# 911 GENERAL INFORMATION

## DATE: 06/13/2016

Type of Change: Consolidation within an ETSB	Joint ETSB	erved consolidation
Current System Name:	Population Served	Land Area in Sq Miles
Oak Park ETSB	52008	4.70
River Forest ETSB	11208	2.48
Elmwood Park ETSB	24954	1.91
Park Ridge ETSB	37856	7.13
	126026	16.22

PSAP EFFECTED: (Consolidation Plans Only)	Consolidation/ Remain Open	Decommission/ Close	Primary	Secondary
West Suburban Consolidated Dispatch	x		x	
Village of Forest Park		x		
		-		
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911 System Contact: Brian Staunton	
Street Address: 400 Park Avenue	
City, State and Zip Code: River Forest, IL 60305	
Office Telephone: (708) 771-9110	
Cellular Telephone: (630) 877-5058	
Email: bstaunton@wscdc.org	

## Wireless Coverage for Consolidated System:

100 % Phase II compliant

100 % Phase I compliant

# Please check if applicable:

- <u>X</u> NG9-1-1 capable
- \_\_\_\_\_ Receive 9-1-1 Text
- \_\_\_\_\_ Receive 9-1-1 Video

# VERIFICATION

I, <u>Brian Staunton</u>, first being duly sworn upon oath, depose and say that I am <u>Executive Director</u>, of <u>West Suburban Consolidated Dispatch</u>; 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.

**Executive Director** 

Subscribed and sworn to before me \_\_\_\_, 20 \_10\_\_. day of this c NOTARY PUBLIC, ILL

OFFICIAL SEAL DAWN C. HANEY NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 02/10/2020

# 9-1-1 SYSTEM PROVIDER LETTER OF INTENT

5/5/17

(Date)

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

<u>AT & T</u>

(9-1-1 System Provider Company Name)

4918 W. 95th Street (Street Address)

Oak Lake, IL 60453

(City, State, Zip Code)

Dear Lisa

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,

Black

(Name) Beign Staunton (Title) Executive 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 de	efined in 1325.415 and 1325.515 X Yes No
2.	Type of Radio/Telecommunications systems compati participating and adjacent agencies.	ble with STARCOMM21 STARCOMM21 ITTF channels only Other, explain below
1	We operate a VHF radio system with 12 site generator backup power	es for police, fire, and EMS dispatch. Each site has
3.	Will all PSAPs remaining after consolidation direct di to section 1324.200b)3)?	spatch all emergency calls pursuant X Yes
4.	Have you included maps to show the territory covered by the system?	Yes No Plans submitted without this documentation will be rejected.
5.	Have you included a listing of all telephone companies?	Yes No Plans submitted without this documentation will be rejected.
6.	Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?	Yes No Plans submitted without this documentation will be rejected.
7.	Have you included a list of participating and adjacent agencies?	Yes No Plans submitted without this documentation will be rejected.
8.	Have you included financial information?	Yes No Plans submitted without this documentation will be rejected.
9.	Public education. This is an unserved county This is an existing 9-1-1 sys	that will require public education. (See attachment.) tem(s) and does not require public education.
10.	· · ·	ill require training. (See attachment.) ) and does not require internal training/similar/ongoing training of policy from agencies served.
11.	🔀 This is an existing 9-	ounty that will require training. (See attachment.) 1-1 system(s) and does not require internal training/similar/ any GIS annexation or change of policy from agencies served.

12.	Have you included call handling and aid outside jurisdictional boundary agreements?	Yes No
		Plans submitted without this documentation will be rejected.
13.	Have you included a new system diagram?	X Yes No
		Plans submitted without this documentation will be rejected.
13a.	Does the new system diagram include all PSAP(s) and backup PSAP location(s)?	Yes No
		Plans submitted without this documentation will be rejected.
14.	Have or will all areas within the 9-1-1 system be add If no, please explain.	dressed for the database? Yes
		·
14a.	Explain all aspects of the database, i.e., how often is	s it updated, where is it located, etc.
		nicipal building departments can submit errors and change requests ecessary changes to the GIS data, CAD, and notify Intrado via the
	Who is the 9-1-1 system provider for your 911 syster next generation based or a combination.	n? Please explain whether the system will be legacy based,
	AT & T for wireline, wireless, and VOIP	

# NARRATIVE STATEMENT:

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

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

Plan Narrative:

	See attached	
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# NARRATIVE STATEMENT

WSCDC, a.k.a. West Suburban Consolidated Dispatch Center is an intergovernmental agency formed in 2002 to provide public safety communications to police, fire, and emergency medical services (EMS) for the Villages of Oak Park and River Forest. In 2004, the village of Elmwood Park joined the center. The Park Ridge Police Department was added to the center on November 5, 2014.

The West Suburban Consolidated Dispatch Center (WSCDC) is the 9-1-1 center (primary PSAP – public safety answering point) responsible for dispatching police, fire, and EMS for the Villages of Elmwood Park, Oak Park, and River Forest. WSCDC is also responsible for dispatching the Park Ridge Police Department.

WSCDC is compliant with Part 725 of Title 83 of the Illinois Administrative Code and is authorized to operate a 9-1-1 Emergency Telephone Number System and promote the awareness of the system to all potential users.

WSCDC is a government entity formed by a cooperative venture by its members pursuant to Article VII, Section 10 of the 1970 constitution of the State of Illinois and pursuant to the Intergovernmental Cooperation Act, Chapter 5, Act 220 of the Illinois Compiled Statutes.

For the purpose of this plan, WSCDC will be forming a joint Emergency Telephone System Board, and working with all of its member agencies to dissolve their individual Emergency Telephone System Boards.

WSCDC has also reached agreement to have the Village of Forest Park consolidate its communication operation into the WSCDC operation. This will require the Village of Forest Park to dissolve their ETSB and join the newly created joint WSCDC joint ETSB. Following completion of the consolidation, the Forest Park PSAP will close.

All consolidation activities will be completed, and the Village of Forest Park's PSAP will be closed no later than July 1, 2017.

# FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved	Total Reserves to b	be transferred to the J	oint ETS
Village of River Forest, Oak Park, Park Ridge, Elmwood Park	\$	\$ (	0.00
Village of Forest Park	\$	\$ (	0.00
Dispatch Staff and Positions			
9 Number of answering positions prior to the consolida	tion (total for all entitie	s)	
9Number of answering positions in the consolidated s	ystem		
Number of full time dispatchers/call takers prior to the	e consolidation (total fo	or all entities)	
	solidated system		
Number of part time dispatchers/call takers prior to the	ne consolidation (total	for all entities)	
Number of part time dispatchers/call takers in the con	nsolidated system		
Total amount (and percentage) of salaries paid for by 9-1-1 a	authority prior to conso	lidation:	
	\$	\$ 2,863,907.00	100 %
Total amount (and percentage) of salaries to be paid for by 9	-1-1 authority after cor	nsolidation:	
	\$	\$ 2,370,677.00	%
9-1-1 Network Cost (per year)			
a) Total network cost for each entity prior to the consolidation	n \$	\$ 126,	194.39
b) Total network cost of consolidated system	\$	\$ 114,4	448.55
c) Net change in network costs:	\$	\$ 11,	745.84

If no cost savings in network please explain:

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# FINANCIAL INFORMATION

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

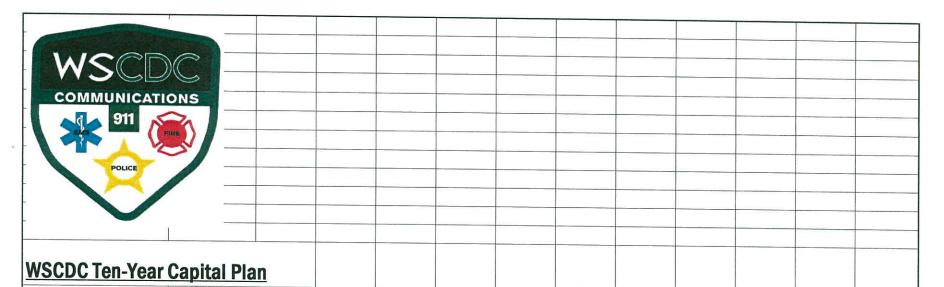
Network Cost	Estimated Amount (per year)
9-1-1 Trunks	 \$\$114,448.55
	 \$
	\$
	\$
	 \$
Other Consolidation Cost	
PSAP, CPE, CAD Equipment, logging recorders	\$ \$ 135,438.00
MSAG and Mapping Development or changes	\$ \$ 0.00
Radio Consoles	\$ \$ 223,288.44
Construction or Remodel of PSAP	\$ \$ 11,685.00
Personnel	\$
Other (Please place total amount in the blank at the right and explain below).	\$
Recurring and Nonrecurring Cost (per year)	
Estimated nonrecurring cost for consolidation	\$ \$ 370,411.44
a) Recurring costs prior to consolidations (all entities)	\$ \$ 5,274,502.00
b) Proposed recurring cost for consolidated system	\$ \$ 4,298,089.00
c) Net change in recurring costs: $a - b = c$	\$ \$ 976,413.00
Revenue (per year)	
Projected surcharge revenue	\$ \$ 1,693,374.00
Projected revenue from local governments	\$ \$ 2,604,715.00
Projected revenue from other sources (grants)	\$ \$ 0.00
Revenue in reserves	\$ \$ 0.00
Total Revenue	\$ \$ 4,298,089.00
otal Hevenue	\$ ψ -,200,000.00

# 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:

Attached is the WSCDC Ten-Year Capital Expenditure Plan. This plan was approved by the WSCDC member agencies and Board of Directors during the budget process for 2017. The plan addresses each major system, when it was last updated, and its anticipated life cycle for upgrade or replacement.



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Equipment	Year Purchased	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	TOTAL
CAD System	2015						300,000	300,000	300,000			900,000
Telephone System	2011		100,000	100,000								200,000
Voice Logging Recorder	2012					50,000						50,000
Radio System	2017	250,000	250,000						5			500,000
Dispatch Furniture	2017										100,000	100,000
PRO-QA and Aqua (EFD) UPS	N/A	30,000										30,000
(uninterupted power supply)	2014							50,000				50.000
US Digital Design Fire Dispatch System	N/A							30,000				50,000
Total		280,000	350,000	100,000	0	50,000	300,000	350,000	300,000	0	100,000	1,830,000
*Leasing may be a better optic	on for radios-so that wi	I limit capital	outlay									

# **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.

City, Town or Village	Street Address, City, Zip Code
Village of River Forest, IL	400 Park Avenue, River Forest, IL 60305
Village of Oak Park, IL	123 Madison Street, Oak Park, IL 60302
Village of Elmwood Park, IL	11 Conti Parkway, Elmwood Park, IL 60707
City of Park Ridge, IL	505 Butler Place, Park Ridge, IL 60068
Village of Forest Park, IL	517 Desplaines Avenue, Forest Park, IL 60130
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# USE ADDITIONAL SHEETS AS NECESSARY

# **PARTICIPATING AGENCIES**

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

9-1-1 Participant Agencies	Street Address, City, Zip Code	Administrative Telephone No.	Direct Dispatch	Transfer	Call Relay
River Forest Police	400 Park Avenue, River Forest, 60305	(708) 366-7125	x		
River Forest Fire	400 Park Avenue, River Forest, 60305	(708) 366-7629	x		
Oak Park Police	123 Madison Street, Oak Park, 60302	(708) 386-3800	x		
Oak Park Fire	100 N. Euclid Avenue, Oak Park, 60301	(708) 358-5602	x		·
Elmwood Park Police	7420 W Fullerton Ave, Elmwood Park, 60707	(708) 453-2137	×		
Elmwood Park Fire	7 W. Conti Parkway, Elmwood Park, 60707	(708) 453-2600	х		
Park Ridge Police	200 S. Vine Avenue, Park Ridge, 60068	(847) 318-5252	x		
Forest Park Police	517 Desplaines Ave, Forest Park, 60130	(708) 366-2425	х		
Forest Park Fire	517 Desplaines Ave, Forest Park, 60130	(708) 366-1234	х		
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# ADJACENT AGENCIES LIST

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

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
Niles Police Department	7000 Touhy Avenue, Niles, IL 60714	(847) 588-6500
Niles Fire Department	8360 W. Dempster Street, Niles, IL 60714	(847) 588-6800
City of Chicago OEM	1411 W. Madison Street, Chicago, IL 60607	(312) 746-9111
Des Plaines Police Department	1420 Miner Street #300, Des Plaines, IL 60016	(847) 391-5400
Des Plaines Fire Department	405 S. River Road, Des Plaines, IL 60016	(847) 391-5333
Maywood Police Deparment	125 S. 5th Avenue, Maywood, IL 60153	(708) 450-4450
Maywood Fire Department	1220 S. 17th Avenue, Maywood, IL 60153	(708) 343-7780
North Riverside Police Department	2359 Desplaines Avenue, North Riverside, IL 60546	(708) 447-9191
North Riverside Fire Department	2331 Desplaines Avenue, North Riverside, IL 60546	(708) 447-1981
Cicero Police Department	4901 W. Cermak Road, Cicero, IL 60804	(847) 698-2888
Cicero Fire Department	5303 W. 25th Street, Cicero, 1L 60804	(708) 652-0174
Rosemont Public Safety	9501 W. Devon Avenue, Rosemont, IL 60018	(847) 698-2888
Melrose Park Police Department	1 N. Broadway, Melrose Park, IL 60160	(708) 344-8409
Melrose Park Fire Department	1968 N. 15th Avenue, Melrose Park, IL 60160	(708) 865-9721
Broadview Police Department	2350 S. 25th Avenue, Broadview, IL 60155	(708) 345-6550
Broadview Fire Department	2400 S. 25th Avenue, Broadview, IL 60155	(708) 343-6124
Berwyn Police Department	6401 31st Street, Berwyn, IL 60402	(708) 795-5600
Berwyn Fire Department	6615 16th Street, Berwyn, IL 60402	(708) 484-1645
Franklin Park Police Department	9451 W. Belmont Avenue, Franklin Park, IL 60131	(847) 678-2444
Franklin Park Fire Department	10001 Addison Avenue, Frankline Park, IL 60131	(847) 678-2400
Norridge Police Department	4020 N. Olcott Avenue, Norridge, IL 60706	(708) 453-4770
Norwood Park Fire Department	7447 W. Lawrence Ave, Harwood Heights, IL 60706	(708) 867-5428
River Grove Police Department	2621 Thatcher Avenue, River Grove, IL 60171	(708) 453-9539
River Grove Fire Department	2621 Thatcher Avenue, River Grove, IL 60171	(708) 453-1429
Wheeling 9-1-1	1 Community Boulevard, Wheeling, IL 60090	(847) 459-2632

# **CARRIER LISTING**

(Wireline, Wireless, VoIP)

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

# (USE ADDITIONAL SHEETS AS NECESSARY)

CARRIERS	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
SBC		(866) 730-8154
AT & T	· · · · · · · · · · · · · · · · · · ·	(888) 243-1911
Allegiance		(800) 421-3872
Cbeyond		(866) 424-9233
FOCAL		(877) 453-8353
Frontier		(877) 262-6822
GlobalCom		(800) 589-1531
Level 3		(888) 404-9750
Mpower		(585) 218-6550
McLeod		(800) 332-2385
Paetec		(800) 345-4484
Worldcom		(800) 844-1001
хо		(888) 575-6398
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# **TEST PLAN DESCRIPTION**

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

Since all backup facilities between WSCDC and LTACC are already in place there is no additional testing planned. All new incoming 9-1-1 phone calls that were originally routed to Forest Park will be tested for routing accuracy with WSCDC.

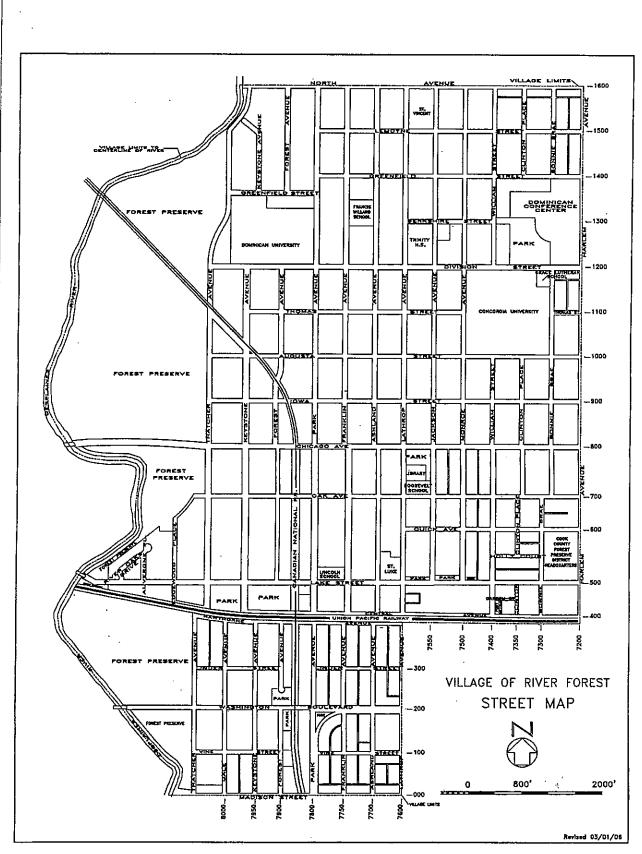
2) List wireline exchanges to be tested.

The wireline ESN that existed to route calls to Forest Park will be test for routing accuracy to WSCDC.

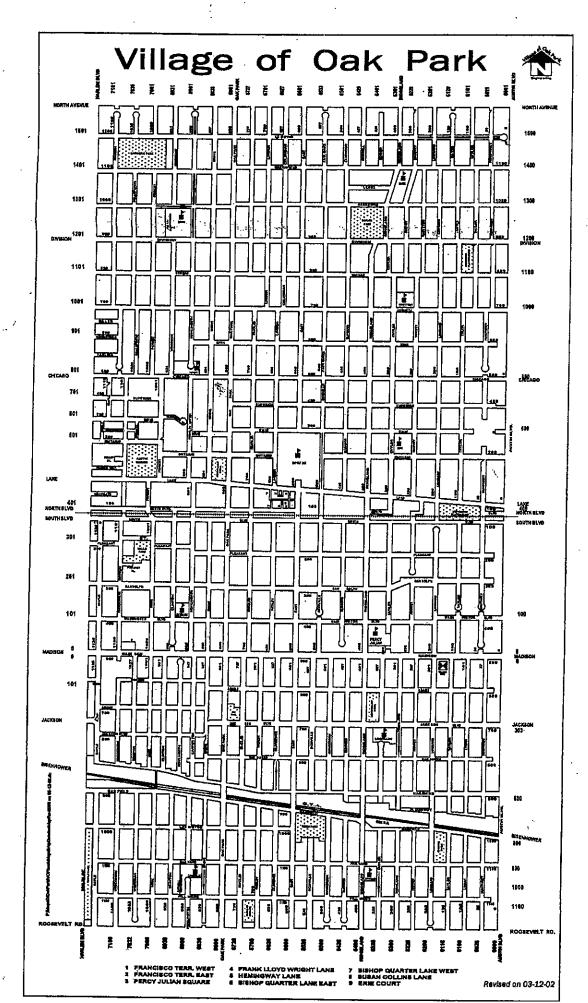
3) List of wireless and VoIP Carriers to be tested.

Existing wireless 9-1-1 ESNs, as well as, VoIP that currently go to Forest Park will tested for routing accuracy to WSCDC.

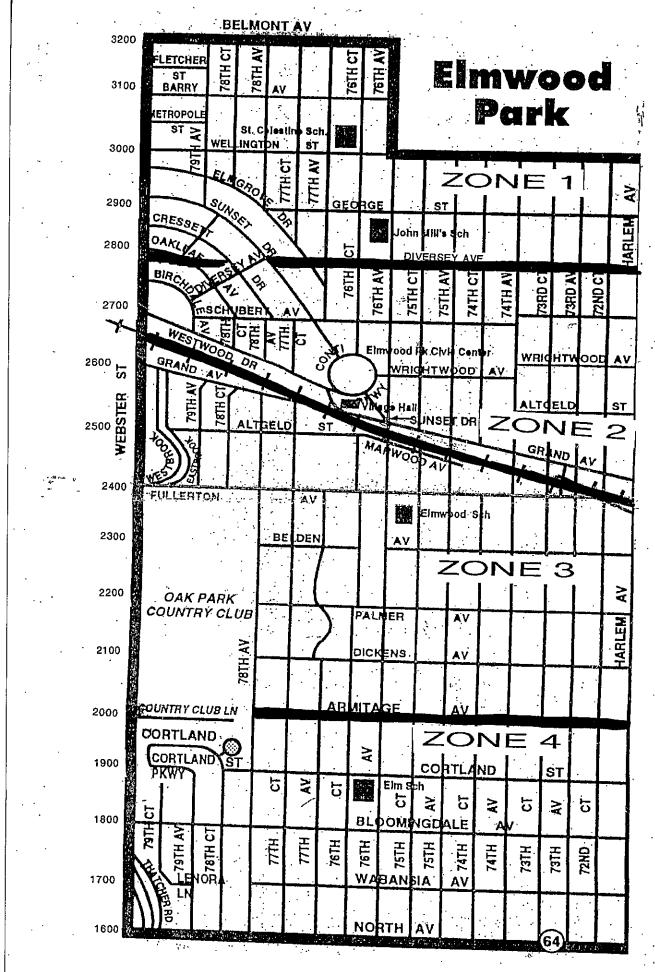


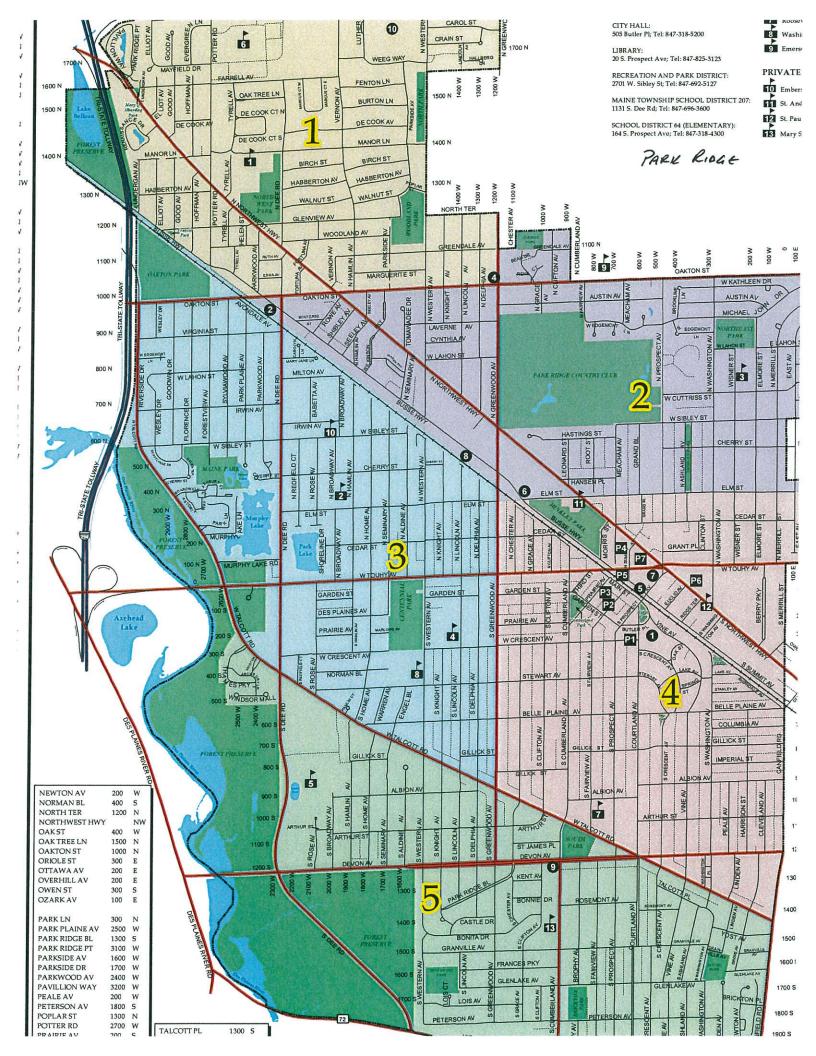


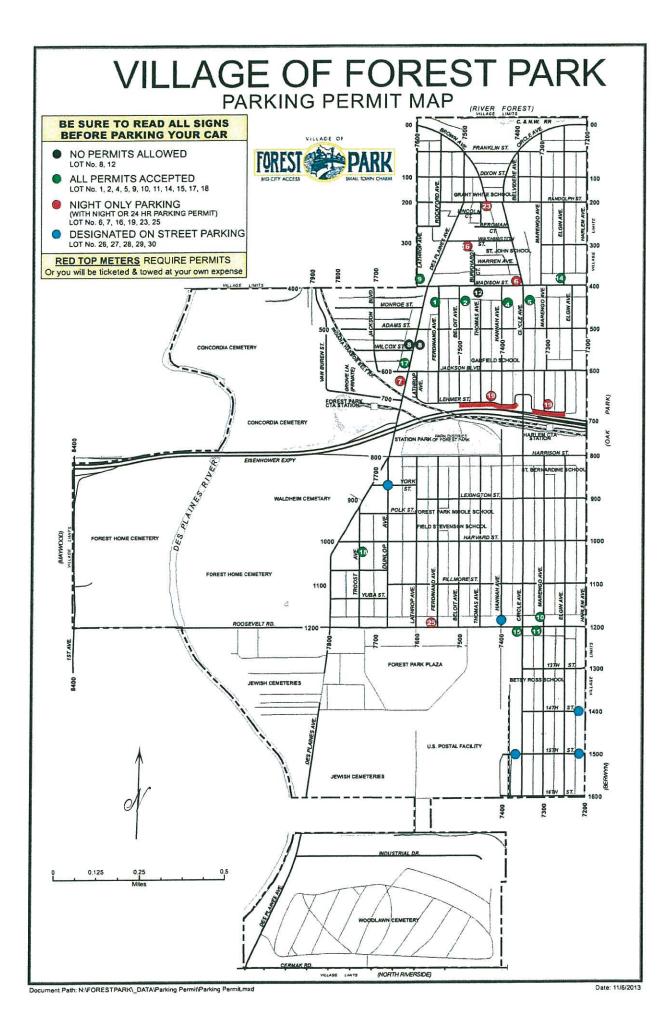
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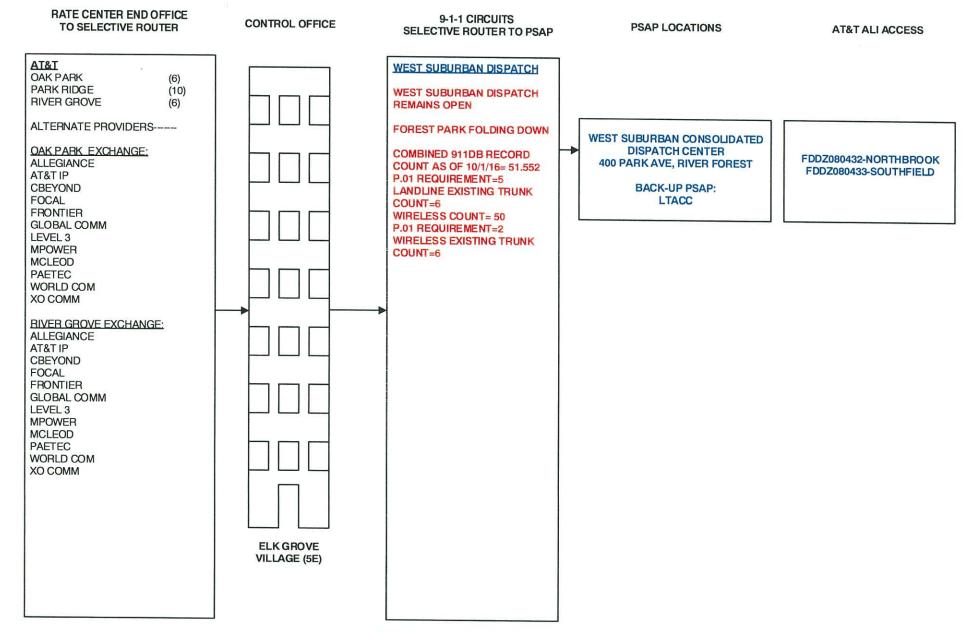




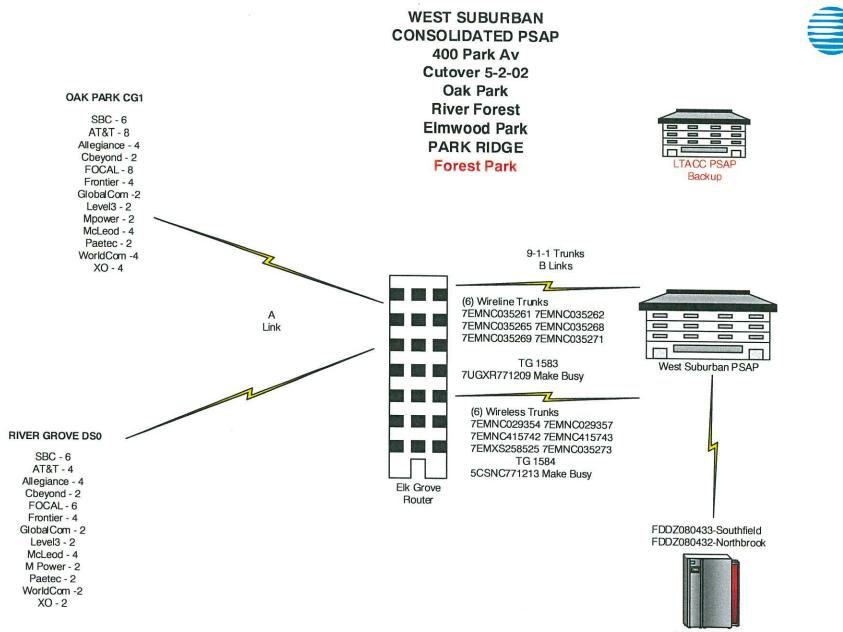
WEST SUBURBAN CONSOLIDATED DISPATCH

## ELMWOOD PARK / OAK PARK / PARK RIDGE / RIVER FOREST

CUTOVER DATE : 5-2-2002

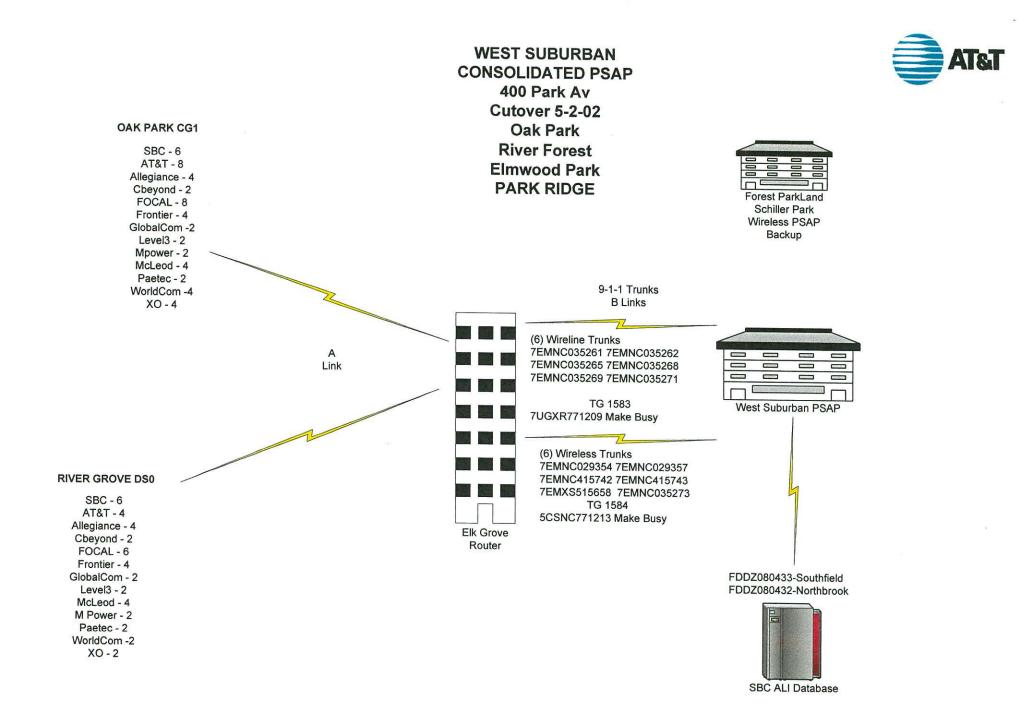


AT&T

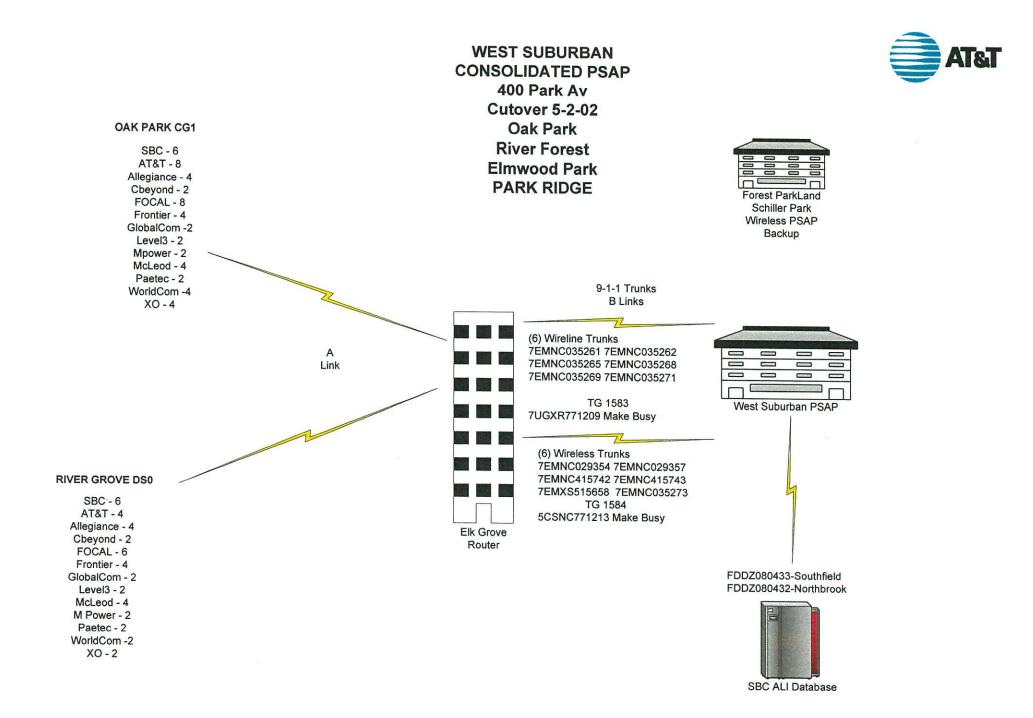


SBC ALI Database

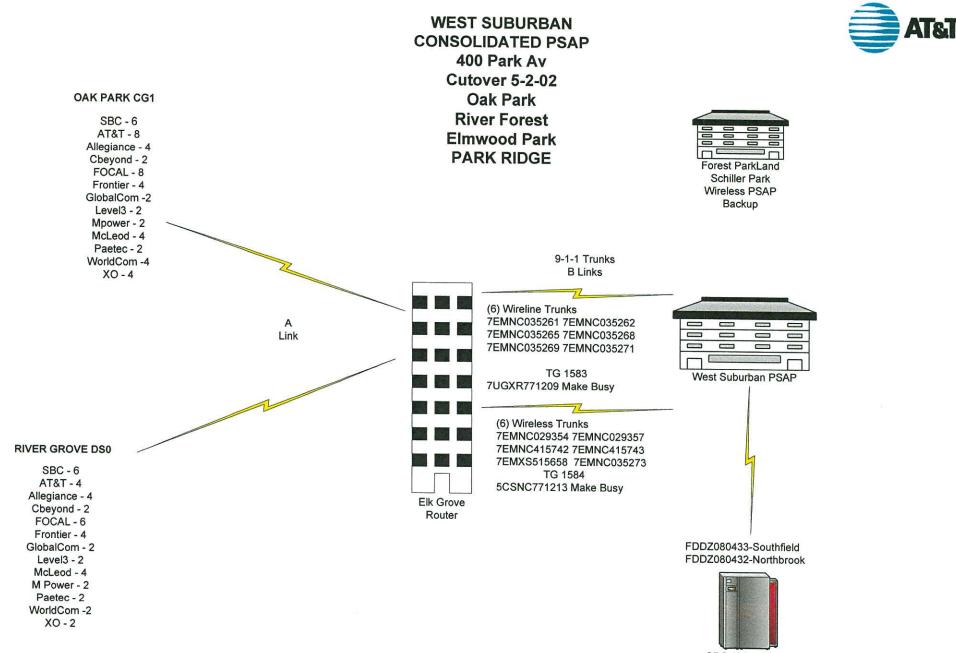
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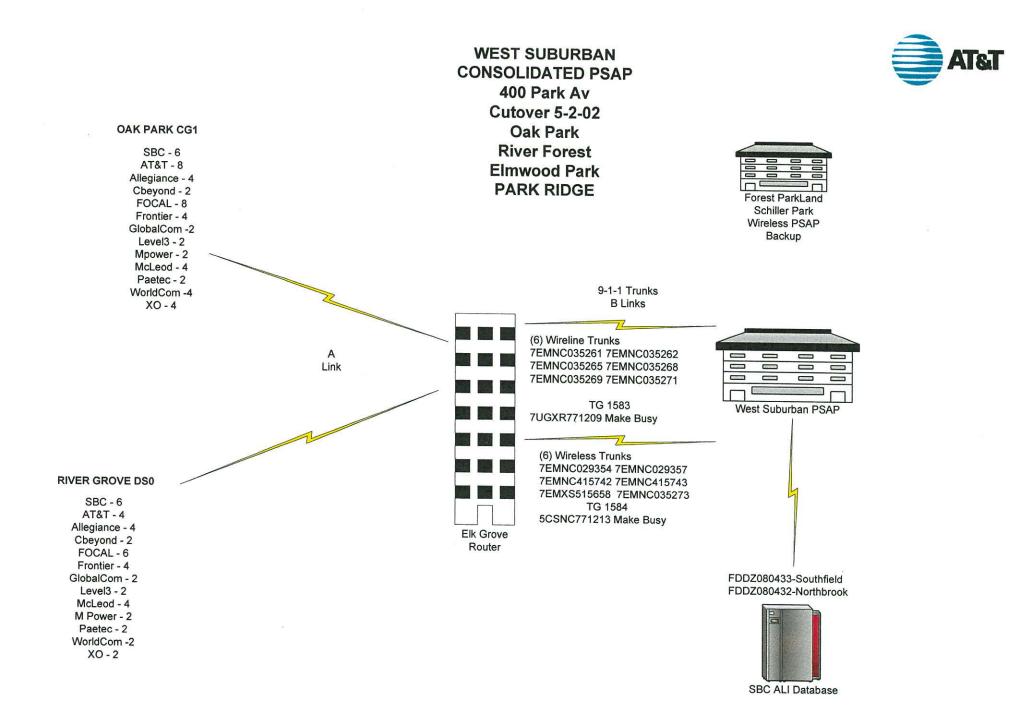
**RIVER FOREST** 



OAK PARK



SBC ALI Database





West Suburban Consolidated Dispatch Center 400 Park Avenue River Forest, IL 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

## CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Niles Police Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency:

### AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

Executive Director West Suburban Consolidated Dispatch

Agency Title



400 Park Avenue River Forest, IL 60305 Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

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WSCDC:	708-386-399	90
Agency:	FERN	154,2650

### AID OUTSIDE JURISDICTION BOUNDARIES

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

Executive Director West Suburban Consolidated Dispatch



400 Park Avenue River Forest, IL 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

### CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Des Plaines Police Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC:	708-386-3990
Agency:	847-459-4052

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Executive Director West Suburban Consolidated Dispatch

Agency: Das flaring



400 Park Avenue River Forest, 1L 60305 Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

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Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency: 847-824-1313

### AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch

WAX

Agency: Des Plaines Fire Department

Title: Fire Chief



400 Park Avenue River Forest, IL 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

#### CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the City of Chicago (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC:	708-386-3990
Agency:	312-742-0911

#### AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch

Agency: City of Chicago

office of Emergency Management + Communications

Title: Executive Director



400 Park Avenue River Forest, 1L 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

## CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the River Grove Fire Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency:

708-453-2121

### AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

Executive Director West Suburban Consolidated Dispatch

F. FUE Agei Title:



400 Park Avenue River Forest, 1L 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

# CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Maywood Fire Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency:

## AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

Executive Director West Suburban Consolidated Dispatch

22/2017



400 Park Avenue River Forest, 1L 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

## CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the North Riverside Fire Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency: North Riverside Fire Department

#### AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch

Agency: North Riverside Fire Dept.

Title: Fire Chief



#### West Suburban Consolidated Dispatch Center

400 Park Avenue River Forest, 1L 60305 Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

#### CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the North Riverside Police Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC:	708-386-3990
Agency:	NRPD

#### AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch

Agenc Title



# West Suburban Consolidated Dispatch Center

400 Park Avenue River Forest, 1L 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

# CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Melrose Park Fire Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency:

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1/1/authority.

Executive Director West Suburban Consolidated Dispatch

ark Fire Dept. Agenc Title



#### West Suburban Consolidated Dispatch Center 400 Park Avenue River Forest, IL 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

# CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

# For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Broadview Police Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency: 708-345-6550

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch

Marmi Wagnes Agency: Broad VIEW PD - ETSB Title: Chief of Police



West Suburban Consolidated Dispatch Center 400 Park Avenue River Forest, 1L 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

# CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

## For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Broadview Fire Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as Identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable;

WSCDC:	708-386-3990	
Agency:	708 343-2137	

#### AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 3-7-1 authority.

Executive Director West Suburban Consolidated Dispatch

authority.

Agency: JROADVIEW FIRE DUMARTMENT

Title: Fiel CHIEF



#### West Suburban Consolidated Dispatch Center 400 Park Avenue River Forest, IL 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

#### CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Franklin Park Police Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency:

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch



#### West Suburban Consolidated Dispatch Center 400 Park Avenue

River Forest, IL 60305

Brian Staunton Executive Director 708,771.9110 Office 708,771.9119 Facsimile

# CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Franklin Park Fire Department (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls,

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency:

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch

JU. CAMP

Agency: FRANKLIN PARK F.D. Tille: FIRE CHIEF



## West Suburban Consolidated Dispatch Center

400 Park Avenue River Forest, IL 60305

Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

#### CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

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

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

> WSCDC: 708-386-3990

Agency:

AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch

NOMA Winnull Agency: NORRIDGE POLICE NEPT Tille: <u>911 DIrector</u>



# West Suburban Consolidated Dispatch Center

400 Park Avenue River Forest, IL 60305 Brian Staunton Executive Director 708.771.9110 Office 708.771.9119 Facsimile

#### CALL HANDLING AND AID OUTSIDE JURIDICTIONAL BOUNDRIES AGREEMENT

#### For 9-1-1 Emergency Communications

This agreement is made between West Suburban Consolidated Dispatch, the 9-1-1 Authority, and the Wheeling 9-1-1 Center (Public Safety Agency), for the purpose of effective handling and routing of 9-1-1 Emergency calls.

#### CALL HANDLING

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

Primary: The call recipient shall relay pertinent caller information to the appropriate party via the party's primary 9-1-1- Routing Number as identified by AT & T.

Secondary: If unable to use the primary method, the call recipient shall relay pertinent caller information to the appropriate party through the dedicated telephone number as applicable:

WSCDC: 708-386-3990

Agency:

Des Plaines PD 847-911-3232 Wireline, 847-911-3239 Wireless - 847-459-4052 10-digit Wheeling PD 847-911-3897 Wireline or Wireless - 847-237-213110-digit

#### AID OUTSIDE JURISDICTION BOUNDARIES

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

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

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

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

All agreements, management, records, and service will be the responsibility of the 9-1-1 authority.

Executive Director West Suburban Consolidated Dispatch

Conselle

Agency: Wheeling 9-1-1 Communications Center

Title: Communications 9-1-1 Center Manager

## INTERGOVERNMENTAL AGREEMENT FOR PROVIDING MUTUAL BACKUP OF 9-1-1 DISPATCH AND EMERGENCY COMMUNICATION SERVICES THROUGH USE OF PRIMARY AND BACKUP PUBLIC SAFETY ANSWERING POINTS

This Intergovernmental Agreement For Providing Mutual Backup Of 9-1-1 Dispatch And Emergency Communication Services Through Use Of Primary And Backup Public Safety Answering Points is entered into this <u>16</u> day of <u>9409</u>, 2016 by the Lyons Township Area Communications Center ("LTACC"), a public agency established in calendar year 2015 by an intergovernmental agreement to operate its own combined dispatch center and a public safety answering point ("PSAP"), and the West Suburban Consolidated Dispatch Center ("WSCDC"), a public agency established in calendar year 2002 by an intergovernmental agreement to operate its own combined dispatch center ("WSCDC"), a public agency established in calendar year 2002 by an intergovernmental agreement to operate its own combined dispatch center and PSAP ("Agreement"). The purpose of this Agreement is to provide mutual backup 9-1-1 dispatch services and other emergency communication services for law enforcement, fire, ambulance and other emergency communication services"). Within this Agreement, LTACC and WSCDC are collectively referred to as the "Parties" or, Individually, as a "Party".

#### RECITALS

WHEREAS, the LTACC operates a combined dispatch center and a primary PSAP located at 304 West Burlington Avenue, La Grange, Illinois 60525 to deliver 9-1-1 Dispatch Services (collectively the "LTACC PSAP"). The current service territory of the LTACC generally includes: the Village of La Grange ("La Grange"), the Village of La Grange Park ("La Grange Park") and the Village of Western Springs ("Western Springs"). The Villages of La Grange, La Grange Park and Western Springs are parties to the intergovernmental agreement that established the LTACC and are referred to as the LTACC's "Participating Members." For purposes of this Agreement, as new members are added to the LTACC, the service territory of the LTACC shall automatically expand to include the new members' territorial boundaries and any new members that join the LTACC shall be shall be automatically included within the term "Participating Members"; and

WHEREAS, the WSCDC operates a combined dispatch center and a primary PSAP located at 400 Park Avenue, River Forest, Illinois 60305 to deliver 9-1-1 Dispatch Services (collectively the "WSCDC PSAP"). The service territory of the WSCDC generally includes: the Village of Elmwood Park ("Elmwood Park"), the Village of Oak Park ("Oak Park"), the City of Park Ridge ("Park Ridge") and the Village of River Forest ("River Forest"). The City of Park Ridge and the Villages of Elmwood Park, Oak Park and River Forest are parties to the intergovernmental agreement that established the WSCDC and are referred to as the WSCDC's "Participating Members." For purposes of this Agreement, as new members are added to the WSCDC, the service territory of the WSCDC shall automatically expand to include the new members' territorial boundaries and any new members that join the WSCDC be automatically included within the term "Participating Members"; and

WHEREAS, the installation of the Enhanced 9-1-1 ("E9-1-1") telephone system throughout the State of Illinois will provide one common number to call to receive public safety assistance and is intended to assure the caller that his/her request for assistance will be answered and that the appropriate emergency response agency will be notified as a result of dialing 9-1-1 (See, 50 ILCS 750/5); and

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WHEREAS, the Parties desires to enter into this Agreement to comply with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 III. Admin. Code, §725 and § 1325.415)) that require each PSAP in Illinois have a backup plan to provide 9-1-1 Dispatch Services in the event of a disruption in the PSAP's abilities to provide those services at its own primary PSAP facility; and

WHEREAS, in order to ensure continued delivery of 9-1-1 Dispatch Services in the event that either the LTACC PSAP or the WSCDC PSAP is unable to provide 9-1-1 Dispatch Services due to an emergency such as fire, flood, earthquake, equipment malfunction or any other such cause, the LTACC and the WSCDC have agreed, to the extent feasible, to serve as temporary backup PSAP facilities for each other until 9-1-1 Dispatch Services can be restored; and

WHEREAS, the authority of each Party to approve and enter into this Agreement is found under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code, § 725 and § 1325.415); and

WHEREAS, the respective corporate authorities of the LTACC and the WSCDC have authorized and directed the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits, covenants and obligations provided for under this Agreement, the Parties agree as follows:

# ARTICLE I. GENERAL PURPOSE; INCORPORATION.

A. General Purpose. The purpose of this Agreement is to establish certain procedures for handling 9-1-1 calls between the LTACC PSAP and the WSCDC PSAP in the event that one of the PSAPs is unable to receive or transfer its 9-1-1 calls. To the extent feasible, the Parties agree to provide mutual backup for delivery of 9-1-1 Dispatch Services for the mutual benefit of the members of the LTACC and the members of the WSCDC.

B. Incorporation. Each of the Whereas paragraphs contained in the Recitals above are incorporated by reference as material provisions of Article I of this Agreement and govern the Parties.

#### ARTICLE II. DEFINITIONS.

A. PSAP means: Public Safety Answering Point, as defined by the Emergency Telephone Systems Act (50 ILCS 750/1 et seq.). The word "facility" as used in this Agreement also refers to "PSAP".

B. Backup PSAP means: Another PSAP, be it municipal, county or state owned or operated, designated to take calls on a backup basis and transfer them in accordance with mutually agreed upon call handling procedures.

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- C. ANI/ALI means: Automatic Number Identification/Automatic Location Identification.
- D. CAD System means: Computer Alded Dispatch System.
- E. Each of the definitions set forth in the Emergency Telephone Systems Act (50 ILCS 750/1 *et seq.*) are incorporated by reference into this Agreement.

#### **ARTICLE III. CONDITIONS.**

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- A. Independent Status. The 9-1-1 Dispatch Services to be provided under this Agreement are considered services to the general public and this Agreement shall not be construed to create an employer-employee, principal-agent or co-partnership relationship between the Parties. The Parties shall remain independent public agencies with respect to all services performed under this Agreement. Each Party agrees that the performance of 9-1-1 Dispatch Services under this Agreement is considered mutual aid services and its respective employees shall not be entitled to any compensation, employment rights or employee benefits of any kind whatsoever from the other Party to this Agreement, including, but not limited to, pension rights, medical and hospital care, sick and vacation leave, disability, worker's compensation, unemployment compensation or severance pay.
- B. Governance; Direction. Neither Party will govern or direct the PSAP operations, maintenance or staffing of the PSAP personnel of the other Party. This Agreement does not establish a centralized, combined emergency dispatch and communication system, as the LTACC PSAP and the WSCDC PSAP will each remain independently owned, staffed and operated. Except for temporary emergency situations when backup assistance is required, each PSAP shall remain responsible for delivery of 9-1-1 Dispatch Services within its respective service territory.
- C. Staffing Levels; Conduct. Each Party, at its own cost, will set and maintain its own personnel staffing levels and shall not be required to hire additional personnel to fulfill its mutual aid obligations under this Agreement. Acts of each Party's employees performing the 9-1-1 Dispatch Services under this Agreement shall be the acts of employees of that Party alone.
- D. Training. The Parties agree that its respective employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of their own Executive Director, in all technical areas and disciplines relating to the provision of the 9-1-1 Dispatch Services and the use of all dispatch equipment, computers and other technology in accordance with applicable laws and regulations and their respective training and protocol policles and procedures, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").
- E. No Cost Sharing. There shall be no cost sharing of any kind under this Agreement. The cost of operating each respective PSAP and the costs of providing the 9-1-1- Dispatch Services and fulfilling the terms of this Agreement shall remain the obligation of each respective Party. If it is determined at a later date that it is necessary to provide other communications equipment or procedures so as

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to be able to accomplish the purpose of this Agreement, the Parties may agree to enter into an addendum to this Agreement that identifies the cost obligations of each Party for such additional equipment. To the extent that the Parties desire to share costs of any equipment upgrades or technology infrastructure improvements associated with the delivery of the 9-1-1 Dispatch Services under this Agreement, the Parties may decide to enter into an addendum to this Agreement that specifically governs the cost sharing arrangement.

- F. Equipment. All equipment, technology infrastructure and other personal property provided by or used by each Party to deliver its portions of the 9-1-1 Dispatch Services under this Agreement (the "Equipment") shall remain owned and insured by each respective Party. Each Party is responsible for the procurement, installation, repair, maintenance, and replacement and upgrades to its own Equipment, unless otherwise provided for in an addendum to this Agreement that is mutually approved by the Parties.
- G. Compliance with Applicable Laws and Regulations. Each respective PSAP shall be operated in conformance with the applicable Illinois statutes and regulations (See, Sections 10, 15.4a and 15.6a(c) of the Emergency Telephone System Act (50 ILCS 750/10, 15.4a and 15.6a(c)) and Sections 725 and 1325.415 of the Illinois Administrative Code (83 Ill. Admin. Code, § 725 and §1325.415)).

#### ARTICLE IV. PROCEDURES.

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In the event an emergency occurs that results in the Inability of either Party's PSAP to provide emergency communication services and response to 9-1-1 calls at its own facility, backup emergency communication services shall be provided as follows:

- A. The initiating PSAP will contact the backup PSAP to advise the backup PSAP of the need for assistance with the delivery of emergency communication services. The backup PSAP shall, to the extent of its abilities and resources, temporarily provide emergency communication services consisting of the following:
  - 1. Receiving 9-1-1 telephone calls and routine calls for police, fire and medical services agencies served by the initiating PSAP.
  - Directing a response to said calls by either dispatching the appropriate law enforcement unit or fire department personnel or forwarding the call to the appropriate agency for response.
  - 3. Providing ongoing communication support to personnel in the field.
  - 4. Documenting 9-1-1 call related information such as location, nature of the call and responding units in the CAD System.
- B. In the event that the initiating PSAP's 9-1-1 system fails or is not responsive, 9-1-1 calls not answered by the initiating PSAP will automatically be routed to the backup PSAP. Information on the ANI/ALI screen such as location or emergency response agency(s) listed will alert the call taker that the call originated from the other PSAP.
- C. The backup PSAP, upon receiving the ANI/ALI information on the call, can determine that the call has been transferred from the PSAP and shall attempt to transfer the call back to the PSAP.

- D. Information on the ANI/ALI screen, such as location or emergency response agency(s) listed will alert the call taker that the call originated from another PSAP.
- E. The backup PSAP shall, while attempting to transfer the call back to the originating PSAP, stay on the line with the caller. Once answered by the originating PSAP, the backup PSAP can either remain connected (monitoring the call) or disconnect from the 9-1-1 call after insuring that the call transfer has been completed.
- F. If the call still goes unanswered, the backup PSAP call taker will take certain information to start processing the call.
  - 1. Type of incident/action request.
  - 2. Verify location information and where emergency services are needed.
  - 3. Verify telephone callback number and ask name of caller.
  - 4. Time of incident.

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- G. It may be the judgment of the backup PSAP dispatcher that circumstances require immediate or direct contact with the originating PSAP via radio to relay a message. When possible, the procedure described above in **Subsection D**. shall be used.
- H. The initiating PSAP will continually maintain and provide to the backup PSAP a list of resources (i.e., primary contact telephone numbers, other information as agreed upon) to enable the backup PSAP to contact emergency services if that becomes necessary in order to handle the emergency. As changes arise, updated information shall be forwarded as soon as possible.
- The 9-1-1 Dispatch Services provided under Subsection A. above shall be provided by the backup PSAP until such time as the initiating PSAP is able to operate its own 9-1-1 Dispatch Services. Upon restoration of normal emergency communications services at the Initiating PSAP, the backup PSAP will stop delivering 9-1-1 Dispatch Services on behalf of the initiating PSAP.

It is understood that each Party to this Agreement has finite resources and, depending on the scope of the emergency, the backup PSAP may not be able to deliver 9-1-1 Dispatch Services at the same level as the initiating PSAP during the temporary backup service period. Neither Party makes any guarantees or warranties of any kind to the other Party regarding the level of service for the delivery of 9-1-1 Dispatch Services under this Agreement.

#### ARTICLE V. INSURANCE AND INDEMNIFICATION.

- A. Insurance. Each Party agrees to maintain the following minimum levels of insurance coverage in regard to its PSAP and its related Equipment, operations and personnel:
  - 1. General Liability (\$1,000,000 per occurrence \$2,000,000 Aggregate minimum).
  - 2. Employment Related Practices Liability Insurance (\$1,000,000 minimum, claims made coverage with prior acts Included).
  - 3. Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance (Dispatch Error) (\$1,000,000 per occurrence minimum/claims made with prior acts coverage is recommended) (Umbrella below provides additional coverage limits).

- Automobile Insurance (Liability \$1,000,000 Combined Single Limit including Uninsured/UnderInsured Motorist Coverage. If no "owned" vehicles, then \$1,000,000 Hired and Non-Owned Policy is maintained).
- 5. Workers Compensation/Employers Liability (\$500,000/\$500,000 minimum limits).
- 6. Umbrella/Excess Liability (\$5,000,000 minimum; Follow form coverage to provide excess coverage over General Liability, Employment Related Practices Liability, Directors/Officers and Errors and Omissions (Dispatch Error) Insurance, Auto Liability, and Employers Liability).
- B. Indemnification. To the fullest extent permitted by law, each Party agrees to defend, indemnify and hold the other Party and its appointed officials, employees, volunteers, agents and representatives and each of the other Party's respective Participating Members and their appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, that, directly or indirectly, arise out of or relate to any act or omission in regard to the delivery of 9-1-1 Dispatch Services or other matters covered under this Agreement, except to the extent caused by the sole negligence of or willful and wanton conduct of the other Party or one or more of its appointed officials, employees, volunteers, agents and representatives or one or more of the other Party's Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

#### **ARTICLE VI. GENERAL PROVISIONS.**

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- A. Term. The term of this Agreement shall be open-ended and shall continue until this Agreement is either mutually terminated by the Partles or terminated by either Party, subject to delivery of written notice to the other Party of the termination of this Agreement. This Agreement may be terminated at any time and for any reason by either Party or by both Parties upon delivery of prior written notice to the other Party. Notice of termination shall comply with the notice provision below.
- B. Effective Date; Commencement of Backup Services. Regardless of the approval date or execution date of this Agreement by the Parties, the effective date of this Agreement shall be the date that the Parties actually commence providing backup services to each other under this Agreement. It is anticipated that this Agreement will go into effect on or about November 1, 2016, subject to the LTACC receiving regulatory approval and authorization from the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator") to operate and its PSAP is operationally active to answering 9-1-1 telecommunication calls.
- C. Termination. Upon the termination of this Agreement, if necessary, the Parties shall work cooperatively to remove their respective Equipment from the other Party's facility.
- D. Notice. Notice of the need for backup 9-1-1 Dispatch Services under this Agreement will be by telephone or by other means as may be reasonably used to apprise the backup PSAP of the initiating PSAP's need for services. All other notices and other communications required or permitted under this Agreement shall be in writing and may be personally delivered, faxed, emailed or sent by first class mail, postage prepaid, addressed to the Executive Directors, or

their designees, at their below-listed business mailing addresses and electronic telecommunications contact information, as updated. All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed, emailed or three (3) calendar days after being mailed, as the case may be.

LTACC Executive Director	WSCDC Executive Director
Kim Knutsen	Brian Staunton
304 West Burlington Avenue	400 Park Avenue
La Grange, Illinois 60525	River Forest, Illinois 60305
(o) 708-352-1232	(o) 708-771-9112
Email: kknutsen@ltacc.org	Email: bstaunton@wscdc.org

- E. Complete Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by the respective corporate authorities of the Parties.
- F. Severability. If any provision of this Agreement or the application of any such provision to either Party shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
- G. Transferability. The rights or obligations of each Party under this Agreement may not be transferred.

#### THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

#### SIGNATURE PAGE TO FOLLOW.

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IN WITNESS WHEREOF, the corporate authorities of the Lyons Township Area Communications Center and the corporate authorities of the West Suburban Consolidated Dispatch Center have voted at public meetings in accordance with the Open Meetings Act (5 ILCS 120/1 *et seq.*) to approve this Agreement, and direct that this Agreement be signed on their behalf by their respective Chairpersons, and the date of the last signatory below shall be the date inserted on page 1 of this Agreement.

Lyons Township Area Communications Center

B CEDILLO Name: TULIA A Chairperson

5/110 2016. Date:

West Suburban Consolidated Dispatch Center By: Name: hau 20 CAN) 1+0-Chairperson

2016. Date:

Attest:

By: Cureio Name: Dec Secretary

5/14 Date: 2016.

Attest: By: ERIC PALM Name:

Secretary

26 2016. Date:

# WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM INTEGOVERNMENTAL 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:

WHEREAS, the signatories have determined that the implementation of a 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating units of local government; and

WHEREAS, Public Act 99-0006 mandates the consolidation of Emergency Telephone System Boards (ETSBS) and Public Safety Answering Points (PSAPS); and

WHEREAS, Chapter 50, Section 15.4 of the Illinois Compiled Statutes, 50 ILCS 750/15.4, 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.

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

- 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 Emergency Telephone System Act, 50 ILCS 750/15.4a, 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 West Suburban Consolidated Dispatch 9-1-1 System.
- 2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board which shall consist of the Village Manager of the Village of Oak Park, the Village Manager of the Village of River Forest, the Village Manager of the Village Manager of the Village Manager of the Village Manager of the City of Park Ridge, the Village Manager of the Village of Forest Park and the Executive Director of the West Suburban Consolidated Dispatch 9-1-1 System. Any subsequent participating unit of local government which joins the West Suburban Consolidated Dispatch 0 (Dispatch 0) (Dispat

- 3. <u>By Laws.</u> The West Suburban Consolidated Dispatch 9-1-1 System shall be subject to and shall be governed by certain By Laws which shall be adopted by the Joint Emergency Telephone System Board together with any amendments which may be made in the manner and means provided in the By Laws.
- 4. <u>Participation</u>. Each participating unit of local government in the West Suburban Consolidated Dispatch 9-1-1 System, and each unit of local government which may hereafter become a participant 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 By Laws.
- 5. <u>Termination</u>. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the By Laws.
- 6. <u>Powers of the Board.</u> The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to, the following:
  - A. Planning a 9-1-1 emergency telephone system.
  - B. Coordination 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.
  - D. Authorizing all disbursements from the 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.
- 7. <u>Amendment.</u> This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.
- 8. <u>Duration.</u> This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the By Laws.
- 9. <u>Enforcement.</u> 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.

- 10. <u>Authorization</u>. 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.
- 11. <u>Effective Date.</u> This Agreement shall become effective on April 1, 2017 and when signed by all respective representatives of the Village of Oak Park, the Village of River Forest, the Village of Elmwood Park, the City of Park Ridge and the Village of Forest Park.

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.

By: Cur Cin

ATTEST:

Date:

VILL **ER FOREST** By:

ATTEST: Date:

VILLAGE OF ELMWOOD PARK-By

ATTEST: 11- Loko Date: 3/21/17

CITY OF PARK RIDGE By: <u>/</u>

**ATTES**€ Date:

VILLAGE OF FOREST PARK nj *(aldre*s B

ATTEST: Varian Months Date: May 30, 2017

**BY-LAWS** 

For the

# WEST SUBURBAN CONSOLIDATED 9-1-1 SYSTEM JOINT EMERGENCY TELEPHONE SYSTEM BOARD

Approved and Adopted By the Joint Emergency Telephone System Board March 8, 2017

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# **BY-LAWS**

# For the

# WEST SUBURBAN CONSOLIDATED 9-1-1 SYSTEM JOINT EMERGENCY TELEPHONE SYSTEM BOARD

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# **BY-LAWS**

# For the

# WEST SUBURBAN CONSOLIDATED 9-1-1 SYSTEM

# JOINT EMERGENCY TELEPHONE SYSTEM BOARD

# ARTICLE I. PURPOSE

The West Suburban Consolidated 9-1-1 System (hereafter the "9-1-1 System") is a cooperative venture voluntarily established by its members pursuant to the West Suburban Consolidated 9-1-1 System Intergovernmental Agreement (hereafter the "Agreement") entered into by them in accordance with the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* and the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* as each may be amended from time to time. The 9-1-1 System has been established for the purpose of providing the equipment, services, personnel, facilities and other items necessary for the implementation, operation, maintenance and repair of a 9-1-1 Emergency Telephone System within Cook County, Illinois.

# ARTICLE II. MEMBERSHIP

- A. The members of the 9-1-1 System are the Villages of Oak Park, River Forest, Elmwood Park, Forest Park, and the City of Park Ridge pursuant to the Agreement (hereinafter, individually, a "Member Municipality" or collectively, "Member Municipalities").
- B. Any unit of government which hereafter becomes a full participating member of the West Suburban Consolidated Dispatch Center may also become a Member Municipality of the 9-1-1 System, provided all current members agree and provided all current members and the new Member Municipality sign an addendum (hereinafter, the "Addendum), regarding the new member's participation in the West Suburban Consolidated 9-1-1 System Intergovernmental Agreement.
- C. The Addendum authorizing a new Member Municipality of the 9-1-1 System shall require the new Member Municipality to:
  - 1. Provide funds for its proportionate share of the costs of operations of the 9-1-1 System;
  - 2. Provide all necessary funds required to add or modify hardware and/or software in order to accommodate the operational needs of the new member. Each new Member Municipality shall also be expected to pay a proportionate share of normal 9-1-1 System operating expenses;
  - 3. Provide written acceptance obligating itself for its proportionate share of the existing debts and liabilities of the 9-1-1 System; and

4. Deliver to the Joint Emergency Telephone System Board for the 9-1-1 System a duly certified ordinance in proper form authorizing and directing such member's execution of the Addendum and the written acceptance of existing debts referred to in C.3. above, and its agreement to be bound by the Agreement and these By-Laws.

# ARTICLE III. JOINT EMERGENCY TELEPHONE SYSTEM BOARD

# A. Powers

The Joint Emergency Telephone System Board for the 9-1-1 System created pursuant to the Agreement shall consist of a Board of Directors (hereinafter the "9-1-1 System Board") made up of the Chief Administrative Officer of each Member Municipality and the Executive Director of the 9-1-1 System. The 9-1-1 System Board shall have the following powers and duties:

- 1. All powers authorized by Section 15.4(b) of the Emergency Telephone System Act, 50 ILCS 750/15.4(b), as amended from time to time.
- Planning the 9-1-1 Emergency Telephone System (hereafter the "9-1-1 System"), as that term is defined in the Emergency Telephone System Act;
- 3. Coordinating and supervising the implementation, upgrading, maintenance, repair, and operation of the 9-1-1 System including the establishment of equipment specifications and coding systems;
- 4. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act 50 ILCS 750/15.3, as amended from time to time, and from any other source, for deposit into the Fund, as defined in Section IV. A. below;
- 5. Authorizing all disbursements from the Fund (as hereinafter defined) by resolutions approved by a majority of all 9-1-1 System Board members;
- 6. Hiring, on a temporary or permanent basis, any staff necessary for the operation or upgrade of the 9-1-1 System;
- 7. Making and entering into contracts;
- 8. Acquiring, holding and disposing of property;
- Incurring debts, liabilities or obligations in accordance with applicable law as necessary for the accomplishment of the purposes of the 9-1-1 System;
- 10. Purchasing and leasing necessary equipment; and
- 11. Exercising all powers necessary and incidental to carrying out the purposes set forth in Article I of these By-Laws including but not limited

to, hiring auditors and attorneys, approving amendments to these By-Laws, accepting new members, approving the annual budget of the 9-1-1 System, and determining the general policy of the 9-1-1 System, provided however, that such policy shall never be inconsistent with the laws of the State of Illinois.

# B. Organization

- 1. Each member of the 9-1-1 System Board shall be entitled to one (1) vote.
- 2. Proxy or absentee voting is not allowed. However, each Member Municipality may designate a person to serve in his or her absence at regular and special meetings with the authority to vote on behalf of such absent Board member. The person designated by a member of the 9-1-1 System Board shall be either a police or fire chief or a member of the command staff for either department of such Member Municipality.
- 3. The rules of order and parliamentary procedure found in the current edition of Robert's Rules of Order shall govern the conduct of the 9-1-1 System Board meetings unless they have been superseded, in whole or in part, by action of the 9-1-1 System Board.
- 4. If any member of the 9-1-1 System Board ceases to be an official or employee of their respective municipality or, in the case of the 9-1-1 System, its Executive Director, such seat on the 9-1-1 System Board shall be vacant until a successor is duly appointed.
- 5. Members of the 9-1-1 System Board shall serve on the 9-1-1 System Board without salary, but each may be reimbursed for necessary and reasonable expenses incurred in connection with 9-1-1 System business.

# C. Meetings

- Regular meetings of the System Board shall be held on a schedule as determined by the 9-1-1 System Board and held in the posted location on the meeting notice. At least five (5) days prior to each such meeting, the Executive Director of the 9-1-1 System shall cause an agenda for such meetings to be sent to each of the other 9-1-1 System Board members and posted at the location of the meeting. All notices shall be sent to any media outlet which has filed an annual request for notice.
- 2. A special meeting of the 9-1-1 System Board may be called by its Chair or by any two (2) members of the 9-1-1 System Board as follows:
  - a) No less than forty-eight (48) hours written notice of special meetings shall be given to each member of the 9-1-1 System Board, which notice shall include an agenda specifying the subjects of such special meeting.
  - b) Business discussed and conducted at said special meeting shall be limited to those items specified in the agenda.

- c) Notwithstanding a) above an emergency meeting may be called without forty-eight (48) hours' written notice if a majority of the 9-1-1 System Board members agree, but written notice of such meeting shall be provided to all 9-1-1 System Board members as soon as practicable, along with the subject matter of such emergency meeting.
- d) All notices for special and emergency meetings shall be sent to any media outlet which has filed an annual request for notice.
- 3. Unless otherwise specified in these By-Laws, a quorum for the transaction of all business by the Board shall consist of a majority of the 9-1-1 System Board members.
- 4. Except to the extent that these By-Laws or any rules adopted by the 9-1-1 System Board impose a stricter requirement, all meetings of the 9-1-1 System Board shall comply with the requirements of the Illinois Open Meetings Act 5 ILCS 120/1 *et seq.* as amended from time to time.
- 5. To the extent not contrary to these By-Laws, Robert's Rules or Order shall govern the conduct of all meetings of the 9-1-1 System Board.

# D. Officers of the 9-1-1 System Board

Officers of the 9-1-1 System Board of Directors shall consist of a Chair, a Vice Chair, a Secretary and a Treasurer. The Chair and Vice Chair shall be elected each year from among the membership of the 9-1-1 System Board at the March meeting. The Treasurer, who shall be the Treasurer, Finance Director or other similar job title of one (1) of the Member Municipalities pursuant to Section 15.4 (c) of the Emergency Telephone System Act, 50 ILCS 750/15.4(c) as amended, shall be appointed by the 9-1-1 System Board. The 9-1-1 System Executive Director shall serve as Secretary if another person is not so appointed by the 9-1-1 System Board. The Chair and Vice Chair shall hold office for a term of one (1) year and the Treasurer shall hold office for a term of four (4) years. The Secretary shall serve until a successor is appointed. The Chair and the Vice Chair may be re-elected for successive terms. Newly elected officers shall assume their office in January of each year.

1. Chair

The Chair shall:

- a) Conduct meetings of the 9-1-1 System Board.
- b) Sign or co-sign with the Treasurer any instruments, which the 9-1-1 System Board has authorized to be executed.
- c) Perform all duties incident to the office of Chair and such other duties as may be prescribed by the 9-1-1 System Board from time to time provided that such other duties are consistent with these By-Laws, the Agreement and applicable laws, including the

applicable Rules and Regulations of the Illinois Commerce Commission or the Office of the Illinois State Police 9-1-1 Statewide Administrator.

2. Vice Chair

In the event of the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice-Chair shall perform the duties of Chair until such time as the Chair again undertakes to perform the duties of his office.

3. Secretary

The Secretary shall:

- a) Keep the minutes of the 9-1-1 System Board.
- b) See that all notices are duly made, given and/or published in accordance with the provision of these By-Laws or as required by law.
- c) Act as custodian of the records and the Freedom of Information Act Officer of the 9-1-1 System.
- d) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the 9-1-1 System Board.
- 4. Treasurer

In accordance with 50 ILCS 750/15.4(c) of the Emergency Telephone System Act, as amended, the Treasurer shall at all times be the actual treasurer of one of the 9-1-1 System Member Municipalities.

The Treasurer shall:

- a) Receive and act as custodian and be responsible for all funds generated through a surcharge on telephone in-service network connections within the jurisdictions of the Member Municipalities as well as any other funds generated in support of the 9-1-1 System, which may be placed into the Fund.
- b) Dispense funds from the Fund and any other 9-1-1 System Funds only in accordance with Illinois law and these By-Laws.
- c) Perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the 9-1-1 System Board.
- d) The Treasurer shall give bond in the amount of One Million Dollars (\$1,000,000.00) for the faithful discharge of his or her duties, with

such surety or sureties as the Board shall determine. The bond premium shall be paid by the 9-1-1 System Board.

e) The Treasurer shall not have a vote on the 9-1-1 System Board and shall not be entitled to any compensation for services rendered as Treasurer.

# ARTICLE IV. EMERGENCY TELEPHONE SYSTEM FUND

- A. There shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all monies received by the 9-1-1 System, including those received pursuant to a 9-1-1 surcharge (hereinafter the "Surcharge Funds") shall be deposited.
- B. The Treasurer of the 9-1-1 System shall be custodian of the Fund.
- C. Surcharge Funds collected shall be segregated, allocated and recorded separately for each Member Municipality, in the same proportion that would have been received by such Member Municipality based on CY 16 call data. These allocations shall include any surcharge amounts contributed by a Member Municipality at the time of joining the 9-1-1 System. (For example, Surcharge Funds generated on behalf of the Village of Elmwood Park shall be segregated and allocated for use, as directed by the member of the Board representing the Village of Elmwood Park.) Should the Statewide 9-1-1 Administrator provide data relative to each Member Municipalities' surcharge funds, then that data shall be used to determine the allocation of surcharge funds.
- D. All interest accruing on the Fund shall remain in the Fund, and shall be allocated amongst each Member Municipality in the same manner as set forth in Paragraph C above for Surcharge Funds.
- E. No expenditures may be made from the Fund except pursuant to resolutions approved from time to time by a majority of the members of the 9-1-1 System Board. Any Resolution of the 9-1-1 System Board, which approves an annual budget, shall be deemed an approval of the expenditure of money from the fund required to pay the amounts specified in the budget. However, the 9-1-1 System Board shall be required to approve any expenditures from the segregated Surcharge Funds of a Member Municipality, upon the recommendation of the voting member of the 9-1-1 System Board for said Municipality, provided that such expenditures are in compliance with paragraph F following.
- F. Expenditures may be made only to pay for the costs associated with the 9-1-1 System as follows and in accordance with the law, including 50 ILCS 750/15.4(c), as amended from time to time:
  - 1. The design of the 9-1-1 System.
  - 2. The coding of an initial Master Street Address Guide database, and update and maintenance thereof.

- 3. The repayment of any monies advanced for the implementation of the 9-1-1 System.
- 4. The charges for Automatic Number Identification and Automatic Location Identification equipment, a computer aided dispatch system that records, maintains, and integrates information, mobile data transmitters equipped with automatic vehicle locators, and maintenance, replacement, and update thereof to increase operational efficiency and improve the provision of emergency services.
- 5. The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.
- 6. The acquisition and installation, or the reimbursement of costs therefor to other governmental bodies that have incurred those costs, of road or street signs that are essential to the implementation of the emergency telephone system and that are not duplicative of signs that are the responsibility of the jurisdiction charged with maintaining road and street signs.
- 7. Other products and services necessary for the implementation, upgrade, maintenance, and repair of the System and any other purpose related to the operation of the System, including costs attributable directly to the construction, leasing or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the West Suburban Consolidated 9-1-1 System Primary Public Safety Answering Point (PSAP). Costs attributable directly to the operation of the Emergency Telephone System do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.
- 8. The defraying of expenses incurred to implement Next Generation 9-1-1, subject to the conditions set forth in the Emergency Telephone System Act, as amended from time to time.
- 9. The implementation of a computer aided dispatch system or hosted supplemental 9-1-1 services.
- 10. The design, implementation, operation, maintenance, or upgrade of wireless 9-1-1 or E9-1-1 emergency services and public safety answering points.

ARTICLE V. FISCAL YEAR/BUDGET/PURCHASES/CONTRACTS

# A. Fiscal Year

The fiscal year of the 9-1-1 System shall commence on January 1<sup>st</sup> and end on December 31<sup>st</sup> of each year.

# B. Budget

- 1. No later than September 1<sup>st</sup> of each fiscal year, the 9-1-1 System Executive Director shall prepare a proposed budget for the succeeding fiscal year and distribute it to the 9-1-1 System Board.
- 2. The 9-1-1 System Board shall review, modify and/or approve a final budget at a meeting held three (3) months before the beginning of the fiscal year.
- 3. A complete copy of the approved final budget shall be furnished within forty-five (45) days to each 9-1-1 System Board member.
- 4. After approval of the annual budget by the 9-1-1 System Board, all expenditures shall be made in accordance with the budget.
  - a) The Executive Director of the West Suburban Consolidated Dispatch Center (WSCDC) is hereby granted authority to administer the 9-1-1 budget on behalf of the 9-1-1 System Board.
  - b) The Executive Director shall have the authority to transfer contingency funds within the total budget amount in order to meet unanticipated needs of the System or to meet changed situations.
  - c) Such action of the WSCDC Executive Director shall be reported to the 9-1-1 System Board as a supplement to the Director's bimonthly report.
- C. Purchases/Contract Letting

Purchases and/or letting of contracts shall be in accordance with the applicable law and procedural guidelines established by Resolution of the 9-1-1 System Board. The 9-1-1 System Board may enter into a contractual agreement with the West Suburban Consolidated Dispatch System for the on-going operations of the 9-1-1 Emergency Telephone System and make appropriate arrangements for the reimbursement of allowable costs incurred by WSCDC on behalf of the 9-1-1 System.

# ARTICLE VI. AUDIT

- A. Within six (6) months after the end of each 9-1-1 System fiscal year, the 9-1-1 System Board shall cause an annual audit of the financial affairs of the 9-1-1 System, to be prepared by a Certified Public Accountant in accordance with generally accepted auditing principles.
- B. An original copy of the annual audit report shall be delivered to the Director of Finance, Chief Financial Officer or Treasurer, as may be applicable, of each

Member Municipality, and filed with other public officers in accordance with applicable laws.

# ARTICLE VII. WITHDRAWAL, TERMINATION AND DISSOLUTION

- A. Any Member Municipality may withdraw from the 9-1-1 System subject to the provisions of this Article.
  - 1. Such withdrawing Member Municipality shall give written notice of one (1) year or more of withdrawal in the form of a certified copy of an ordinance adopted by its corporate authorities, which must be delivered to the 9-1-1 System Director at the 9-1-1 System's Headquarters (currently located at 400 Park Avenue, River Forest, Illinois 60305). The written notice of withdrawal shall be deemed received when the written notice is actually received by the 9-1-1 System, either by personal delivery or by United Stated certified mail return receipt requested. Any other means of delivery other than personal delivery or United Stated certified mail return receipt requested a nullity and considered as not having been received by the 9-1-1 System.
  - 2. Withdrawal must be in compliance with all applicable rules or requirements of Illinois law, the Illinois Commerce Commission, the Illinois Department of State Police, the Agreement and these By-Laws.
  - 3. A withdrawing Member Municipality must make appropriate notice, as established by the 9-1-1 System Board, to the media and to all mutual aid responders of the change in the emergency call handling agreements.
  - 4. Refusal or declination of any Member Municipality to be bound by any obligation of the 9-1-1 System or its 9-1-1 System Board shall grant the 9-1-1 System Board the power to issue such Member Municipality notice of removal. Such removal shall not result in the release of any liabilities or obligations of such Member Municipality which accrued prior to the effective date of removal.
  - 5. The withdrawing Member Municipality shall forfeit any and all interest, right and title to 9-1-1 System property, real, personal or mixed.
  - 6. The withdrawing Member Municipality shall be liable for all costs incurred by the 9-1-1 System as a result of the Member Municipality's separation and withdrawal. This may include, but is not necessarily limited to, legal fees, court costs and interest on late payment of obligations.
- B. Upon receipt of any such notice of withdrawal:
  - 1. Withdrawal shall take effect on the date one (1) year from date of receipt of such written notification.

- 2. After notice of withdrawal and after the effective date of withdrawal, the withdrawing Member Municipality shall continue to be responsible for:
  - a) One hundred (100%) percent of its pro rata share of any current unpaid obligations to the effective date of withdrawal.
  - b) One hundred (100%) percent of its pro rata share of any contractual or lease obligations of the 9-1-1 System which were incurred during the period the municipality was a member or which were assumed during its membership.
  - c) For any contractual obligations that the withdrawing Member Municipality has separately entered with or on behalf of the 9-1-1 System.
  - d) The term "pro rata share" as used in this Article VII shall mean a percentage of all the 9-1-1 System's, costs which include but are not limited to those costs identified in B.2.a) and B.2.b) set out above.

The percentage shall be computed based on the call volume of the Member Municipality taken as a percentage of the total call volume for the last complete calendar month preceding the withdrawing Member Municipality's effective date of withdrawal.

- C. Upon the majority vote of all of the then-current Member Municipalities of the 9-1-1 System, and in compliance with any applicable Illinois law, the rules and regulations of the Illinois Commerce Commission, the Illinois Department of State Police, the Agreement, and these By-Laws, the 9-1-1 System shall be terminated and dissolved.
  - 1. Upon such termination and dissolution (and after payment of all debts), all individual files and documentation shall be distributed to the appropriate Member Municipality without charge or offset.
  - 2. The remaining assets or liabilities of the 9-1-1 System shall be distributed among the Member Municipalities which had participated in the 9-1-1 System within the one (1) year prior to such mandatory dissolution, in proportion to each Member Municipality's mean average of its regular and special assessment payments for the preceding three (3) fiscal years, (or fraction thereof if any particular Member Municipality shall not have belonged for a full three years), bears to the total of such payments for the preceding three (3) fiscal years.

# ARTICLE VIII. INDEMNIFICATION

A. Each Member Municipality which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such Member Municipality's personnel in responding to, or providing emergency services pursuant to a dispatch via the 9-1-1 System (hereinafter "Claim") shall, at such Member Municipality's sole expense, indemnify and save free and harmless any other Member Municipality, and its officers, employees and agents from any cost, expense attorney fees, judgment or liability of any nature when any other Member Municipality is/are subject to the same Claim solely as a consequence of such other Member Municipality being a member of this 9-1-1 System.

Additionally, in the event the 9-1-1 System and/or its directors, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of Member Municipality's personnel in responding to or providing emergency services pursuant to a dispatch by the 9-1-1 System such Member Municipality shall at its sole expense, indemnify and save free and harmless from any cost, expense, attorney fees, judgments or liability of any nature, the 9-1-1 System and/or its officers, directors, employees and agents unless it is determined that the officers, directors, employees and/or agents of the 9-1-1 System acted in a willful and wanton manner in connection with dispatching the personnel of the Member Municipality.

Nothing in this Section A shall constitute a waiver of any defenses or immunities available by statute or common law.

B. In the event that any Member Municipality should file suit or an action against the 9-1-1 System, all representatives of that Member Municipality shall be prohibited from attending any meetings or discussions or having access to the results of such meetings related to the defense of the suit or action. The Member Municipality's representatives shall have no direct access to any written communication concerning the matter to which the 9-1-1 System is a party, except by legal process; and no representative of the Member Municipality shall be allowed to vote on any issue related to the suit or action.

C.

Additionally, in the event any member is subject to a claim, of any nature, which arises as a consequence of the means and methods by which dispatch services were provided by the 9-1-1 System, the 9-1-1 System shall indemnify and save free and harmless from any cost, expense, attorney fees, judgments or liability of any nature the member and/or its officers, directors, employees and agents unless it is determined that the officers, directors, employees and/or agents of the member acted in a manner not subject to the immunity protections afforded by law in connection with dispatching the personnel of the member.

# ARTICLE IX. PROPERTY

All property acquired by the 9-1-1 System shall be owned by it for and on behalf of its Member Municipalities whose interest therein shall be in shares proportionate to its surcharge contributions, unless provided otherwise by written agreement of the Member Municipalities.

# ARTICLE X. AMENDMENT TO THE BY-LAWS

- A. Amendment to these By-Laws may be proposed by any Member Municipality of the System Board.
- B. The proposed amendment shall be submitted to the System Board at least thirty (30) days prior to the meeting of the System Board at which time such proposed amendment is to be considered.
- C. A two-thirds (2/3) vote of the System Board shall be required to adopt any amendment to the By-Laws.
- D. No amendment shall be in conflict with the Agreement, the laws of the State of Illinois, or the applicable Rules and Regulations of the Illinois Department of State Police and the Illinois Commerce Commission.

# ARTICLE XI. EFFECTIVE DATE

These By-Laws become effective immediately upon approval by the 9-1-1 System Board.

Adopted by the System Board on March 8, 2017.

Secretary of the Board

# ORIGINAL

# RESOLUTION

# A RESOLUTION APPROVING THE WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM INTERGOVERNMENTAL COOPERATION AGREEMENT AND AUTHORIZING ITS EXECUTION

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the West Suburban Consolidated Dispatch 9-1-1 System Intergovernmental Cooperation Agreement ("Agreement") between the Village of Oak Park, the Village of River Forest, the City of Park Ridge, the Village of Elmwood Park and the Village of Forest Park to form a Joint Emergency Telephone System Board pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/15/4a, is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	X			
Trustee Barber	X.			
Trustee Brewer	X			
Trustee Button Ott	X	1		
Trustee Lueck	X			
Trustee Taglia	X	Carlos and the second second		
Trustee Tucker				Y

ADOPTED this 17<sup>th</sup> day of April, 2017, pursuant to a roll call vote as follows:

APPROVED this 17<sup>th</sup> day of April, 2017.

Anan Abu-Taleb, Village President

ATTEST

Teresa Powell, Village Clerk



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# ORDINANCE

# AN ORDINANCE AMENDING CHAPTER 2 ("ADMINISTRATION"), ARTICLE 16 ("EMERGENCY TELEPHONE SYSTEM BOARD") OF THE OAK PARK VILLAGE CODE

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, in the exercise of their home rule powers, as follows:

Section 1. Village Code Amended. Chapter 2 ("Administration"), Article 16 ("Emergency Telephone System Board") of the Oak Park Village Code is hereby amended to add the underlined language and delete the overstricken language as follows:

# Article 16 RESERVED

# EMERGENCY TELEPHONE SYSTEM BOARD

#### 2-16-1: CREATION:

There-is-hereby-established the Village of Oak Park-Emergency-Telephone-System Board, hereinafter-referred-to as the "Emergency Telephone System Board" or "Board".

#### 2-16-2: MEMBERSHIP:

The Board shall consist of nine (9) members, which shall be appointed on the basis of ability and experience. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred in fulfilling their duties as members of the Board, provided that: a) the expense is authorized by the Board prior to being incurred and b) payment thereof is approved by a resolution of a majority of the Board. Eight (8) of said members shall be: the Executive Director of the West Suburban Consolidated Dispatch Center; the Police Chief of the Village of Oak Park; the Fire Chief of the Village of Oak Park; the Deputy Police Chief of the Village of Oak Park; the Deputy Fire Chief of the Village of Oak Park; the Public Works Director of the Village of Oak Park; a representative from West Suburban Hospital Medical Center; and a representative from Oak Park Hospital. The remaining member shall be a public member appointed by the Village of Oak Park. The Village Manager of the Village of Oak Park shall be an ex officio, nonvoting member of the Board. The Village President shall appoint the Chairperson and Vice Chairperson of the Board.

#### 2-16-3: POWERS AND DUTIES:

The powers and duties of the Emergency-Telephone System Board of Oak-Park, Illinois, shall be as follows: A. Planning an enhanced 911 system for Oak Park, Cook County, Illinois.

B. Coordinating and supervising the implementation, upgrading, or-maintenance of the system, including the establishment of equipment specifications and coding systems.

C. Receiving monies from the surcharge imposed pursuant-to-state-statute, and-from any-other source, for deposit into the emergency telephone system fund.

D. Authorizing all disbursement from the fund in accordance with section 2-16-8 of this article.

E. Hiring, on a temporary basis, any staff-necessary for the implementation or-upgrade of the system.

#### 2-16-4: TERMS:

The term of office for the public member appointed to the Emergency Telephone-System Board shall be four (4) years: Successor appointees shall be appointed for like terms. There shall be no limit in the number of terms a member-may serve.

#### 2-16-5; VACANCIES:

A vacancy on the Board-may be occasioned by the resignation, death, change of residence, physical-or-mental-incapacity, or by the failure of a member-to attend-two (2)-or more consecutive-meetings. The Village President shall have the power to determine the existence of a vacancy. All vacancies shall be filled within sixty (60) days from the date the Village-President determines a vacancy to exist. The replacement-member shall serve the unexpired term of the member who is replaced.

#### 2-16-6; FUND CUSTODIAN:

The Finance Director shall be custodian of the fund:

#### 2-15-7: FUND INTEREST:

All interest accruing on the fund shall remain in the fund.

#### 2-16-8: FUND EXPENDITURES:

A. Expenditures may be made from the fund only to pay for costs associated with the following:

1. The design of the emergency telephone system.

2. The coding in of initial master street address guide database and update and maintenance thereof.

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3. The repayment of any-monies advanced for the implementation of the system.

4. The charges for-automatic number-identification-and-automatic-location-identification equipment and maintenance, replacement and update thereof.

5. The nonrecurring charges related to installation of the emergency telephone system and the ongoing network charges.

6. The acquisition and installation, or the reimbursement of costs therefor to other governmental bodies that have incurred those costs, of road or street signs that are essential to the implementation of the emergency telephone system and that are not duplicative of signs that are the responsibility of the jurisdiction charged with maintaining road and street signs.

7. Other-products and services necessary for the implementation, upgrade and maintenance of the system and any other purpose-related to the operation of the system, including-costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable to the operation of the system. Costs attributable directly to the operation of an emergency telephone system do not include the costs of public safety agency personnel who are, and equipment that is, dispatched in response to an emergency call.

8.—Antiterrorism—or emergency—preparedness measures, including, but not-limited-to, preparedness planning, providing-local-matching funds for federal or-state-grants, personnel training, and-specialized equipment, including-surveillance cameras as needed-to deal with natural and terrorist inspired emergency situations or events.

9. The implementation of a computer aided dispatch system or hosted supplemental 9-1-1 services.

B. The Emergency Telephone System-Board-will-provide the President and Board of Trustees with annual reports of all expenditures made from the fund during the one year period preceding each-report, and shall submit its annual budget to the President and Board of Trustees for approval.

Section 2. Severability and Repeal of Inconsistent Ordinances. 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. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect after its approval, passage and publication as provided by law.

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Absent Abstain Nay Voting Aye President Abu-Taleb X Y Trustee Barber X **Trustee Brewer** X **Trustee Button Ott** X **Trustee Lueck** χ Trustee Taglia X Trustee Tucker

ADOPTED this 17<sup>th</sup> day of April, 2017, pursuant to a roll call vote at follows:

APPROVED this 17th day of April, 2017.

Anan Abu-Taleb, Village President

ATTEST

Teresa Powell, Village Clerk

Published in pamphlet form this 17<sup>th</sup> day of April, 2017.

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Teresa Powell, Village Clerk

#### **RESOLUTION NO. R-23-17**

# A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM AND TERMINATING THE OPERATION OF THE VILLAGE OF FOREST PARK <u>EMERGENCY TELEPHONE SYSTEM BOARD</u>

WHEREAS, the Village of Forest Park ("Village") had previously established an Emergency Telephone System Board (the "Village of Forest Park ETSB"); and

WHEREAS, Section 15.4a of the Emergency Telephone System Act (50 ILCS 750/15.4a) requires the consolidation of the Village of Forest Park ETSB by July 1, 2017; and

WHEREAS, several units of local government have determined that the implementation of a consolidated 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating units of local government; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) and Section 15.4a of the Emergency Telephone System Act (50 ILCS 750/15.4a), the Village is authorized to enter into that certain Intergovernmental Agreement to Establish the West Suburban Consolidated Dispatch 9-1-1 System (the "Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Intergovernmental Agreement provides that all surcharge funds received pursuant to Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) and pursuant to Section 751/17 of the Wireless Emergency Telephone Safety Act (50 ILCS 751/17) shall be transferred to the West Suburban Consolidated Dispatch 9-1-1 System, to be used specifically for paying any financial obligations incurred by the member municipalities of the West Suburban Consolidated Dispatch 9-1-1 System, and the operation of their 9-1-1 Center; and

WHEREAS, effective April 17, 2017, the Village shall suspend the operation of the Village of Forest Park ETSB and become a member of the West Suburban Consolidated Dispatch 9-1-1 System; and

WHEREAS, commencing April 17, 2017, the Village of Forest Park ETSB shall not operate as an Emergency Telephone System Board unless and until the Village terminates its membership in the West Suburban Consolidated Dispatch 9-1-1 System and receives approval from the Illinois Commerce Commission to operate as an emergency telephone system board, or joins a different Joint 9-1-1 Authority, pursuant to 50 ILCS 750/15.4a.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Village Council of the Village of Forest Park, County of Cook, Illinois as follows:

657838.1

<u>Section 1</u>. The foregoing recitals are a material part of this Resolution and are incorporated herein as if they were fully set forth in this Section.

<u>Section 2</u>. The corporate authorities of the Village hereby approve the Intergovernmental Agreement and hereby authorize the Mayor to execute and the Village Clerk to attest, respectively, the Intergovernmental Agreement, on behalf of the Village.

<u>Section 3.</u> The corporate authorities of the Village hereby direct that the Village of Forest Park ETSB shall cease operating as an emergency telephone system board and shall thereafter be dissolved, effective April 17, 2017 or as of the date that the Illinois Commerce Commission authorizes the operation of the West Suburban Consolidated Dispatch 9-1-1 System, whichever is sooner, and upon that same date, Village of Forest Park Ordinance No. O-21-90, which established the Village of Forest Park ETSB shall be rescinded.

<u>Section 4.</u> This Resolution shall be in full force and effect upon its passage and approval, as provided by law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 10<sup>th</sup> day of April, 2017.

AYES: \_\_\_\_\_5

NAYS: \_\_\_\_\_0\_

ABSENT:\_\_\_\_\_0

aldur

Mayor Anthony T. Calderone

ATTEST:

Vanessa Moritz, Village Clerk

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# EXHIBIT "A"

#### WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM INTEGOVERNMENTAL 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:

WHEREAS, the signatories have determined that the implementation of a 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating units of local government; and

WHEREAS, Public Act 99-0006 mandates the consolidation of Emergency Telephone System Boards (ETSBS) and Public Safety Answering Points (PSAPS); and

WHEREAS, Chapter 50, Section 15.4 of the Illinois Compiled Statutes, 50 ILCS 750/15.4, 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.

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

- <u>Venture Established.</u> 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 Emergency Telephone System Act, 50 ILCS 750/15.4a, 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 West Suburban Consolidated Dispatch 9-1-1 System.
- 2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board which shall consist of the Village Manager of the Village of Oak Park, the Village Manager of the Village of River Forest, the Village Manager of the Village Manager of the Village Manager of the Village Manager of the Village of Park Ridge, the Village Manager of the Village of Forest Park and the Executive Director of the West Suburban Consolidated Dispatch 9-1-1 System. Any subsequent participating unit of local government which joins the West Suburban Consolidated Dispatch 9-1-1 System shall be entitled to have one member seated on the Joint Emergency Telephone System Board. Designation of the new participating unit of local government's Board member shall be specified by the participant's enabling ordinance.

- 3. <u>By Laws.</u> The West Suburban Consolidated Dispatch 9-1-1 System shall be subject to and shall be governed by certain By Laws which shall be adopted by the Joint Emergency Telephone System Board together with any amendments which may be made in the manner and means provided in the By Laws.
- 4. <u>Participation</u>. Each participating unit of local government in the West Suburban Consolidated Dispatch 9-1-1 System, and each unit of local government which may hereafter become a participant 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 By Laws.
- 5. <u>Termination</u>. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the By Laws.
- 6. <u>Powers of the Board</u>. The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to, the following:
  - A. Planning a 9-1-1 emergency telephone system.
  - B. Coordination 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.
  - D. Authorizing all disbursements from the 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.
- 7. <u>Amendment.</u> This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.
- <u>Duration</u>. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the By Laws.
- 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.

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- <u>Authorization</u>. 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.
- 11. <u>Effective Date.</u> This Agreement shall become effective on April 1, 2017 and when signed by all respective representatives of the Village of Oak Park, the Village of River Forest, the Village of Elmwood Park, the City of Park Ridge and the Village of Forest Park.

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.

#### VILLAGE OF OAK PARK

Ву: \_\_\_\_\_

ATTEST:

: ' \_

Date:

VILLAGE OF RIVER FOREST

Ву:\_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

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# VILLAGE OF ELMWOOD PARK

Ву:\_\_\_\_\_

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF PARK RIDGE

Ву:\_\_\_\_\_

ATTEST

Date: \_\_\_\_\_

VILLAGE OF FOREST PARK

Ву:\_\_\_\_\_

ATTEST:

Date: \_\_\_\_\_

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## CITY OF PARK RIDGE COOK COUNTY, ILLINOIS

#### **ORDINANCE 2017-19**

## AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH A JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, West Suburban Consolidated 9-1-1 System ("9-1-1 System") operates a full service dispatch center from a facility located at 400 Park Avenue, River Forest, Illinois (the "West Suburban Dispatch Center");

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

WHEREAS, the Villages of Oak Park, River Forest, Elmwood Park and Forest Park and the City of Park Ridge (collectively, the "Parties") have each entered into intergovernmental agreements with the 9-1-1 System (collectively, the "Dispatch Service Agreements"), pursuant to which the 9-1-1 System provides dispatch services to each of the Parties;

WHEREAS, the City of Park Ridge ("City") has an emergency telephone systems board, as defined in the Act, appointed by its corporate authorities;

WHEREAS, Section 15.4 of the Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein;

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

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

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

WHEREAS, the Parties are units of local government, and the City is a home rule municipality;

WHEREAS, the City desires to dissolve its individual emergency telephone system board and establish a joint emergency telephone system board with the Parties and the 9-1-1 System to comply with the consolidation requirements of Section 15.4a of the Act, as described above; and

WHEREAS, the Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement to form and become members of a joint emergency telephone system board.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Park Ridge, in exercise of its home rule authority, that the Intergovernmental Agreement Establishing A Joint Emergency Telephone Systems, attached hereto as Exhibit A and incorporated by reference, is hereby approved; and

BE IT FURTHER ORDAINED by the Mayor and City Council of the City of Park Ridge, in exercise of its home rule authority, that the By-Laws for the West Suburban Consolidated 9-1-1 System Joint Emergency Telephone System Board, attached hereto as Exhibit B and incorporated by reference, is hereby approved; and

BE IT FURTHER ORDAINED that the Mayor and City Council hereby appoint as Board Members representing the City on the joint emergency telephone system board the following employees and/or officers: Acting City Manager Joe Gilmore (Primary), and Police Chief Frank Kaminski (Alternate); and that such appointment(s) shall continue until such time when a successor are appointed; and

BE IT FURTHER ORDAINED, by the Mayor and City Council of the City of Park Ridge, in exercise of its home rule authority, that the City of Park Ridge Emergency Telephone System Board will be and is hereby dissolved as of the date of commencement of the West Suburban Consolidated 9-1-1 System Joint Emergency Telephone System Board as provided in the aforementioned intergovernmental agreement, and that Article 4, Chapter 15 of the Code of Ordinances of the City of Park Ridge will be and is hereby repealed in its entirety.

Approved pursuant to roll call vote this 5<sup>th</sup> day of April, 2017.

AYES:Ald. Moran, Milissis, Van Roeyen, Shubert, Mazzuca, Melidosian, and MaloneyNAYS:NoneABSENT:None

Marty Maloney, Acting Mayor

ATTEST: Betty Hermeman, City Clerk

# RESOLUTION NO. 670 -17

# A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM AND TERMINATING THE OPERATION OF THE VILLAGE OF ELMWOOD PARK EMERGENCY TELEPHONE SYSTEM BOARD

# PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES THIS 20<sup>TH</sup> DAY OF MARCH, 2017

Published in pamphlet form by Authority of the Corporate Authorities of Elmwood Park, Illinois the 20<sup>th</sup> day of March, 2017

# RESOLUTION NO. - 670 -17

# A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM AND TERMINATING THE OPERATION OF THE VILLAGE OF ELMWOOD PARK <u>EMERGENCY TELEPHONE SYSTEM BOARD</u>

WHEREAS, the Village had previously established an Emergency Telephone System Board (the "Village of Elmwood Park ETSB"); and

WHEREAS, Section 15.4a of the Emergency Telephone System Act (50 ILCS 750/15.4a) requires the consolidation of the Village of Elmwood Park ETSB by July 1, 2017; and

WHEREAS, several units of local government have determined that the implementation of a consolidated 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating units of local government; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) and Section 15.4a of the Emergency Telephone System Act (50 ILCS 750/15.4a), the Village is authorized to enter into an Intergovernmental Agreement to establish the West Suburban Consolidated Dispatch 9-1-1 System (the "Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Intergovernmental Agreement provides that all surcharge funds received pursuant to Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) and pursuant to Section 751/17 of the Wireless Emergency Telephone Safety Act (50 ILCS 751/17) shall be transferred to the West Suburban Consolidated Dispatch 9-1-1 System, to be used specifically for paying any financial obligations incurred by the member municipalities of the West Suburban Consolidated Dispatch 9-1-1 System, and the operation of their 9-1-1 Center; and

WHEREAS, effective April 1, 2017, the Village of Elmwood Park shall suspend the operation of the Village of Elmwood Park ETSB and become a member of the West Suburban Consolidated Dispatch 9-1-1 System; and

WHEREAS, commencing April 1, 2017, the Village of Elmwood Park ETSB shall not operate as an Emergency Telephone System Board, unless and until the Village terminates its membership in the West Suburban Consolidated Dispatch 9-1-1 System and receives approval from the Illinois Commerce Commission to operate as an emergency telephone system board, or joins a different Joint 9-1-1 Authority, pursuant to 50 ILCS 750/15.4a.

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

<u>Section 1</u>. The foregoing recitals are a material part of this Resolution and are incorporated herein as if they were fully set forth in this Section.

Section 2. The corporate authorities of the Village of Elmwood Park hereby approve the Intergovernmental Agreement and hereby authorize the Village President to execute and the Village Clerk to attest, respectively, the Intergovernmental Agreement, on behalf of the Village of Elmwood Park.

Section 3. The corporate authorities of the Village of Elmwood Park hereby direct that the Village of Elmwood Park ETSB shall cease operating as an emergency telephone system board and shall thereafter be dissolved, effective April 1, 2017 or as of the date that the Illinois Commerce Commission authorizes the operation of the West Suburban Consolidated Dispatch 9-1-1 System, whichever is sooner, and upon that same date, Village of Elmwood Park Ordinance No.91-27, which established the Village of Elmwood Park ETSB, shall be rescinded.

Section 4. This Resolution shall be in full force and effect upon its passage and approval, as provided by law.

ADOPTED this 20<sup>th</sup> day of March, 2017.

AYES NAYS: ABSENT:

VILLAGÉ

ATTEST:

VILLAGE CLERK

## EXHIBIT "A"

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# WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM INTEGOVERNMENTAL 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:

WHEREAS, the signatories have determined that the implementation of a 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating units of local government; and

WHEREAS, Public Act 99-0006 mandates the consolidation of Emergency Telephone System Boards (ETSBS) and Public Safety Answering Points (PSAPS); and

WHEREAS, Chapter 50, Section 15.4 of the Illinois Compiled Statutes, 50 ILCS 750/15.4, 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.

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

- 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 Emergency Telephone System Act, 50 ILCS 750/15.4a, 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 West Suburban Consolidated Dispatch 9-1-1 System.
- 2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board which shall consist of the Village Manager of the Village of Oak Park, the Village Manager of the Village of River Forest, the Village Manager of the City of Park Ridge, the Village Manager of the Village of Forest Park and the Executive Director of the West Suburban Consolidated Dispatch 9-1-1 System. Any subsequent participating unit of local government which joins the West Suburban Consolidated to have one member seated on the Joint Emergency Telephone System Board. Designation of the new participating unit of local government's Board member shall be specified by the participant's enabling ordinance.

- 3. <u>By Laws.</u> The West Suburban Consolidated Dispatch 9-1-1 System shall be subject to and shall be governed by certain By Laws which shall be adopted by the Joint Emergency Telephone System Board together with any amendments which may be made in the manner and means provided in the By Laws.
- 4. <u>Participation</u>. Each participating unit of local government in the West Suburban Consolidated Dispatch 9-1-1 System, and each unit of local government which may hereafter become a participant 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 By Laws.
- 5. <u>Termination</u>. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the By Laws.
- 6. <u>Powers of the Board.</u> The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to, the following:
  - A. Planning a 9-1-1 emergency telephone system.
  - B. Coordination 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.
  - D. Authorizing all disbursements from the 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.
- 7. <u>Amendment.</u> This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.
- 8. <u>Duration</u>. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the By Laws.
- 9. <u>Enforcement.</u> 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.

- 10. <u>Authorization</u>. 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.
- 11. <u>Effective Date.</u> This Agreement shall become effective on January 1, 2017 and when signed by all respective representatives of the Village of Oak Park, the Village of River Forest, the Village of Elmwood Park, the City of Park Ridge and the Village of Forest Park.

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.

VILLAGE OF OAK PARK

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

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_

## VILLAGE OF RIVER FOREST

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

ATTEST:

Date:

VILLAGE OF ELMWOOD PARK By angle the Minen

ATTEST: <u>Jacko</u> Date: <u>3/21/17</u>

#### CITY OF PARK RIDGE

Ву:\_\_\_\_\_

ATTEST		

Date: \_\_\_\_\_

VILLAGE OF FOREST PARK

Ву:\_\_\_\_\_

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

#### **ORDINANCE NO. 3646**

## AN ORDINANCE AUTHORIZING THE PARTICIPATION IN THE WEST SUBURBAN CONSOLIDATED 9-1-1 SYSTEM JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND DISSOLUTION THE VILLAGE OF RIVER FOREST <u>EMERGENCY TELEPHONE SYSTEM BOARD</u>

WHEREAS, the Village of River Forest (the "Village" or "River Forest") 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) and Ordinance 2409 (adopted December 11, 1990); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist municipalities with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETS Board"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS, the corporate authorities of the Village of Oak Park ("Oak Park"), the Village of Elmwood Park ("Elmwood Park"), the City of Park Ridge ("Park Ridge"), and the Village of Forest Park ("Forest Park"), and the Village (collectively referred to as the "Participating Agencies" or "Villages") comprise the West Suburban Consolidated Dispatch Center ("WSCDC") which was formed by intergovernmental agreement on December 15, 1999 for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 III. Admin. Code. § 725.200(i)) (the "Intergovernmental Agreement"); and

WHEREAS, each of the participating members of WSCDC wish to create a new ETSB which includes Oak Park, Elmwood Park, Park Ridge, Forest Park and River Forest and that members of the WSCDC's Operating Board shall also serve as the members of WSCDC's Joint

Emergency Telephone System Board ("WSCDC JETS Board"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 et seq.); and

WHEREAS, the River Forest Joint Emergency Telephone System Board will terminate the establishment, authority and operational functions, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist; and (2) the termination of its local ETSB will be effective only upon the regulatory approval of the WSCDC's JETS Board by the 9-1-1 Administrator of the Illinois Department of State Police; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), the President and Board of Trustees of the Village of River Forest find that this action is in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public.

## BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST, COOK COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION 1**: The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2**: This Ordinance shall become effective and enforceable only upon the regulatory approval of the WSCDC JETS Board by the 9-1-1 Administrator of the Illinois Department of State Police.

**SECTION 3:** The Village Administrator or his designee is authorized to represent the Village at the WSCDC JETS Board.

SECTION 4: Any ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict.

<u>SECTION 5</u>: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

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

AYES: Trustees Conti, Corsini, Dwyer, and Gibbs

NAYS: None

ABSENT: Trustees Cargie and Colwell-Steinke

APPROVED by me this 13th day of March, 2010

Catherine Adduci, Village President

ATTEST:

Sharon Halperin, Village Clerk