of Forest View, Cook County, Illinois (the "*Village*") is a home-rule municipality created in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and,

**WHEREAS**, the State of Illinois passed PA 99-0006, which amended the Emergency Telephone System Act, 50 ILCS 750/1, *et seq.* (the "*ETS Act*"), which mandates that in a county with a population of at least 250,000 that has more than one Emergency Telephone System Board (as defined in the ETS Act), Joint Emergency Telephone System Board (as defined in the ETS Act), or qualified governmental entity, any 9-1-1 Authority (as defined in the ETS Act) serving a population of less than 25,000 shall be consolidated such that no 9-1-1 Authority in the county serves a population of less than 25,000; and,

**WHEREAS**, the Village is located in Cook County, Illinois and its 9-1-1 Authority serves a population of less than 25,000 and is therefore required by the ETS Act to consolidate such that the 9-1-1 Authority serves a population of at least 25,000; and,

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

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes units of local government to enter into agreements for the joint performance of any powers, privileges, functions or authority which may be exercised by a public agency of the State of Illinois; and,

**WHEREAS**, the President and Board of Trustees of the Village believe it is in the best interests of the Village and its residents to form a Joint Emergency Telephone System Board with the Villages of Hillside, Justice, Westchester, and Willow Springs pursuant to an intergovernmental agreement between the parties for the purpose of providing facilities, equipment, personnel, software, data processing and all other services necessary or incidental to the provision of emergency and/or municipal dispatch and communication services to its members and thereby becoming compliant with the ETS Act; and,

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FOREST VIEW, COOK COUNTY, ILLINOIS IN THE EXERCISE OF THE VILLAGE'S HOME RULE POWERS, as follows:**

**SECTION 1.** The foregoing recitals are hereby incorporated into this Ordinance as if restated in this Section.

**SECTION 2.** That the South West Cook County Consolidated Dispatch Intergovernmental Cooperation Agreement, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, Village Administrator, Village Chief of Police and the Village Fire Chief are hereby authorized and directed to undertake any and all actions as may be required to execute and deliver said agreement and implement its terms.

**SECTION 3:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Forest View that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4.** This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

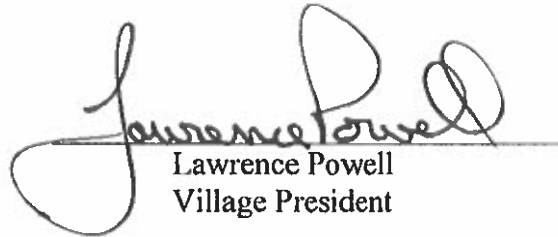
PASSED BY THE FOLLOWING ROLL CALL VOTE this 22nd day of January, 2019.

AYES: Trustees Grossi, Figueroa, Hubacek, Miller, Stimach

NAYS: None

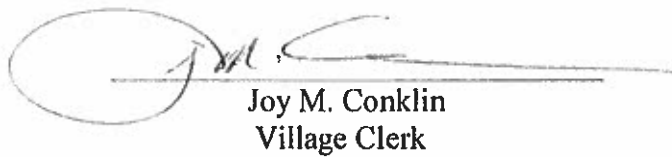
ABSENT: Trustee Kirchgatterer

APPROVED this 22nd day of January, 2019.



Lawrence Powell  
Village President

ATTEST:



Joy M. Conklin  
Village Clerk

**AGREEMENT FOR 911 EMERGENCY COMMUNICATIONS  
BACK-UP AND OVERFLOW**

**THIS AGREEMENT** (the “*Agreement*”) is made and entered into as of the 27<sup>th</sup> day of February, 2019 by and between the Eisenhower Joint Emergency Telephone System Board (“*IKE 911*”) and the South West Cook County Consolidated Dispatch ETSB (“*SWCCCD*”) for the purposes of handling and routing of 911 emergency calls.

**WITNESSETH:**

**WHEREAS**, IKE 911 and SWCCCD are each a Joint ETSB, as such term is defined in the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* (the “*Act*”), formed in accordance with the consolidation requirements set forth in Section 15.4a of the Act; and,

**WHEREAS**, IKE 911 operates a PSAP, as such term is defined in the Act, located in Broadview, Illinois, for the handling of emergency 911 calls and the dispatch of police, fire, and emergency medical services in its jurisdiction (the “*Broadview PSAP*”); and,

**WHEREAS**, SWCCCD operates a PSAP, as such term is defined in the Act, located in Hillside, Illinois, for the handling of emergency 911 calls and the dispatch of police, fire, and emergency medical services in its jurisdiction (the “*Hillside PSAP*”); and,

**WHEREAS**, IKE 911 and SWCCCD desire to have the Broadview PSAP and Hillside PSAP serve as a back-up to each other in the event of a failure of either PSAP; and,

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

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

**Section 2.** Upon the Broadview PSAP becoming disabled or unable to handle incoming 911 calls, including by reason of all lines being busy, all such incoming 911 calls shall be routed to the Hillside PSAP by a method of direct transfer. Immediately upon its restoration, all incoming 911 calls shall be routed back to the Broadview PSAP.

**Section 3.** Upon the Hillside PSAP becoming disabled or unable to handle incoming 911 calls, including by reason of all lines being busy, all such incoming 911 calls shall be routed to the Broadview PSAP by a method of direct transfer. Immediately upon its restoration, all incoming 911 calls shall be routed back to the Hillside PSAP.

**Section 4.** Prior to transfer of 911 calls, the disabled PSAP shall inform the back-up PSAP, to which incoming 911 calls will be routed, of the situation and the estimated downtime for the disabled PSAP. This obligation shall not apply in the case of incoming 911 calls being rerouted as a result of all lines being busy.

**Section 5.** In the event of an extended or prolonged outage, members of the disabled PSAP shall be sent to assist the back-up PSAP in handling call processing.

**Section 6.** Each party shall retain exclusive authority over its respective PSAP, including as it relates to personnel and all actions of a PSAP's personnel shall be considered the acts of employees of that party alone. The parties agree that its respective employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, relating to the provision of services by the applicable PSAP in accordance with all applicable laws and regulations and their respective training and protocol policies and procedures.

**Section 7.** Each PSAP shall be operated in conformance with all applicable laws and regulations. All incoming 911 calls shall be handled in accordance with the policies and procedures of the PSAP receiving the call.

**Section 8.** The parties, at each party's sole cost, shall maintain general liability insurance, personal injury and property damage insurance naming the other party as an additional insured in the amount such party generally maintains for itself in the ordinary course of business.

**Section 9.** Nothing in this Agreement shall be construed as altering or changing the jurisdiction of either party.

**Section 10.** This Agreement shall continue in full force and effect until terminated by either party upon 90-days advance written notice.

**Section 11.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**Section 12.** If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

**Section 13.** This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

**Section 14.** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first written above.

[Signature Page Follows]

Eisenhower Joint Emergency Telephone System Board

  
By: Paul Kurtzner, Director  
Acting on Behalf of:  
Eisenhower Joint Emergency Telephone  
System Board

South West Cook County Consolidated Dispatch ETSB

  
By: Joseph Beckwith  
Acting on Behalf of:  
Southwest Consolidated Dispatch

**AGREEMENT FOR 911 EMERGENCY COMMUNICATIONS  
BACK-UP AND OVERFLOW**

**THIS AGREEMENT** (the “*Agreement*”) is made and entered into as of the 27<sup>th</sup> day of February, 2019 by and between the Des Plaines Valley ETSB (“*Des Plaines ETSB*”) and the South West Cook County Consolidated Dispatch ETSB (“*SWCCCD*”) for the purposes of handling and routing of 911 emergency calls.

**WITNESSETH:**

**WHEREAS**, Des Plaines ETSB and SWCCCD are each a Joint ETSB, as such term is defined in the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* (the “*Act*”), formed in accordance with the consolidation requirements set forth in Section 15.4a of the Act; and,

**WHEREAS**, Des Plaines ETSB operates a PSAP, as such term is defined in the Act, located in Hickory Hills, Illinois, for the handling of emergency 911 calls and the dispatch of police, fire, and emergency medical services in its jurisdiction (the “*Hickory Hills PSAP*”); and,

**WHEREAS**, SWCD operates a PSAP, as such term is defined in the Act, located in Justice, Illinois, for the handling of emergency 911 calls and the dispatch of police, fire, and emergency medical services in its jurisdiction (the “*Justice PSAP*”); and,

**WHEREAS**, Des Plaines ETSB and SWCCCD desire to provide that the Hickory Hills PSAP will serve as a back-up to the Justice PSAP in the event of a failure of the Justice PSAP.

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

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

**Section 2.** Upon the Justice PSAP becoming disabled or unable to handle incoming 911 calls, including by reason of all lines being busy, all such incoming 911 calls shall be routed to the Hickory Hills PSAP by a method of direct transfer. Immediately upon its restoration, all incoming 911 calls shall be routed back to the Justice PSAP.

**Section 3.** Prior to transfer of 911 calls, the Justice PSAP shall inform the Hickory Hills PSAP of the situation and the estimated downtime for the Justice PSAP. This obligation shall not apply in the case of incoming 911 calls being rerouted as a result of all lines being busy.

**Section 4.** In the event of an extended or prolonged outage, members of the Justice PSAP shall be sent to assist the Hickory Hills PSAP in handling call processing.

**Section 5.** The Des Plaines ETSB shall retain exclusive authority over the Hickory Hills PSAP, including as it relates to personnel and all actions of Hickory Hills PSAP's personnel shall be considered the acts of employees of that party alone. The parties agree that its respective employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, relating to the provision of services by the applicable PSAP in accordance with all applicable laws and regulations and their respective training and protocol policies and procedures.

**Section 6.** Each PSAP shall be operated in conformance with all applicable laws and regulations. All incoming 911 calls shall be handled in accordance with the policies and procedures of the PSAP receiving the call.

**Section 7.** SWCCCD shall maintain general liability insurance, personal injury and property damage insurance naming Des Plaines ETSB as an additional insured in the amount SWCCCD generally maintains for itself in the ordinary course of business.

**Section 8.** Nothing in this Agreement shall be construed as altering or changing the jurisdiction of either party.

**Section 9.** This Agreement shall continue in full force and effect until terminated by either party upon 90-days advance written notice.

**Section 10.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**Section 11.** If any part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall remain valid to the maximum extent possible.

**Section 12.** This Agreement shall be governed by the laws of the State of Illinois without giving consideration to the principals of conflict of laws.

**Section 13.** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first written above.

[Signature Page Follows]

Des Plaines Valley ETSB

By: Alan Vondricka  
Police Chief  
Acting on Behalf of:  
Des Plaines Valley ETSB

South West Cook County Consolidated Dispatch ETSB

By: Ray. Kuen  
Police Chief  
Acting on Behalf of:  
Southwest Consolidated Dispatch