ORDINANCE NO. 2021 - _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT RELATING TO TRANSFER AND REPORTING OF SURCHARGE FUNDS ATTRIBUTABLE TO THE VILLAGE OF ELMWOOD PARK

WHEREAS, the Village of Elmwood Park ("Elmwood Park") seeks to be a Member Municipality of the Proviso-Leyden Joint 9-1-1 Authority (the "Joint 9-1-1 Authority");

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 Joint 9-1-1 Authority is authorized to enter into an intergovernmental agreement to authorize West Suburban Consolidated Dispatch Center ("WSCDC") to transfer Elmwood Park's wireline and hold harmless surcharge funds to the Joint 9-1-1 Authority, in accordance its Bylaws, in substantially the form attached hereto and made a part hereof as Exhibit A;

WHEREAS, such an agreement is necessary in order for the State of Illinois' Office of the Statewide 9-1-1 Administrator to approve the consolidation plan; and

WHEREAS, the Joint 9-1-1 Authority has determined that it is advisable, necessary and in the best interests of the Joint 9-1-1 Authority to enter into an intergovernmental agreement with WSCDC relating to the transfer and reporting of Surcharge Funds attributable to Elmwood Park.

NOW, THEREFORE, BE IT ORDAINED by the Joint 9-1-1 Authority, as follows:

Section 1. The facts and statements contained in the preambles to this Ordinance are considered true and accurate and are hereby incorporated as part of this Ordinance.

Section 2. The Joint 9-1-1 Authority Chairman is hereby directed and authorized to execute, and the Joint 9-1-1 Authority Secretary to attest to, the Intergovernmental Agreement by and between the Joint 9-1-1 Authority and WSCDC relating to the transfer and reporting of Surcharge Funds attributable to Elmwood Park, on behalf of the Joint 9-1-1 Authority, in substantially the form attached hereto and made a part hereof as Exhibit A.

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

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"

AGREEMENT RELATING TO TRANSFER AND REPORTING OF SURCHARGE FUNDS ATTRIBUTABLE TO THE VILLAGE OF ELMWOOD PARK, ILLINOIS

THIS AGREEMENT (the "Agreement") is made and entered into as of the 29TH day of MARCH, 2021 (the "Effective Date") by and between the Proviso-Leyden Joint 9-1-1 Authority ("Proviso-Leyden") and the West Suburban Consolidated Dispatch Center ("WSCDC") for the purpose of providing for the transfer of and reporting relating to certain surcharge funds attributable to the Village of Elmwood Park, Illinois ("Elmwood Park") (Proviso-Leyden and WSCDC are also referred to herein individually as a "party" and collectively the "parties").

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

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

WHEREAS, in accordance with the Act, WSCDC, is a Joint ETSB, and Elmwood Park, along with other municipalities, participates as a member municipality; and

WHEREAS, Elmwood Park has provided notice to WSCDC of its termination from WSCDC; and requested that it be included in Proviso-Leyden, and Proviso-Leyden has agreed to accept the Village into the Cook County 9-1-1 System; and

WHEREAS, to facilitate Elmwood Park's transition from WSCDC to Proviso-Leyden, the parties desire to enter into this Agreement to confirm their understanding that Elmwood Park will cease to be a member of WSCDC and become a member of Proviso-Leyden; that thereafter the boundaries for wireless emergency calls of each party will change such that wireless emergency calls originating in Elmwood Park will be handled by Proviso-Leyden; and, to provide for the transfer to Proviso-Leyden of any funds held by WSCDC attributable to Elmwood Park, including any surcharge funds (such as those funds commonly known as "wireline and hold harmless surcharge funds") and any funds collected after the effective date of Elmwood Park becoming a member of Proviso-Leyden, pursuant to the Act or any other applicable statute or ordinance (the "Funds").

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

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

Section 2. Elmwood Park Opt-Out. Elmwood Park has provided the notice required under applicable WSCDC bylaws to terminate its status as a WSCDC member municipality and

that upon approval of Proviso-Leyden's consolidation plan by the State of Illinois' Office of the Statewide 9-1-1 Administrator, Elmwood Park shall become a member municipality of Proviso-Leyden.

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

Section 4. Transfer of Funds. Once the consolidation plan is approved by the State of Illinois' Office of the Statewide 9-1-1 Administrator, and upon notice from Proviso-Leyden, Funds attributable to Elmwood Park that are currently held by WSCDC shall be transferred to Proviso-Leyden, in accordance with the Act. Thereafter, any Funds attributable to Elmwood Park that are received by WSCDC shall be transferred to Proviso-Leyden.

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

Proviso-Leyden Joint 9-1-1 Authority

By: _____

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

West Suburban Consolidated Dispatch Center

By: BRIAN STAUNTON

Acting on Behalf of:
West Suburban Consolidated Dispatch Center