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



State of Illinois

Application for 9-1-1 Modification Plan Long Form

ISP 7-310 (02/25)

INTRODUCTION

The following document provides the application for submitting a 9-1-1 Modification Plan that will supply the Illinois State Police (ISP), the Illinois Commerce Commission (ICC), and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to modify your 9-1-1 system. All modification plans must comply with 83 Ill. Adm. Code Part 1324.300 and 1324.310.

LONG FORM MODIFICATION PLAN:

NOTE: If the modification results in increased network costs for the State, the costs must be pre-approved by the Administrator pursuant to Section 1326.210 before submitting the Modification Plan.

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

- 1. Changing geographic boundaries for wireline, wireless, VoIP, and text where it requires an intergovernmental agreement between 9-1-1 Authorities to modify those boundaries
- 2. Changes in network configuration, or 9-1-1 system provider except as provided for in subsection 1325.200(h), (i.e., implementation of a Next Generation 9-1-1 (NG9-1-1) system)
- 3. Change of Backup PSAP arrangement or Pre-Determined Alternate Route(s).

The Modification Plan must include the following documents:

General Information	Contact and 9-1-1 System information.	
Verification	Notarized statement of truth regarding information provided in the plan.	
Letter of Intent	Letter sent to 9-1-1 System Provider with a copy of the plan.	
Narrative Statement	A detailed summary of the changes to the proposed system's operation.	
Financial Information	A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues. Include the email request and Administrator's approval that support your network costs.	
Communities Served	A list of all communities that are served by the 9-1-1 System.	
Participating Agencies	A list of public safety agencies (Police, Fire, EMS, etc.) who are directly dispatched by the 9-1-1 System.	
Adjacent 9-1-1 Authorities	List all adjacent 9-1-1 authorities that provide call handling and/or aid outside of your jurisdictional boundary.	
Originating Service Providers (OSP)	A list of each OSP's exchange(s), prefix(es), and the 9-1-1 System Providers (OSP) configurations that will be used in the proposed system.	
Test Plan	The 9-1-1 System's overall plan detailing how and to what extent the network and database will be tested. A Test Plan is required for all modifications.	
Zip Codes	List each Zip Code within the 9-1-1 System boundary.	

Attachments (if applicable)

Backup PSAP Agreement	The agreement that establishes back-up service due to interruptions or overflow services between PSAPs.	
	Backup PSAP Agreement is not Changed/Affected by this Modification.	
Call Handling Agreements	Call handling agreements describe the primary and secondary dispatch agreement method(s) to be used by requesting parties within their respective	
	jurisdictions.	
	Call Handling Agreement(s) are not Changed/Affected by this Modification.	
Contracts	The contract for a new NG9-1-1 system provider.	
Network Diagram	Provided by the 9-1-1 system provider showing network, backup configuration and pre-determined alternate route(s).	

Modification Plans must be filed electronically on the ISP's website at: <u>https://isp.illinois.gov/Statewide911Division/ConsolidationPlansAndWaivers</u> where you will see the box below:

Submit Completed 911 Plans/Waivers

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

GENERAL INFORMATION

DATE: _____

SYSTEM NAME	POPULATION SERVED	LAND AREA IN SQ. MILES

LIST PSAPS, SAPS, AND VAPS:	PRIMARY	SECONDARY

911 System Contact:	
Street Address:	
Office Telephone:	
Cellular Telephone:	
Email:	

Please check:

Receive Integrated 9-1-1 Text (SMS) Receive Integrated 9-1-1 Text (RTT) Receive 9-1-1 Videos/Pictures (MMS)

Text Control Center:_____

VERIFICATION

 I, Brent Reynolds
 _______, first being duly sworn upon oath, depose and say that I am Director

 am Director
 _______, of Glenview Public Safety Dispatch ; 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.

Decore of 911

Subscribed and sworn to before me

this <u>28 day of May</u>, 20 <u>25</u>.

NOTARY PUBLIC, ILLINOIS



9-1-1 SYSTEM PROVIDER LETTER OF INTENT

(Date)

(9-1-1 System Provider Company Representative)

(9-1-1 System Provider Company Name)

(Street Address)

(City, State, Zip Code)

Dear _____:

This letter is to confirm our intent to modify our 9-1-1 System. Enclosed is your copy of our Modification Plan to be filed with the Illinois State Police for approval.

Thank you for your assistance in this matter.

Sincerely,

enclosure: Modification Plan

NARRATIVE STATEMENT

Please answer the questions below and provide a detailed summary to assist the Illinois State Police (ISP), the Illinois Commerce Commission (ICC), and the Statewide 9-1-1 Administrator (Administrator) with an understanding of the plan and the nature of the modification as it applies to this application. Please use additional sheets if necessary.

1. Provide the name and contact information for your certified 9-1-1 system, NGCS, and NOC/SOC provider.

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, dependable, and diverse/redundant network and whether other 9-1-1 Authorities will be sharing the equipment.

4. Explain what security measures will be placed on the PSAP's 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.

5. Identify the backup PSAP. (Name and Address)

- 6. Indicate the PSAP Name(s) and Address(es) for your predetermined alternate route(s) or specify if none.
- 7. Explain how split exchanges will be managed.

8. Explain how the GIS database will be maintained and how boundary, address point, and street center line errors will be corrected and updated on a continuing basis.

9. Indicate who will be responsible for updating and maintaining the data. Updates are required whenever there is a change to the Road Centerline layer that includes a new or changed road name(s) or a database change, or annexation that modifies the Law, Fire, or EMS Boundary Layer, and whenever an updated version of the workflow tool is released.

FINANCIAL INFORMATION

Annual Recurring 9-1-1 Network Costs Prior to Modification	\$
Projected Annual Recurring 9-1-1 Network Costs After Modification	\$
Installation Cost of the Project	\$
Additional Recurring Costs as a Result of the Modification – Provide Explanation Below	\$

A summary of anticipated implementation costs and annual operating costs of the modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues. Include the email request and Administrator's approval that support your network costs.



COMMUNITIES SERVED

Provide a list of all communities to be served by the proposed 9-1-1 System. Include the name of the community and the official mailing address including street address, city and zip code.

(ADD ADDITIONAL PAGES AS NEEDED)

CITY, TOWN OR VILLAGE	STREET ADDRESS, CITY, ZIP CODE

PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are directly dispatched by the 9-1-1 System. Do not forget to include County Sheriff's jurisdiction and Illinois State Police Troops, if applicable. Each agency that appears on this list needs to have signed a call handling agreement.

TRANSFER 9-1-1 PARTICIPATING AGENCY STREET ADDRESS, CITY, ZIP CODE ADMINISTRATIVE DIRECT TELEPHONE NO. DISPATCH

(ADD ADDITIONAL PAGES AS NEEDED)

PARTICIPATING AGENCIES CONTINUED

Libertyville Police Dept	200 E Cook Ave Suite 2, Libertyville, 60048	Direct
Libertyville Fire Dept	1551 N Milwaukee Ave, Libertyville, 60048	Direct

ADJACENT 9-1-1 AUTHORITIES

Provide a list of 9-1-1 Authorities that are adjacent to the proposed system's boundaries. Each 9-1-1 Authority that appears on this list needs to have signed a call handling agreement.

AGENCY	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER
· · · · · · · · · · · · · · · · · · ·		

ORIGINATING SERVICE PROVIDERS (OSP)

(Wireline, Wireless, VoIP, Text)

A list of each OSP's exchange(s), prefix(es), and the 9-1-1 System Providers (OSP) configurations that will be used in the proposed system.

(ADD ADDITIONAL PAGES AS NEEDED)

ORIGINATING SERVICE PROVIDER	STREET ADDRESS, CITY, ZIP CODE	TELEPHONE NUMBER

TEST PLAN

 The Test Plan defines testing with all OSPs and Aggregators who are known, including but not limited to, call testing, system overflow, system backup, pre-determined alternate routing, call transfers, NG9-1-1 address components and functionality, Integrated Text to 9-1-1 for Short Message Service (SMS) or Real Time Text (RTT) and if applicable, Multimedia Messaging Service (MMS), measurement tools, reporting solutions and voice and speech quality. The Test Plan should include Failover Test Cases, Network Equipment Test Cases, Call Handling Equipment Test Cases, Call Processing Test Cases including Text and Split Exchange Testing.

2. List wireline exchanges to be tested.

3. List the Wireless, Text and VoIP Carriers to be tested.

ZIP CODES

Provide a list of Zip Codes for the communities within the boundary of your 9-1-1 System along with those being added. The Statewide 9-1-1 Bureau will determine the 9-1-1 Authority's zip code percentage using the NG9-1-1 GIS Address Point data within each Zip Code Boundary.

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

Glenview Public Safety Dispatch

South Center – 2500 East Lake Ave, Glenview, IL 60026 (847-901-6111)

North Center – 1677 Old Deerfield Rd, Highland Park, IL 60035 (847-861-9611)

Receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Glencoe Public Safety (police & fire) - South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-724-2121** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
GKNWW PD	3687	E67
GPSD Fire South	3679	E5F

Glenview Police & Fire - South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-724-2121** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
Glenview PD	3686	E67
GPSD Fire South	3679	E66

Grayslake Police (also serving Hainesville) - South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-223-2341** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
GRPD-1	33378	8262

Highland Park Police & Fire – North Center

Primary: **sip:sos@glvwilps2.lake.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-433-4380** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
ES-DISP1	33361	8251

Highwood Police – North Center

Primary: **sip:sos@glvwilps2.lake.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-604-8992** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
ES-DISP1	33361	8251

Kenilworth Police - South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **224-435-2164** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
GKNWW PD	3687	E67

Lake Bluff Police & Fire - North Center

Primary: **sip:sos@glvwilps2.lake.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-234-2151** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
ES-DISP1	33361	8251

Lake Forest Police & Fire - North Center

Primary: **sip:sos@glvwilps2.lake.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-234-2131** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
ES-DISP1	33361	8251

Lindenhurst Police – South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **224-435-2178** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
GRPD-1	33378	8262

Morton Grove Police - South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-965-2131** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
MG NPD	3684	E64

Niles Police - South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-647-2131** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
MG NPD	3684	E64

Northfield Police - South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-724-4010** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
GKNWW PD	3687	E67

Wilmette Police - South Center

Primary: **sip:sos@glvwilps1.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **224-435-2161** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dec)	Talkgroup ID (hex)
GKNWW PD	3687	E67

Winnetka Police - South Center

Primary: **sip:sos@glvwilpsl.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **224-435-2161** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup D (dee)	Talkgroup ID (hex)
GKNWWPD	3687	E67

AID OUTSIDE JURISDICTION BOUNDARIES

Once an emergency unit is dispatched inresponse 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 nonemergency 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 servicewill be the responsibility of the 9-1-1 authority.

Libertyville Fire Department	Glenview Public Safety Dispatch Center
Public Safety Agency	::-1
By Veller a. amili	
Title VILLage Administrator	Title Director of Public Safety Support Services
Glenview Joint ETSB	

Emergency Telephone System Board

Title Chair

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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Primary: **sip:sos@glvwilpsl.cook.il.us** (State Specific Procedures if radio frequency-identity number, iftalk group-identify name, if telephone-identity telephone number)

Secondary: **847-724-2121** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
GKNWWPD	3687	E67
GPSD Fire South	3679	ESF

Glenview Police & Fire - South Center

Primary: **sip:sos@glvwilpsl.cook.il.us** (State Specific Procedures if radio frequency-identity number, iftalk group-identify name, if telephone-identity telephone number)

Secondary: **847-724-2121** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
Glenview PD	3686	E67
GPSD Fire South	3679	E66

Grayslake Police (also serving Hainesville) - South Center

Primary: **sip:sos@glvwilpsl.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-223-2341** (State Specific Procedures if radio frequency-identity frequency number, iftalk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
GRPD-1	33378	8262

Highland Park Police & Fire - North Center

Primary: **sip:sos@glvwilps2.lake.il.us** (State Specific Procedures if radio frequency-identity number, if talk groupidentify name, if telephone-identity telephone number)

Secondary: **847-433-4380** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
ES-DISPI	33361	8251

Highwood Police - North Center

Primary: **sip:sos@glvwilps2.lake.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-604-8992** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
ES-DISPI	33361	8251

Kenilworth Police - South Center

Primary: **sip:sos@glvwilpsl.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk groupidentify name, iftelephone-identity telephone number)

Secondary: **224-435-2164** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
GKNWWPD	3687	E67

Lake Bluff Police & Fire - North Center

Primary: **sip:sos@glvwilps2.lake.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-234-2151** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup D (dee)	Talkgroup ID (hex)
ES-DISPI	33361	8251

Lake Forest Police & Fire - North Center

Primary: **sip:sos@glvwilps2.lake.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-234-2131** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
ES-DISPI	33361	8251

Lindenhurst Police- South Center

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Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
GRPD-1	33378	8262

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Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)	•
MGNPD	3684	E64	

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Secondary: **847-647-2131** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
MGNPD	3684	E64

Northfield Police - South Center

Primary: **sip:sos@glvwilpsl.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **847-724-4010** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
GKNWWPD	3687	E67

Wilmette Police- South Center

Primary: **sip:sos@glvwilpsl.cook.il.us** (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: **224-435-2161** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
GKNWWPD	3687	E67

Winnetka Police - South Center

Primary: **sip:sos@glvwilpsl.cook.il.us** (State Specific Procedures if radio frequency-identity number, iftalk group-identify name, if telephone-identity telephone number)

Secondary: **224-435-2161** (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

Starcom Talk Group Alias	Talkgroup ID (dee)	Talkgroup ID (hex)
GKNWWPD	3687	E67

AID OUTSIDE JURISDICTION BOUNDARIES

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The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or nonemergency 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 servicewill be the responsibility of the 9-1-1 authority.

Libertyville Police Department	Glenview Public Safety Dispatch Center
Public Safety Agency	::·1A
By All anulu	
Title VITTAL Administrator	Title Director of Public Safety Support Services
Glenview Joint ETSB	
Emergency Telephone System Board	
RD.	

Title Chair

By

RESOLUTION NO. 2025-004

A RESOLUTION APPROVING THE ENTRY OF THE VILLAGE OF LIBERTYVILLE IN THE GLENVIEW JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the Village of Glenview is a home-rule municipality located in Cook County, Illinois; and

WHEREAS, the Village of Glenview operates a full service dispatch center and pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq., entered into intergovernmental agreements ("IGA") with the Village of Grayslake, City of Highland Park, City of Highwood, Village of Lake Bluff, City of Lake Forest, Village of Morton Grove, and the Village of Niles to consolidate their respective dispatch services to form the Glenview Joint Emergency Telephone System Board ("Glenview JETSB"); and

WHEREAS, the Village of Glencoe, Village of Kenilworth, Village of Northfield, Village of Wilmette, Village of Lindenhurst, and the Village of Winnetka joined the Glenview JETSB as subsequent parties; and

WHEREAS, the Village of Libertyville is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village of Libertyville is currently a member of an Emergency Telephone System Board ("JETSB") with the Village of Vernon Hills; and

WHEREAS, the dispatch agreement between the Village of Libertyville and Village of Vernon Hills will terminate on June 30, 2025; and

WHEREAS, the Village of Libertyville and Village of Vernon Hills JETSB is dissolving in its entirety and the Village of Libertyville desires to join the Glenview JETSB; and

WHEREAS, on October 23, 2024 the Village of Libertyville entered into a dispatch services agreement with the Village of Glenview; and

WHEREAS, on May[month] 13[date], 2025, pursuant to Section 8 of the Glenview JETSB IGA, the Village of Libertyville passed Ordinance 25-R-69, a copy of which is attached hereto as **Exhibit A**, which authorized the Village of Libertyville to leave the dissolving JETSB and approving its entry in the Glenview JETSB; and

WHEREAS, Section 8 of the Glenview JETSB IGA further requires the Glenview JETSB Board Members to approve, by vote of a simple majority, whether to admit the applying Village of Libertyville as a subsequent party to the JETSB.

NOW, THEREFORE, BE IT ORDAINED, by the Chair and Board Members of the Glenview JETSB, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated in this Section as

WHEREAS, Section 8.B of the Glenview JETSB IGA requires the Village to approve an resolution approving the IGA and expressing the Village's desire to join the Glenview JETSB; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to approve the IGA and for the Village to join the Glenview JETSB;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, AND STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Approval of Intergovernmental Agreement. The Board of Trustees hereby approves the IGA, in the form attached to this Resolution as **Exhibit A**. By adoption of this Resolution, the Board of Trustees declares the intent and desire of the Village to join the Glenview JETSB.

SECTION 3: Execution of Intergovernmental Agreement. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Glenview JETSB IGA, and all other documentation necessary for the Village to join the Glenview JETSB.

<u>SECTION 4</u>: <u>Effective Date</u>. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF LIBERTYVILLE By Son 19 MUCH A Village President

Attest by Hell and and i Deputy Clerk Village Clerk Date June 3, 2025

GLENVIEW JETSB
By JETSB Chair
Bo
Attest JETSB Secretary
Dale 5 29 25

<u>EXHIBIT A</u>

Village of Libertyville Ordinance 25-R-69

[Attached]

RESOLUTION 25-R-69

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF GLENVIEW FOR PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Village of Glenview ("*Glenview*") operates a full-service dispatch system pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq.; and

WHEREAS, the Village of Glenview entered into an intergovernmental agreement ("*IGA*") with the Village of Grayslake, City of Highland Park, City of Highwood, Village of Lake Bluff, City of Lake Forest, Village of Morton Grove, Village of Niles, Village of Glencoe, Village of Kenilworth, Village of Northfield, Village of Wilmette, Village of Lindenhurst, and the Village of Winnetka (collectively with the Village of Glenview, the "*IGA Parties*") to consolidate their respective dispatch services and establish the Glenview Joint Emergency Telephone Systems Board ("*Glenview JETSB*"); and

WHEREAS, on October 22, 2024, the Village entered into a dispatch services agreement with the Village of Glenview; and

WHEREAS, the Village President and Board of Trustees now desire to join the Glenview JETSB pursuant to the IGA; and

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WHEREAS, Section 8.B of the Glenview JETSB IGA requires the Village to approve an resolution approving the IGA and expressing the Village's desire to join the Glenview JETSB; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to approve the IGA and for the Village to join the Glenview JETSB;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, AND STATE OF ILLINOIS, AS FOLLOWS:

<u>SECTION 1</u>: <u>Recitals</u>. The foregoing recitals are hereby incorporated and fully set forth as findings of the Village of Libertyville President and Board of Trustees.

SECTION 2: Approval of Intergovernmental Agreement. The Board of Trustees hereby approves the IGA, in the form attached to this Resolution as **Exhibit A**. By adoption of this Resolution, the Board of Trustees declares the intent and desire of the Village to join the Glenview JETSB.

SECTION 3: Execution of Intergovernmental Agreement. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Glenview JETSB IGA, and all other documentation necessary for the Village to join the Glenview JETSB.

<u>SECTION 4</u>: <u>Effective Date</u>. This Resolution will be in full force from and after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this 13th day of May, 2025.

AYES: ADAMS, GARRITY, KRUMMICK, MACDONALD, HERRMANN

NAYS: NONE

ABSENT: ROONEY

APPROVED this 13th day of May, 2025.

Donna Johnson, Village President

ATTEST:

EXHIBIT A

<u>IGA</u>

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DISPATCH SERVICES AGREEMENT BETWEEN THE VILLAGE OF GLENVIEW AND THE VILLAGE OF LIBERTYVILLE

THIS AGREEMENT is made as of October 23, 2024, by and between the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("*Glenview*") and the VILLAGE OF LIBERTYVILLE, an Illinois non-home rule municipal corporation ("*Libertyville*"). In consideration of the mutual promises of Glenview and Libertyville (collectively, the "*Parties*") made each to the other and other good and valuable consideration, Glenview and Libertyville hereby agree as follows:

Section 1 Background

- A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Libertyville, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government.
- B. Glenview and Libertyville (sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*") are units of local government. Glenview is an Illinois home rule municipal corporation. Libertyville is an Illinois non-home rule municipal corporation.
- C. Glenview operates full service dispatch centers at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview Facility") and 1677 Old Deerfield Road, Highland Park, Illinois (the "Highland Park Facility"). Specifically, Glenview operates the Glenview and Highland Park Facilities (known collectively as the "Full Service Dispatch Center") as a primary dispatch center and secondary dispatch center for redundancy. Glenview currently provides 9-1-1 call answering and dispatch services to a number of surrounding communities through the Full Service Dispatch Center.
- D. Libertyville is seeking to have unified police, fire, and EMS 9-1-1 call answering and dispatch services performed by Glenview from the Full Service Dispatch Center, on behalf of its Police Department, Fire Department and Public Works Department and other ancillary services (collectively, the "**Dispatch Services**"), as those Dispatch Services are more fully described in Section 2.A of this Agreement.
- E. Glenview and Libertyville have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Libertyville to enter into this Agreement for Glenview to provide Dispatch Services to Libertyville.

Section 2 Provision of Dispatch Services by Glenview and Corresponding Obligations of Libertyville

- A. <u>Operation of Full Service Dispatch Center and Provision of Dispatch Services by</u> <u>Glenview</u>. Glenview shall continue to directly operate the Full Service Dispatch Center to provide Dispatch Services to Libertyville throughout the Initial Term and any Renewal Term pursuant to the terms of this Agreement. Dispatch Services to be provided by Glenview to Libertyville shall include, without limitation, the following, and shall be equal to the service level provided to Glenview's residents and customers:
 - Provide 24-hour a day answering of all emergency 9-1-1 and police non-1. emergency calls; maintain updated telephone lists of Libertyville staff and employees; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview and approved by Libertyville. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time, and a log of all calls shall be provided to Libertyville by Glenview on a guarterly basis or as otherwise reasonably requested by Libertvville. Said log shall be made available to Libertyville upon request within a reasonable time period of no greater than seven (7) days. Recordings of all aspects of each call received for Libertyville (including the incoming phone call, internal Dispatch Center conversations related to the call, outbound phone calls and any and all radio traffic relate to the call) shall be made available as soon as a qualified person is available to provide recordings, unless an emergency exists, to Libertvville upon request for such recording by Libertvville. Additionally. Glenview shall provide Libertyville with call answering performance metrics for Glenview and all other agencies contracting with Glenview for services similar to the Dispatch Services on an annual basis or as otherwise requested in writing by Libertyville, such requests to occur no more often than guarterly. In addition, Glenview will, at all times, comply with the requirements of Part 1325 of Chapter IV of Title 83 of the Illinois Administrative Code regarding the maintenance of a backup public safety answering point ("PSAP") for the Full Service Dispatch Center and maintain a secondary location to serve as the Primary PSAP for the Village in the event that either the Glenview Facility or the Highland Park Facility goes offline;
 - 2. Provide 24-hour a day dispatching for all Libertyville police, fire, emergency medical systems (*"EMS"*), and other public safety services, which shall include any calls transferred from the Lake County Public Safety Answering Point for fire protection services and emergency medical services for the Libertyville Fire Protection District and Rockland Fire Protection District, and after-hours' and emergency notification of Libertyville Public Works as requested by Libertyville. The *"Performance Standard"* for call handling will be procedurally and operationally consistent with contemporary industry recognized standards; as determined by the Association of Public Safety Communications Officials (APCO) or National Emergency Number association (NENA). Glenview agrees to proactively review and take reasonable steps to correct any operational practices in the Dispatch

Center that increase average dispatch times to levels exceeding industry standards, or standards previously agreed to by the Parties, and provide notice of the issue and corrective actions taken to the Libertyville Police Chief and Fire Chief, or their respective designees. Glenview shall provide reporting to Libertyville demonstrating compliance with the Performance Standard described above no less frequently than monthly;

Maintain and operate radio and computer communications with Libertyville for all police, fire, EMS, and other public safety services, and Libertyville Public Works, utilizing dispatching procedures adopted and agreed upon by the Parties. Any proposed changes or additions to the radio channel or talk group used by Libertyville and the Additional Agencies shall be discussed and agreed upon by the Parties;

- 3. Glenview will use best efforts to maintain the following minimum employee staffing levels to provide the Dispatch Services. In the Full Service Dispatch Center, staff at least one (1) telecommunicator per radio channel to provide the Dispatch Services at all times; provided, however, in the event that temporary staffing difficulties caused by an emergency situation that is beyond Glenview's reasonable control prevent such minimum staffing, then Glenview shall notify the Libertyville Village Manager of any circumstances when such minimum staffing level will not be met and the expected duration of any such circumstance. The Parties shall mutually agree upon which of the Glenview and Highland Park Facilities will serve as the primary PSAP from which the Dispatch Services will be provided;
- 4. Provide and continuously update training to all Glenview employees providing the Dispatch Services in the operation of Glenview's Tyler Technologies New World System for Libertyville, as further described in Section 2.B and 2.C of this Agreement, and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.). Documentation and evidence of such training shall be provided by Glenview to Libertyville upon request;
- Perform supervised transfers of 9-1-1 fire rescue calls to the appropriate Fire/EMS rescue agency as required by Illinois Commerce Commission 9-1-1 regulations. The transfer of calls will be consistent with NENA 56-005 and NFPA 1221, and other applicable and recognized industry standards;
- 6. Pursuant to informational materials provided by Libertyville, provide general information to, and answer questions from, callers related to Libertyville public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, Public Works and other Libertyville services; provided, however, that Glenview will only answer non-emergency calls from Libertyville outside of regular Libertyville business hours as advertised by the Village on its website and posted on its facilities, as well as on weekends and designated holidays by Libertyville. Glenview shall not under any circumstances accept payment of any costs, fees, fines or other amounts on behalf of Libertyville;

- 7. No more than seven (7) days following the final day of any month, or upon written request by Libertyville, provide copies of reports regarding service performance metrics, call volume, LEADS reports, officer time usage and any other requested reports;
- 8. Provide warning notifications to the Libertyville community and residents, including without limitation activating community warning sirens and reverse notification calls (e.g. Rave Alert, Everbridge), as requested by Libertyville and in accordance with Libertyville's policies and procedures and only at the direction of Libertyville's Village Administrator, or his/her designee; however, Libertyville shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance and/or relocation of any equipment necessary to activate Libertyville's community warning sirens;
- 9. Maintain a call logging and recording system of all emergency and nonemergency calls and, upon request, provide copies to Libertyville Police, Fire/EMS, and Public Works Departments;
- 10. Provide Libertyville passive electronic remote control monitoring for the Libertyville Police Station, Fire Stations, and Public Works Facility, security system and other Village-controlled facilities as designated by Libertyville, including monitoring the entry to the Libertyville Police Station; provided, however, that Libertyville shall provide the necessary equipment and connections at Libertyville's cost to enable Glenview to accomplish this monitoring. This monitoring will include both video and audio, two-way communications;
- 11. Assist Libertyville in any manner necessary, including cooperating with representatives and assessors with Police and Fire/EMS performance metrics, and taking any other appropriate action, to ensure that Libertyville receives all information necessary to satisfy the applicable agencies' professional accreditation or certification processes. It is understood, however, that Glenview's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police, fire, EMS, and other public safety activities undertaken by Libertyville, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Paragraph 2.A.12 at the request of Libertyville will be done at Libertyville's expense;
- 12. Subject to the obligations of Libertyville described in Section 2.B herein, operate, maintain and manage the Law Enforcement Data System program (*"LEADS"*) and the National Crime Information Center program ("*NCIC*"), including without limitation the following activities:
 - a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations;
- b. Enter into the LEADS or NCIC system information as requested by Libertyville, including without limitation warrants and sex offenders;
- c. Maintain and manage hot files;
- d. Maintain and manage all LEADS and NCIC files;
- e. Remove from the LEADS and NCIC files information and data that is no longer current; and
- f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Libertyville;
- g. Ensure all dispatchers operate in compliance with LEAD standards;
- h. Forward any LEAD bulletins to the designated Libertyville LEAD liaison;
- 13. Maintain and operate mutual aid dispatch services for Libertyville in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("*NIPAS*"), the Illinois Law Enforcement Alarm System ("*ILEAS*"), the Mutual Aid Box Alarm System ("*MABAS*"), the Lake County Major Crimes Task Force (*"LCMCT"*), the Lake County Major Crash Assistance Team (*"LCMCAT*"), and the Illinois Public Works Mutual Aid Network ("*IPWMAN*"), as well as any other applicable public safety organizations; provided, however, that Glenview's obligations in this regard are limited to monitoring, dispatching, documenting and updating of system information, based upon data provided by Libertyville;
- 14. Participate in special events, special assignments, reasonable periodic training exercise programs and scenarios conducted by Libertyville, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation. Costs associated with the attendance of dispatch service employees (including supervisory staff) at special assignments or special events will be borne by Libertyville;
- 15. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Libertyville Police officers and Libertyville Firefighters/EMS personnel on "ride-alongs" to become familiar with local geography and Libertyville Police and Fire/EMS Department procedures. Such "ride-alongs" will be conducted on no less than a semi-annual basis during the first year of the Initial Term (defined herein) and, thereafter, no less than an annual basis, at no additional charge to Libertyville. Periodic attendance at Libertyville Police Department and Libertyville Fire Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement;

- 16. Monitor Libertyville's Automatic License Plate Reader information in accordance with Glenview's standard operating guidelines, which will be provided to Libertyville;
- 17. Cooperate with Libertyville in the preparation of responses to any subpoenas and/or Freedom of Information Act requests concerning the Dispatch Services, including without limitation identifying and providing copies of responsive records (including documents, call logs, call recordings, video recordings). Libertyville will be responsible for completing and transmitting final responses to such subpoenas FOIA requests; in a timely manner, however not in excess of one business day;
- 18. Cooperate with Libertyville in the event that any litigation arises out of or is related to the services provided under this Agreement, including providing records and making employees available for depositions and testimony in accordance with service of legal process, provided that Glenview does not become adverse to Libertyville in any such litigation. For purposes of this Section 2.A.20, Glenview shall cooperate with Libertyville in any litigation or lawsuit filed as a criminal or civil matter in a court of any jurisdiction. This provision shall also apply to any United States, Illinois, County or municipal administrative or guasi-judicial matter.
- B. <u>Obligations of Libertyville</u>. Libertyville agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:
 - 1. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures;
 - 2. Provide timely notification of a Libertyville designee for receiving notice in the absence of the Police Chief or Fire Chief;
 - 3. Provide informational materials on public safety, civic and utility issues for dissemination to residents of Libertyville;
 - 4. Provide proper equipment and connections to enable Glenview to monitor designated security video feeds at Village-controlled facilities;
 - 5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview;
 - 6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements and current MABAS box cards;
 - 7. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof;
 - 8. Enter and manage warrants through New World RMS (defined as New World Records Management System), or other subsequently-implemented records management system; and

- 9. Maintain fire run cards in New World RMS, or other subsequentlyimplemented records management system, with any changes thereto provided to Glenview.
- C. Party Obligations Relating to Tyler Technologies New World System.
 - 1. Glenview will execute with Tyler Technologies an Additional Software License Agreement and any other required documentation to add the necessary licenses for Libertyville to join Glenview's New World System.
 - 2. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintaining the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution (collectively, the "New World System"), to the extent that those components are physically located at one or both locations comprising the Full Service Dispatch Center. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Libertyville, any and all upgrades to the New World System servers.
 - 3. Libertyville shall be responsible for the procurement of all third party software, including updates, upgrades, and service/maintenance packs, and hardware prerequisites required for New World System upgrades to be implemented properly on all Libertyville hardware, including the mobile clients.
 - 4. The parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of that same party. The Parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party desires to utilize a component paid by the implementing party, then the nonimplementing party will agree to reimburse the implementing party for a portion of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

Section 3 Determination and Payment of Costs by Libertyville

A. <u>Quarterly Fee for Dispatch Services</u>. Libertyville agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached *Exhibit A* ("*Quarterly Fee*"), attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each quarter, beginning on the first day of the Initial Term. The provisions of the Local

Government Prompt Payment Act will apply to all payments due under this Agreement.

- B. <u>Additional Expenses</u>. To the extent that this Agreement provides for Libertyville to bear other expenses relating to the Dispatch Services, such other expenses mutually agreed upon shall be due and payable thirty (30) days after Glenview delivers an invoice for such expenses to Libertyville.
- C. <u>Credits Upon Termination</u>. To the extent that this agreement terminates other than upon its expiration or upon termination due to a default of Libertyville, any Quarterly Fee covering a period after the termination date shall be refunded to Libertyville, on a pro rata basis within 60 days.
- A. <u>Capital Charges</u>. The fees set forth in *Exhibit* A reflect certain capital expenses relating to the transition costs for providing Dispatch Services to Libertyville which shall be paid to Glenview no later than July 1, 2025. Except as otherwise expressly provided in this Agreement, Libertyville shall not be responsible for any future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Libertyville.
- B. Except as otherwise expressly provided in this Agreement, Libertyville shall not be responsible for any future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Libertyville.
- C. <u>New Recipients of Dispatch Services</u>. Glenview may enter into agreements with other municipalities or fire protection districts to provide services similar to the Dispatch Services. Glenview agrees to consult with Libertyville prior to executing any agreement for such services. Under any and all circumstances, Glenview represents and warrants that the standards of performance for the Dispatch Services provided to Libertyville shall not diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.

Section 4 Insurance

- A. <u>Coverage Provided</u>. Glenview agrees to provide the following insurance coverages for the Dispatch Services, all of which shall be primary and non-contributory as to Libertyville:
 - 1. Commercial General Liability;
 - 2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
 - 3. First Party Property;
 - 4. Workers' Compensation; and
 - 5. Employers' Liability for employees of Glenview who perform the Dispatch Services under this Agreement.

Such coverages shall be in amounts no less than what Glenview maintains for itself in its normal course of business.

- B. Indemnification.
 - 1. To the fullest extent permitted by law, Glenview does hereby agree to defend, indemnify and hold Libertyville, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Glenview, its officials, employees or agents, in the performance of or with relation to any of the work or services to be performed or furnished by Glenview under this Agreement, except to the extent caused by the negligence or willful misconduct of Libertyville.
 - 2. To the fullest extent permitted by law, Libertyville does hereby agree to defend, indemnify and hold Glenview, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which may arise out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Libertyville, its officials, employees or agents, in the performance of or with relation to the provision of police and fire services or the work or services to be performed or furnished by Libertyville under this Agreement, except to the extent caused by the negligence or willful misconduct of Glenview.
 - Nothing herein shall be deemed to diminish or waive any immunity or defenses available to the Parties under any applicable statute or rule of law.
- C. <u>Proof of Coverage by Glenview</u>. Glenview agrees to furnish to Libertyville certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Libertyville within thirty (30) days after the effective date of this Agreement, and shall name Libertyville as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.
- D. <u>Termination of Coverage</u>. If Glenview's coverage as provided by its insurer is terminated for any reason:
 - 1. Glenview shall promptly notify Libertyville of receipt of any such notice; and
 - 2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers. However, the failure of Glenview to procure or maintain the required or comparable insurance coverage will not relieve Glenview of any of its duties under this Agreement.

E. <u>Coverage by Libertyville</u>. Libertyville agrees to maintain commercial general liability coverage, workers' compensation and employer's liability coverage for its operations. Upon request, Libertyville will provide proof of this insurance to Glenview. Any insurance required to be carried by Libertyville hereunder shall be primary and not excess to any other coverage carried by Glenview in connection with any act or omission on the part of Libertyville in the performance of the obligations of Libertyville under this Agreement, or any obligation related to the provision of police and/or public works services by Libertyville.

Section 5 Promotion of Interaction and Communication

The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Glenview and Libertyville. In addition to those matters otherwise addressed in this Agreement, the Parties establish the following:

- A. <u>Access to Information about Service Delivery</u>. Libertyville shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Libertyville (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.
- B. <u>Complaint Procedure</u>. Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Libertyville when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Libertyville of the actions taken by Glenview to resolve the complaint within seven business days unless dependent on a third party, in which case they will notify the Fire or Police Chief of the progress to date made toward resolution within the seven business day time period.
- C. <u>Regular Meetings</u>. The parties agree that representatives of each of the Parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis, at a minimum of a quarterly basis, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation, issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.
- D. <u>Cybersecurity</u>. The Parties shall immediately notify each other in the event of a cybersecurity attack in which a potential or actual breach of their respective computer networks and or computer systems has occurred. Each Party agrees that its information technology employees and contractors will notify the information technology employees and contractors of the other Party, within one business day, of any information technology or cybersecurity concerns or events that may affect the other Party or the provision of the Dispatch Services.

E. <u>Annual Report</u>. At Libertyville's request, an annual in-person report will be provided to either the Fire and Police Committee or a meeting of the full Village Board on an annual basis.

Section 6 Records

Glenview shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act or to subpoenas issued by a court of competent jurisdiction. All public records will be kept in accordance with the Illinois Local Records Act.

Section 7 Dispute Resolution

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

Section 8 Term; Termination

- A. <u>Term</u>. The initial term of this agreement will commence at midnight on July 1, 2025, and will expire at 11:59 p.m. on June 30, 2034 (*"Initial Term")*; provided, however, that by written agreement of the Glenview Village Manager and the Libertyville Village Administrator, the Initial Term may commence as early as May 1, 2025.
- B. <u>Renewal</u>. The parties may agree to renew or extend the Term of this Agreement upon such terms and conditions as are mutually agreeable (each a *"Renewal Term"*). If the parties agree to renew or extend the Term of this Agreement, they shall negotiate in good faith on all issues, including the issue of the Quarterly Fee, no less than one year prior to the expiration of the then-applicable Initial Term or Renewal Term.
- C. <u>Termination</u>. This Agreement may be terminated pursuant to one of the following procedures:
 - 1. By written notice of no fewer than 365 days after termination is duly authorized by the appropriate legislative action of one of the parties.
 - 2. By written amendment to this Agreement duly authorized by the appropriate legislative action of both Glenview and Libertyville.
 - 3. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.C.3 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement. Further, in the event that this Agreement is terminated pursuant to this Section 8.B.3, Glenview agrees to continue providing the Dispatch Services to Libertyville for the 90-day period immediately following the date of termination, or such other period as agreed to by the Parties, to allow for a smooth transition of Dispatch Services. In that event, all terms of this Agreement shall apply, including but not limited to payment of costs, during such period.
 - 4. The Parties acknowledge and agree that the permanent unavailability of either the New World system or the Highland Park Facility for the performance of the Dispatch Services will automatically constitute the default of this Agreement by Glenview. If Glenview learns or reasonably believes that either the New World System or the Highland Park Facility will become permanently unavailable for any reason, Glenview must

immediately notify Libertyville and cure the default. If such default is not cured within 90 days, as determined by Libertyville in its sole discretion, Libertyville may terminate this Agreement at any time thereafter.

5. In the event Glenview merges its dispatch services with any other dispatch center, Glenview shall notify Libertyville not less than two hundred seventy (270) days prior to the date of such merger, and at any time following receipt of that notice, Libertyville may terminate the Agreement.

Section 9 Unfunded Mandates

The Parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event unfunded mandates arise which impose dispatch service obligations on Glenview over and above current obligations, then the Parties agree to negotiate a sharing of the costs incurred to comply with said mandates.

Section 10 Effective Date

This Agreement shall be effective as of the date it is signed by both parties, and Glenview will begin providing the Dispatch Services on the first day of the Initial Term.

Section 11 General Provisions

A. <u>Notice</u>. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mall, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt, or (c) the date of confirmed e-mail transmission. By notice complying with the requirements of this Section 11.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Glenview 2500 East Lake Avenue Glenview, Illinois 60026 Fax: (847) 724-1518 Attention: Village Manager Email: mformica@glenview.il.us

with a copy to:

Julie Tappendorf

Ancel Glink, P.C. 140 South Dearborn Street, 6th Floor Chicago, Illinois 60603 Email: jtappendorf@ancelglink.com

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

Village of Libertyville 118 W Cook Ave Libertyville, IL 60048 Attention: Village Administrator Email: kamidei@libertyville.com

with a copy to:

Hart M. Passman Elrod Friedman LLP 325 N. LaSalle St., Suite 450 Chicago, Illinois 60654 Email: hart.passman@elrodfriedman.com

- B. <u>Time of the Essence</u>. Time is of the essence in the performance of this Agreement.
- C. <u>Rights Cumulative</u>. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- D. <u>Non-Waiver</u>. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- E. <u>Ownership and Capital Costs</u>. Glenview will own the entire dispatch system, except the radio infrastructure equipment installed in Libertyville and the antennae, which shall be owned and maintained by Libertyville, unless otherwise agreed to in writing by both parties.
- F. <u>Consents</u>. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- G. <u>Governing Law</u>. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

- H. <u>Severability</u>. It is hereby expressed to be the intent of the Parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
- I. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
- J. <u>Interpretation</u>. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- K. <u>Exhibit</u>. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. <u>Amendments and Modifications</u>. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.
- M. <u>Changes in Laws</u>. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- N. <u>Authority to Execute</u>. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- O. <u>No Third Party Beneficiaries</u>. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Libertyville.
- P. <u>Status of Employees</u>. The Glenview employees providing the Dispatch Services under this Agreement shall remain employees of Glenview and nothing herein shall be deemed to create any employer-employee relationship between Libertyville and such employees.
- Q. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which being an original, and all of which together constituting one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, Glenview and Libertyville, respectively, have caused this Agreement to be executed by their respective Village President and attested by their respective Village Clerk as of the day and year first above written.

VILLAGE OF GLENVIEW By Village President Attest Village Clerk

VILLAGE OF LIBERTYVILLE
BY CHARTER AMON
Village President
Attest Margan Clark
Village Clerk

EXHIBIT A

Payment Schedule – Libertyville

To be attached

4874-6540-1072, v. 2

EXHIBIT A PAYMENT SCHEDULE – LIBERTYVILLE

OPERATING PAYMENTS

		Annual Total	Quarter 1	Quarter 2	Quarter 3	Quarter 4
		Period:	(Jan-Feb-Mar)	(Apr-May-Jun)	(Jul-Aug-Sep)	(Oct-Nov-Dec)
		Invoiced:	Jan 1	Apr 1	Jul 1	Oct 1
		Due:	Feb 15	May 15	Aug 15	Nov 15
Year 1	2025	\$362,500			\$181,250	\$181,250
Year 2	2026	\$832,000	\$208,000	\$208,000	\$208,000	\$208,000
Year 3	2027	\$865,280	\$216,320	\$216,320	\$216,320	\$216,320
Year 4	2028	\$899,891	\$224,973	\$224,973	\$224,973	\$224,973
Year 5	2029	\$935,887	\$233,972	\$233,972	\$233,972	\$233,972
Year 6	2030	\$973,322	\$243,331	\$243,331	\$243,331	\$243,331
Year 7	2031	\$1,012,255	\$253,064	\$253,064	\$253,064	\$253,064
Year 8	2032	\$1,052,745	\$263,186	\$263,186	\$263,186	\$263,186
Year 9	2033	\$1,094,855	\$273,714	\$273,714	\$273,714	\$273,714
Year 10	2033	\$1,138,649	\$284,662	\$284,662	\$284,662	\$284,662
10 Veer Total		¢0 467 294				

10-Year Total \$9,167,384

CAPITAL PAYMENTS

July 1, 2025 Not to exceed \$75,000

AN AGREEMENT RELATING TO THE TRANSFER AND REPORTING OF SURCHARGE FUNDS ATTRIBUTABLE TO THE VILLAGE OF LIBERTYVILLE, ILLINOIS

THIS AGREEMENT (the "Agreement") is made and entered into as of the 13th day of May, 2025, (the "Effective Date") by and between the Village of Libertyville and the Glenview Joint Emergency Telephone System Board ("Glenview JETSB") for the purpose of providing for the transfer of and reporting related to certain surcharge funds attributable to the Village of Libertyville, Illinois.

WITNESSETH:

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

WHEREAS, in accordance with the Act, a Joint Emergency Telephone System Board ("JETSB") consisting of the Village of Libertyville and the Village of Vernon Hills was created to serve their respective communities; and

WHEREAS, the JETSB of the Village of Libertyville and the Village of Vernon Hills is dissolving effective June 30, 2025; and

WHEREAS, on October 23, 2024 the Village of Libertyville entered into a dispatch services agreement with the Village of Glenview; and

WHEREAS, on May 13, 2025, the Village of Libertyville approved an ordinance authorizing its departure from the JETSB with the Village of Vernon Hills and authorizing its entry in the Glenview JETSB; and

Section 4. Term. The term of this Agreement shall commence on the Effective Date and shall expire upon termination of the dispatch services agreement between the Village of Glenview and the Village of Libertyville.

Section 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

<u>Section 6</u>. <u>Severability</u>. It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any Court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein and shall be enforced to the fullest extent permitted by law.

<u>Section 7</u>. <u>Governing Law</u>. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, and the proper venue for all disputes shall be the Circuit Court for Cook County, Illinois.

Section 8. Entire Agreement. This Agreement represents the entire agreement between the Village of Libertyville and the Glenview JETSB hereto and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for either party in connection with the negotiation of the terms hereof. No future modification, termination or amendment of this Agreement may be made, except by written agreement executed by the Village of Libertyville and the Glenview JETSB hereto.

Signat Libertyville Signature: Glenview JETSB

Date:

Date:

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