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

State of Illinois

Application for
9-1-1 Consolidation Plan
INTRODUCTION

The following document provides the application for submitting a 9-1-1 Consolidation Plan that will supply the Department of State Police (Department), the Illinois Commerce Commission (ICC), the Statewide 9-1-1 Advisory Board (Advisory Board) and the Statewide 9-1-1 Administrator (Administrator) with the necessary information about your proposal to consolidate your 9-1-1 system. All consolidations plans must comply with 83 Ill. Adm. Code Part 1324.

The Emergency Telephone System Act ("ETSA" or "Act") (50 ILCS 750) Section 15.4a(b) states that each 9-1-1 authority or qualified governmental entity required to consolidate must file a consolidation plan by July 1, 2016.

There are three consolidation categories. Please find below the documents that need to be included when filing a consolidation plan for each category.

1) Consolidation of an unserved county with an existing 9-1-1 authority and the creation of a Joint ETSB
2) Consolidation of either paper ETSB's or multiple ETSB's resulting in the creation of a Joint ETSB and consolidation of individual PSAP's
3) Consolidation of PSAPs within an ETSB

Consolidation Plans defined under categories 1) and 2) above, must include the following documents when submitting a consolidation plan:

- **General Information**
  - Contact and 9-1-1 System information.

- **Verification**
  - Notarized statement of truth regarding information provided in the plan.

- **Letter of Intent**
  - Letter that is sent to the 9-1-1 System Provider with a copy of the plan.

- **Plan Narrative**
  - A summary of the changes of the proposed system's operation.

- **Financial Information**
  - A summary of anticipated implementation costs and annual operating costs of the consolidated or modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.

- **5-Year Strategic Plan**
  - A detailed plan for implementation and financial projections.

- **Communities Served**
  - A list of all communities that are served by the 9-1-1 System.

- **Participating Agencies**
  - A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.

- **Adjacent Agencies**
  - A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.

- **Attachments (if applicable):**
  
  - **Ordinance**
    - Any local ordinances which dissolve an existing ETSB or creates a new ETSB.
  
  - **Intergovernmental Agreement**
    - Any intergovernmental agreements or MOU's creating a joint ETSB or any other agreements pertinent to the 9-1-1 system.
  
  - **Contracts**
    - Contract(s) with a 9-1-1 system provider or for NG-9-1-1 service.
  
  - **Back-up PSAP Agreement**
    - Establishes back-up and overflow services between PSAPs.
  
  - **Network Diagram**
    - Provided by the 9-1-1 system provider showing trunking routing and backup configuration.
  
  - **Call Handling Agreements**
    - Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
  
  - **Aid Outside Jurisdictional**
    - Aid outside normal jurisdictional boundaries agreements shall provide that once an emergency unit is dispatched in response to a request through the system, such unit
Boundaries shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

Carrier Listing A list of each carrier telephone company(s), exchange(s), prefix(es), and the various 9-1-1 System configurations that will be used in the proposed system.

Test Plan The 911 System's overall plan detailing how and to what extent the network and data base will be tested.

These consolidation Plans must be filed electronically on the Department's website at: http://www.isp.state.il.us/Statewide911/statewide911.cfm where you will see the box below to submit your plan.

Submit Completed 911 Plans/Waivers

The Department and the ICC have 20 days to complete the technical review of your plan. An Administrative Law Judge (ALJ) will then have 20 days to hold a hearing and make a recommendation to the Advisory Board. From that point the Advisory Board has 20 days to hold a public hearing on the plan and provide a recommendation to the Administrator. Upon receipt of the Advisory Board's recommendation, the Administrator will have 30 days to provide a written decision to the applicant.

Consolidations Plans defined under category 3) above do not need to be submitted electronically on the Department's website.

The 9-1-1 Authority must provide written notification to the Administrator at 911_tech_support@isp.state.il.us at least 10 business days prior to making the following changes pursuant to Section 1325.200(h). After review, the Administrator will provide a letter of acknowledgment. The following documents must be included in this notification:

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

Attachments (if applicable):
- Network Diagram Provided by the 9-1-1 system provider showing trunking routing and backup configuration
- Call Handling Call handling agreements shall describe the primary and secondary dispatch method to be used by requesting parties within their respective jurisdictions.
# 911 GENERAL INFORMATION

**DATE:** 04/25/2018

<table>
<thead>
<tr>
<th>Type of Change:</th>
<th>Consolidation within an ETSB</th>
<th>Joint ETSB</th>
<th>Unserved consolidation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current System Name:</strong></td>
<td>Population Served</td>
<td>Land Area in Sq Miles</td>
<td></td>
</tr>
<tr>
<td>Broadview Emergency Telephone System Board</td>
<td>7918</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Maywood Emergency Telephone System Board</td>
<td>24012</td>
<td>2.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>31930</td>
<td>4.5</td>
<td></td>
</tr>
<tr>
<td><strong>System Name after Consolidation:</strong></td>
<td>Eisenhower Emergency Telephone System AKA/&quot;IKE 911&quot;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## PSAP EFFECTED:
(Consolidation Plans Only)

<table>
<thead>
<tr>
<th>PSAP</th>
<th>Consolidation/ Remain Open</th>
<th>Decommission/ Close</th>
<th>Primary</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Broadview PSAP</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Village of Maywood PSAP</td>
<td></td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**911 System Contact:** Paul Kurtzner, Administrative Supervisor & Broadview ETSB Chairperson

**Street Address:** 2350 S 25th Ave

**City, State and Zip Code:** Broadview IL 60155

**Office Telephone:** (708) 345-6550

**Cellular Telephone:**

**Email:** pkurtzner@broadview-il.gov

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**Wireless Coverage for Consolidated System:**

- **100**% Phase II compliant
- **100**% Phase I compliant

**Please check if applicable:**

- [ ] NG9-1-1 capable
- [ ] Receive 9-1-1 Text
- [ ] Receive 9-1-1 Video
VERIFICATION

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

Paul Kurtzner, Chairperson Broadview ETSB

Subscribed and sworn to before me
this 25 day of April, 2018.

Patricia C. Williams
NOTARY PUBLIC, ILLINOIS
04/25/18
(Date)

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

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

4918 W 95th St
(Street Address)

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

Dear Ms Wirtanen:

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

Sincerely,

(Name)
(Title)

enclosure: Consolidation Plan
## 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.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Do all of your PSAPs meet all of the requirements defined in 1325.415 and 1325.515</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>2. Type of Radio/Telecommunications systems compatible with participating and adjacent agencies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- STARCOMM21</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- STARCOMM21 ITTF channels only</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Other, explain below</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Broadview and Maywood are joint participants of Cook County Network 17 for Police operations as well as participants of MABAS Division 20 for Fire/Ambulance operations. No radio modifications required at this time.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200b(3)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4. Have you included maps to show the territory covered by the system?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Have you included a listing of all telephone companies?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Have you included a list of participating and adjacent agencies?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Have you included financial information?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Public education.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>This is an unserved county that will require public education. (See attachment.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is an existing 9-1-1 system(s) and does not require public education.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Training.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>This is an unserved county that will require training. (See attachment.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Use of TTY’s and Training</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>This is a unserved county that will require training. (See attachment.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is an existing 9-1-1 system(s) and does not require internal training/similar/ongoing training for any GIS annexation or change of policy from agencies served.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>12. Have you included call handling and aid outside jurisdictional boundary agreements?</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Have you included a new system diagram?</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13a. Does the new system diagram include all PSAP(s) and backup PSAP location(s)?</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Have or will all areas within the 9-1-1 system be addressed for the database?</td>
<td>X</td>
<td>No</td>
</tr>
<tr>
<td>If no, please explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14a. Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Both systems are currently and will continue to be served by Intrado. Updates and corrections will be forwarded to Intrado when required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Who is the 9-1-1 system provider for your 911 system? Please explain whether the system will be legacy based, next generation based or a combination.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>System is legacy based at this time and provided by AT&amp;T.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AT&amp;T</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4918 W 95th St</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oak Lawn IL 60453</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upon successful equipment testing system will convert to next generation.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NARRATIVE STATEMENT:

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

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

Plan Narrative:

As a result of a change in 911 legislation the Villages of Broadview and Maywood have been forced to consolidate as a result of residential census figures. Both entities filed for waivers citing economic costs and total service population served to no avail. These service population calculations included travelers and response to the Eisenhower Expressway (I290), along with major thoroughfares such as 1st Ave (Illinois Route 171) Roosevelt Road (Illinois Route 38) and Cermak/22nd St (Illinois Route 56); Maybrook Cook County Court/Jail; US Department of Immigration; Loyola Medical Complex; Hines Veterans Administration Hospital; Madden Mental Health Complex; Ronald McDonald House; Proviso East High School and several public and private grammar and middle schools. Three additional major rail road passenger and freight lines also run through the two communities: Union Pacific/Metra Rail, Indiana Harbor Belt Rail and the Chicago Central and Pacific Line.

Since enactment several meetings were held with numerous communities in the western suburbs of Chicago in order to form a Joint Emergency System Board to comply with the residential population mandate. Several municipalities expressed initial interest, however due to political, financial or geographic reasons these entities chose not to pursue a cooperative effort. The Village’s of Broadview and Maywood have determined that it would be in the interest of both of their communities to form the Eisenhower Joint Emergency Telephone System Board and to operate the Eisenhower Emergency Telephone System-Communications Center, or the “IKE 911”.

Both communities share a common radio communications network, geographically border themselves and have a mutual aide agreement in place in regards to Police and Fire responses. The Broadview Public Safety Answering Point also serves as the back up facility for the Maywood Public Safety Answering Point.

Neither community however has the space availability to house a joint operation; they operate separate CAD/RMS and mobile computer systems; phone integration and prisoner monitoring are vital; existing employee loyalty, service and labor contracts also must be taken into consideration.

To resolve these issues an Intergovernmental Agreement was made in which an addition will be placed onto the existing Village of Broadview Municipal Building and purchase of common 911/Communications equipment will be made. Cost of these upgrades will be paid by the Village of Broadview. The Village of Maywood will provide 50% reimbursement of these associated costs.
Narrative Plan:

This new construction is currently estimated to cost between $1,423,000 and $1,532,400 (FGM Architect estimation September 11, 2017). Construction will provide for required space needs, new mechanical, electrical, plumbing and fire protection systems.

It should be noted that a Space Needs Assessment was conducted by FGM Architects in July of 2016.

New NG911 capable equipment, phone, dispatch and radio equipment, consoles and seating will also be obtained with a current cost estimate between $1,381,000 and $1,450,000. (FGM Architect estimation September 11, 2017). While a vendor has been chosen a detailed listing of equipment and specifications is currently not available.

The Village of Maywood has agreed to obtain the same CAD/RMS system currently being used by the Village of Broadview at their own cost. In addition, the Village of Maywood is also obtaining mobile computers for their first responders to access CAD/RMS information for field usage, again at their own cost. The Village of Broadview currently have these capabilities.

Microwave links between the individual Police and Fire Departments have been quoted at a cost of $146,193.50. Village Attorneys have also been instructed to negotiate direct fiber connectivity with our shared local Internet/cable providers.

Employees of the Eisenhower Emergency Communications Center, or the "IKE 911", will be based on a TASK FORCE model. Employee salary and benefits would be the responsibility of that employees hiring community. Employees however will not be agency specific in their answering, dispatch and processing of 911 calls received into the center.

Surcharge funds received by the Eisenhower Joint Emergency Telephone System Board, will not be used for salaries however will be designated for any other expense authorized under the Act.
FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved

Broadview Emergency Telephone System Board

Maywood Emergency Telephone System Board

Total Reserves to be transferred to the Joint ETSB

$0.00

$0.00

Dispatch Staff and Positions

2 Number of answering positions prior to the consolidation (total for all entities)

1 Number of answering positions in the consolidated system

12 Number of full time dispatchers/call takers prior to the consolidation (total for all entities)

12 Number of full time dispatchers/call takers in the consolidated system

0 Number of part time dispatchers/call takers prior to the consolidation (total for all entities)

0 Number of part time dispatchers/call takers in the consolidated system

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

$0.00 0%

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

$0.00 0%

9-1-1 Network Cost (per year)

a) Total network cost for each entity prior to the consolidation

$21,949.92

b) Total network cost of consolidated system

$c$21,949.92

c) Net change in network costs:

$0.00

If no cost savings in network please explain:

With the consolidation of the two entities, there would be no cost reductions as the ANI/ALI/Selective Routing and Wireless Phase 1-2 charges would move from the separate Maywood Account on the ISP bill and added to the Broadview account. Maywood does not have separate wireless trunks.

The costs below are the existing charges today and could be adjusted in 2018 based on access line counts.

Maywood costs today: ANI/ALI/Selective Routing $10,600 annually, Wireless Phase 1-2 $1,621.44 annually.


The combined costs based on existing rates would be: Wireless Alternate routing circuit $3,348 annually, ANI/ALI/Selective Routing estimated $16,200 annually, Wireless Phase 1-2 $2,161.92 annually

*Figures provided by AT&T on 122117
FINANCIAL INFORMATION

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

<table>
<thead>
<tr>
<th>Network Cost</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T Conectivity</td>
<td>$ 21,949.92</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Other Consolidation Cost

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSAP, CPE, CAD Equipment, logging recorders</td>
<td>$ 1,450,000.00</td>
</tr>
<tr>
<td>MSAG and Mapping Development or changes</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Radio Consoles</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Construction or Remodel of PSAP</td>
<td>$ 1,532,400.00</td>
</tr>
<tr>
<td>Personnel</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Other (Please place total amount in the blank at the right and explain below)</td>
<td>$</td>
</tr>
</tbody>
</table>

All equipment costs are totaled into PSAP CPE CAD line.

The Joint Eisenhower Emergency Telephone System Board will seek reimbursement of allowable start up costs via available Illinois State Police Emergency Telephone System Grants

Recurring and Nonrecurring Cost (per year)

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated nonrecurring cost for consolidation</td>
<td>$ 2,982,400.00</td>
</tr>
<tr>
<td>a) Recurring costs prior to consolidations (all entities)</td>
<td>$</td>
</tr>
<tr>
<td>b) Proposed recurring cost for consolidated system</td>
<td>$</td>
</tr>
<tr>
<td>c) Net change in recurring costs: a − b = c</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

Revenue (per year)

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected surcharge revenue</td>
<td>$ 200,000.00</td>
</tr>
<tr>
<td>Projected revenue from local governments</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Projected revenue from other sources (grants)</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Revenue in reserves</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$ 200,000.00</td>
</tr>
</tbody>
</table>
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:

As the Village of Broadview is modifying and constructing an addition onto its existing municipal facility to house the consolidated center, this build out process is estimated to occur over a 12 to 18 month construction schedule. During this time frame each community will be maintaining separate 911 operations. As soon as Communication area of construction is complete, equipment will be installed and functional tests made.

Initial financing for the construction and equipment will be made by the Village of Broadview via General Obligation Bonds. The Village of Maywood will then reimburse the Village of Broadview for 50% of the Communications Center construction and equipment costs.

Due to the financial constraints consolidation will impose on each municipality, grant funds for construction and equipment will be aggressively pursued, upon establishment of the Joint Emergency Telephone System Board.

Based on Public Act 100-20 Estimate Impact of 911 Surcharge Increase to $1.50 projections dated September 15, 2017 the surcharge "estimated disbursements" paid to the Village of Broadview and Village of Maywood will amount to $235,903.00. At this time it is the intent that 60% of these funds be used for future equipment upgrades. The remaining 40% being used for yearly operational costs.

Month 24-36 ETSB Surcharge $141,542
$141,542 Reserve Funds
Month 36-48 ETSB Surcharge $141,542
$283,084 Reserve Funds
Month 48-60 ETSB Surcharge $141,542
$424,626 Reserve Funds
Month 60-72 ETSB Surcharge $141,542
$566,168 Reserve Funds
Month 72-84 ETSB Surcharge $141,542
$707,710 Reserve Funds
Month 85 Reserve Funds used for equipment upgrade
# COMMUNITIES SERVED

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

**USE ADDITIONAL SHEETS AS NECESSARY**

<table>
<thead>
<tr>
<th>City, Town or Village</th>
<th>Street Address, City, Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Broadview</td>
<td>2350 S 25th Ave Broadview IL 60155</td>
</tr>
<tr>
<td>Village of Maywood</td>
<td>40 Madison St Maywood IL 60153</td>
</tr>
</tbody>
</table>

END OF LISTING
## COMMUNITIES SERVED

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

**USE ADDITIONAL SHEETS AS NECESSARY**

<table>
<thead>
<tr>
<th>City, Town or Village</th>
<th>Street Address, City, Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE 14 COMPLETE LISTING</td>
<td></td>
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</tbody>
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|                               |                               |
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.

<table>
<thead>
<tr>
<th>9-1-1 Participant Agencies</th>
<th>Street Address, City, Zip Code</th>
<th>Administrative Telephone No.</th>
<th>Direct Dispatch</th>
<th>Transfer</th>
<th>Call Relay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broadview Police Department</td>
<td>2350 S 25th Ave Broadview IL 60155</td>
<td>(708) 345-6550</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Broadview Fire Department</td>
<td>2400 S 25th Ave Broadview IL 60155</td>
<td>(708) 343-6124</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maywood Police Department</td>
<td>125 S 5th Ave Maywood IL 60153</td>
<td>(708) 450-4470</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maywood Fire Department</td>
<td>700 St Charles Road Maywood IL 60153</td>
<td>(708) 681-8660</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

END OF LISTING
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.

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<th>Transfer</th>
<th>Call Relay</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE 16 COMPLETE LIST</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
ADJACENT AGENCIES LIST

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

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hines Veterans Administration</td>
<td>5000 S 5th Ave Hines Il 60141</td>
<td>(708) 202-2013</td>
</tr>
<tr>
<td>*Federal Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Central Consolidated Communications C</td>
<td>2359 DesPlaines North Riverside Il 60546</td>
<td></td>
</tr>
<tr>
<td>Village of North Riverside</td>
<td>c/o West Central Consolidated Communications Center</td>
<td>(708) 447-9191</td>
</tr>
<tr>
<td>Lyons Township Area Communications Center</td>
<td>304 W Burlington LaGrange Il 60525</td>
<td></td>
</tr>
<tr>
<td>NORCOMM INC</td>
<td>395 W Lake St Elmhurst Il 60126</td>
<td>(708) 547-3500</td>
</tr>
<tr>
<td>Village of Westchester</td>
<td>c/o Norcomm</td>
<td>(708) 345-0060</td>
</tr>
<tr>
<td>Village of Bellwood</td>
<td>c/o Norcomm</td>
<td>(708) 547-3500</td>
</tr>
<tr>
<td>Village of Melrose Park</td>
<td>c/o Norcomm</td>
<td>(708) 344-8409</td>
</tr>
<tr>
<td>West Suburban Consolidated Dispatch</td>
<td>400 Park Ave River Forest Il 60305</td>
<td></td>
</tr>
<tr>
<td>Village of River Forest</td>
<td>c/o West Suburban Consolidated Dispatch</td>
<td>(708) 366-7125</td>
</tr>
<tr>
<td>Village of Forest Park</td>
<td>c/o West Suburban Consolidated Dispatch</td>
<td>(708) 366-2425</td>
</tr>
<tr>
<td>Cook County Sheriff’s Department</td>
<td>9511 W Harrison DesPlaines Il 60016</td>
<td>(847) 294-4733</td>
</tr>
<tr>
<td>Cook County Forest Preserve Police</td>
<td>c/o Cook County Sheriff’s Department</td>
<td>(708) 771-1000</td>
</tr>
<tr>
<td>METRA</td>
<td>c/o Cook County Sheriff’s Department</td>
<td>(312) 322-6777</td>
</tr>
<tr>
<td>Illinois State Police-Chicago</td>
<td>801 S Seventh St SUITE#300-S Springfield Il 62703</td>
<td>(847) 294-4400</td>
</tr>
</tbody>
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ADJACENT AGENCIES LIST

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

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<thead>
<tr>
<th>AGENCY</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAGE 18 FOR LISTING</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# CARRIER LISTING

(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

<table>
<thead>
<tr>
<th>CARRIERS</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T</td>
<td>PO BOX 97061 Redmond WA 98073</td>
<td>(800) 635-6840</td>
</tr>
<tr>
<td>CBeyond</td>
<td>320 Interstate North Parkway Suite 500 Atlanta GA 3033</td>
<td>(866) 424-5100</td>
</tr>
<tr>
<td>Cimco</td>
<td>1901 S Meyers Road Oak Brook Terrace IL 60181</td>
<td>(630) 691-8080</td>
</tr>
<tr>
<td>Focal</td>
<td>9641 82nd Ave Edmonton AB Canada T6C0Z9</td>
<td>(877) 453-8353</td>
</tr>
<tr>
<td>Frontier</td>
<td>63 Stone Street Rochester NY 14646</td>
<td>(877) 262-6822</td>
</tr>
<tr>
<td>Globalcom</td>
<td>461 S Milpitas Blvd Milpitas CA</td>
<td>(800) 589-1631</td>
</tr>
<tr>
<td>McLeod</td>
<td>6306 Highway 90A Sugar Land TX 77478</td>
<td>(800) 332-2385</td>
</tr>
<tr>
<td>MPower</td>
<td>515 S Flower St Los Angeles CA 90071</td>
<td>(213) 213-3000</td>
</tr>
<tr>
<td>Paetec</td>
<td>600 Willowbrook Office Park Fairport NY 14450</td>
<td>(585) 340-2500</td>
</tr>
<tr>
<td>Teleport</td>
<td>AT&amp;T Subsidiary</td>
<td></td>
</tr>
<tr>
<td>World Com</td>
<td>22001 Loudoun County Parkway Ashburn VA 20147</td>
<td>(800) 844-1001</td>
</tr>
<tr>
<td>XO Communications</td>
<td>13865 Sunrise Valley Dr Herndon VA 20171</td>
<td>(703) 547-2000</td>
</tr>
<tr>
<td>Allegiance</td>
<td>707 W Saratoga St Shawnee OK 74804</td>
<td>(800) 937-1397</td>
</tr>
<tr>
<td>Level3</td>
<td>1025 Eldorado Blvd Broomfield CO 80021</td>
<td>(720) 888-2750</td>
</tr>
<tr>
<td>Sprint</td>
<td>6391 Sprint Parkway Overland Park KS 62551</td>
<td>(913) 226-6735</td>
</tr>
<tr>
<td>Verizon</td>
<td>180 Washington Valley Road Bednunster NJ 07921</td>
<td>(866) 730-8154</td>
</tr>
<tr>
<td>Cricket Wireless</td>
<td>10307 Pacific Center Ct San Diego CA 92121</td>
<td>(800) 274-2538</td>
</tr>
<tr>
<td>Comcast</td>
<td>1701 John F Kennedy Blvd Philadelphia PA 19103</td>
<td>(800) 934-6489</td>
</tr>
<tr>
<td>Vonage</td>
<td>23 Main Street Holmdel mNJ 07733</td>
<td>(866) 293-5674</td>
</tr>
<tr>
<td>US Cellular</td>
<td>8410 W Bryn Mawr Ave Chicago IL 60631</td>
<td>(773) 399-8900</td>
</tr>
<tr>
<td>TMobile</td>
<td>4 Sullivan Parkway Parsippany NY 07054</td>
<td>(877) 653-7911</td>
</tr>
</tbody>
</table>
CARRIER LISTING
(Wireline, Wireless, VoIP)

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

(USE ADDITIONAL SHEETS AS NECESSARY)

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<tr>
<td>PAGE 20 COMPLETE KNOWN LIST</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENTS

Ordinance - Documentation that supports the dissolution of the individual ETSB and it’s replacement with a JOINT ETSB per an intergovernmental agreement once the consolidation plan is approved by the Statewide 9-1-1 Administrator.

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

Intergovernmental Agreement - The agreement creating the Joint ETSB.

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

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

1) Description of test plan (back-up, overflow, failure, database).
   All new incoming 911 phone calls that were originally routed to Maywood will be tested.
   Testing of overflow and outage will also occur between the IKE 911 Center and our Back Up facility
   Hillside Emergency Telephone System Board (Hillside Police Department).

2) List wireline exchanges to be tested.
   The wireline ESN that existed to route calls to Maywood will be tested for route accuracy to "IKE
   911" in Broadview.

3) List of wireless and VoIP Carriers to be tested.
   Does not apply Maywood does not have separate Wireless and VoIP ESN's.
RE: Maywood Letter

WIRTANEN, LISA <lb9261@att.com>

Thu 12/21/2017 7:05 AM

To: Paul Kurtzner <pkurtzner@broadview-il.gov>; cpowell@maywoodpolice-il.org <cpowell@maywoodpolice-il.org>; mtjurisik@KTJLAW.COM <mtjurisik@KTJLAW.COM>

1 attachment
BROADVIEW2017MaywoodProposed.pdf;

Paul,

Attached is the proposed Network Diagram which can be used to submit to the ISP for you consolidation plan.

With the consolidation of the two entities, there would be no cost reductions as the ANI/ALI/Selective Routing and Wireless Phase 1-2 charges would move from the separate Maywood Account on the ISP bill and added to the Broadview account. In most consolidation a reduction would be seen the disconnect of Wireless trunks at the closed entity. Maywood does not have separate wireless trunks. The costs below are the existing charges today and could be adjusted in 2018 based on access line counts.

Maywood costs today:
ANI/ALI/Selective Routing - $900 per month, $10,800 annually
Wireless Phase 1-2 - $135.12 per month, $1621.44 annually

Broadview costs today:
ANI/ALI/Selective Routing - $450 per month, $5400 annually
Wireless Phase 1-2 - $45.04 per month, $540.48 annually
$20 per month for Wireless Alternate routing circuit, $240 annually
$279 per month for Wireless trunks(3x$93), $3348 annually

The combined costs based on existing rates would be:
$20 per month for Wireless Alternate routing circuit, $240 annually
$279 per month for Wireless trunks(3x$93), $3348 annually
ANI/ALI/Selective Routing – estimated $1350 per month, $16,200 annually
Wireless Phase 1-2 - $180.16 per month, $2161.92 annually

If you have any questions, please do not hesitate to ask.

Thank you and Happy Holidays,
Lisa

Lisa Wirtanen
9-1-1 Service Executive
Global Public Sector Solutions & Operations

AT&T
4918 W. 95th St. Oak Lawn, IL 60453
o 708.229.0388 | m 708.925.4207 | lb9261@att.com

MOBILIZING YOUR WORLDSM

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From: Paul Kurtzner [mailto:pkurtzner@broadview-il.gov]
Sent: Tuesday, December 19, 2017 1:20 PM
To: WIRTANEN, LISA <lb9261@att.com>
Subject: Maywood Letter

See attached on Maywood Broadview info

PK
FOR 911 EMERGENCY COMMUNICATIONS BACK UP AND OVERFLOW:

This agreement is made between the Eisenhower Joint Emergency Telephone System Board operating the Eisenhower Emergency Communications Center, commonly known as “IKE 911” and the Hillside Police Department, Hillside Emergency Telephone System Board (or their successor entity) for the purposes of handling and routing of 911 emergency calls.

The Eisenhower Emergency Communications Center “IKE 911” upon becoming disabled or unable to handle incoming 911 calls will by a method of direct transfer, route all incoming 911 calls to the Hillside Police Department, Hillside Emergency Telephone System Board (or their successor entity).

Prior to transfer of calls, the Eisenhower Emergency Communications Center “IKE 911” will inform the Hillside Police Department, Hillside Emergency Telephone System Board (or their successor entity) of the situation and the estimated down time for the Eisenhower Emergency Communications Center “IKE 911”.

In the event of an extended or prolonged outage, members of the Eisenhower Emergency Communications Center “IKE 911” will be sent to assist the Hillside Police Department, Hillside Emergency Telephone System Board (or their successor entity) in handling call processing.

Upon restoration of the Eisenhower Emergency Communications Center “IKE 911”, all calls will be routed back and the Hillside Police Department, Hillside Emergency Telephone System Board (or their successor entity) will be advised of such.

In the event that all of the Eisenhower Emergency Communication Center “IKE 911” lines are busy, additional incoming calls will be automatically routed by AT&T to the Hillside Police Department, Hillside Emergency Telephone System Board (or their successor entity). This will only occur when all Eisenhower Emergency Communications Center lines are in use.

IKE 911

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

Hillside Police Department

Acting on Behalf of:
Hillside Emergency Telephone System Board
March 25, 2018

Greetings,

This letter is to advise you that the Village of Broadview and the Village of Maywood have entered into an intergovernmental agreement in order to establish a Joint Emergency Telephone System Board to comply with current state law governing 911 operations.

The Broadview Emergency Telephone System Board and the Maywood Emergency Telephone System Board will be dissolved and the operations of the Boards will be merged to form the Eisenhower Joint Emergency Telephone System Board and to operate the Eisenhower Emergency Communications Center, or the “IKE 911”.

This Joint Eisenhower Emergency Communications Center, or the “IKE 911”, will allow for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 911 services and wireless E911 services.

All calls for the Village of Broadview and the Village of Maywood will be routed to a combined dispatch center which will be located at 2350 S 25th Ave, Broadview, IL 60155.

“IKE 911” is in the process of completing the 911 Consolidation Application which requires us to include Call Handling Agreements with neighboring agencies. Please review the attachment regarding Call Handling Agreements and please, sign and return these agreements to me as soon as possible.

Operation of “IKE 911” will commence upon the completion of a facility build out, placement of NG 911 equipment and compliance testing, which is tentatively scheduled for late Spring of 2019.

Respectfully

Paul Kurtzner

Broadview Police Department

Acting on Behalf of:

Eisenhower Joint Emergency Telephone System Board
FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Joint Emergency Telephone System Board operating the Eisenhower Emergency Communications Center, commonly known as "IKE 911" and the West Suburban Consolidated Dispatch Center serving the communities of Elmwood Park, Forest Park, Oak Park, Park Ridge, and River Forest for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Direct transfer via 911 Trunk Lines

Secondary: Direct radio relay on primary operating band if available or Dispatch to your communications center via telephone call on individually listed emergency telephone lines

AID OUTSIDE JURISDICTION BOUNDARY

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

The Legislative intent is that a 911 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your individuals agency published telephone number.

The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

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

West Suburban Consolidated Dispatch

Brian Staunton, Executive Director
FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Joint Emergency Telephone System Board operating the Eisenhower Emergency Communications Center, commonly known as "IKE 911" and the West Central Consolidated Communications Center (WC3) serving the communities of Brookfield, North Riverside and Riverside for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Direct transfer via 911 Trunk Lines

Secondary: Direct radio relay on primary operating band if available or Dispatch to your communications center via telephone call on individually listed emergency telephone lines

AID OUTSIDE JURISDICTION BOUNDARY

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

The Legislative intent is that a 911 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your individual agency's published telephone number.

The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

Paul Kurtzner

Acting on Behalf of:

Eisenhower Joint Emergency Telephone System Board

---

West Suburban Consolidate Communications

Jason Rodgers, Executive Director
CALL HANDLING AND AID
OUTSIDE JURISDICTIONAL BOUNDARIES
AGREEMENT

FOR 9-1-1 EMERGENCY COMMUNICATIONS

This agreement is made between the Public Safety Answering Point (PSAP), Eisenhower Emergency Communications Center, and the Illinois State Police, District Chicago, for the purpose of effective handling and routing of 9-1-1 Emergency calls.

CALL HANDLING

The Eisenhower Emergency Communications Center, receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: (847)294-4843

Secondary: (847)294-4844

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.

Village of Broadview
By ____________________________
Paul Kurtzner
Title __Chairman, Broadview ETSB________
Date ____________________________

Illinois State Police, District Chicago
By ____________________________
Felix Canizares
Title __Bureau Chief________________
Date 5/18/18

5/18/2018
FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Joint Emergency Telephone System Board operating the Eisenhower Emergency Communications Center, commonly known as "IKE 911" and the Emergency Telephone System Board Enhanced 911 Emergency Service for Cook County serving the Cook County Sheriff's Police, the Cook County Forest Preserve Police as well as Metra Police for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Direct transfer via 911 Trunk Lines
Secondary: Direct radio relay on primary operating band if available or Dispatch to your communications center via telephone call on individually listed emergency telephone lines

AID OUTSIDE JURISDICTION BOUNDARY

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

The Legislative intent is that a 911 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your individual agency's published telephone number.

The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

[Signature]

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

Cook County Sheriff's Police Department

[Signature]

Martin Bennett, Executive Director
Emergency Communications/911 Center
Eisenhower Emergency Communications Center
"IKE 911"
Serving the Communities of Broadview and Maywood Illinois

FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Joint Emergency Telephone System Board operating the Eisenhower Emergency Communications Center, commonly known as "IKE 911" and NORCOMM Public Safety Communications, Inc agent for the Proviso-Leyden Joint 911 Authority serving the communities of Bellwood, Franklin Park, Melrose Park, River Grove and Westchester for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Direct transfer via 911 Trunk Lines
Secondary: Direct radio relay on primary operating band if available or Dispatch to your communications center via telephone call on individually listed emergency telephone lines

AID OUTSIDE JURISDICTION BOUNDARY

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

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The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

[Signature]
Paul Kurtzner
Acting on Behalf of:
Eisenhower Joint Emergency Telephone System Board

NORCOMM Public Safety Communications, Inc

[Signature]
Donald J. Nielsen, Executive Director
Acting on Behalf of:
Proviso-Leyden Joint 911 Authority
FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Joint Emergency Telephone System Board operating the Eisenhower Emergency Communications Center, commonly known as "IKE 911" and the Lyons Township Area Communications Center (LTACC Communications Center) serving the communities of LaGrange, LaGrange Park and Western Springs for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Direct transfer via 911 Trunk Lines

Secondary: Direct radio relay on primary operating band if available or Dispatch to your communications center via telephone call on individually listed emergency telephone lines

AID OUTSIDE JURISDICTION BOUNDARY

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The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

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

LTACC Communications Center

Kimberly A Knutsen, Executive Director
FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Emergency Communications Center "IKE 911" and the Broadview Fire Department for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Individual Station Paging System-Tone Outs
Secondary: MABAS Division 20 Radio Network

AID OUTSIDE JURISDICTION BOUNDARY

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

The Legislative intent is that a 911 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your individual agency's published telephone number.

The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

Paul Kurtzner
Broadview Police Department
Acting on Behalf of:
Eisenhower Joint Emergency Telephone System Board

Broadview Fire Department
Tracy Kenny
Fire Chief
FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Emergency Communications Center "IKE 911" and the Broadview Police Department for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Direct Dispatch of Officers to the scene of the incident via Cook County Radio Network 17-A or its back up frequency Cook County Radio Network 17-B.

Secondary: Other forms of communication to include IWIN Laptop Computers and Officer cell phones.

AID OUTSIDE JURISDICTION BOUNDARY

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

The Legislative intent is that a 911 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your individual agency’s published telephone number.

The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

Paul Kurtzner
Broadview Police Department

Broadview Police Department

Acting on Behalf of:

Eisenhower Joint Emergency Telephone System Board

Broadview Police Department

Chief of Police
Eisenhower Emergency Communications Center
"IKE 911"
Serving the Communities of Broadview and Maywood Illinois

FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Emergency Communications Center "IKE 911" and the Maywood Police Department for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Direct Dispatch of Officers to the scene of the incident via Cook County Radio Network 17-A or its back up frequency Cook County Radio Network 17-B.

Secondary: Other forms of communication to include IWIN Laptop Computers and Officer cell phones.

AID OUTSIDE JURISDICTION BOUNDARY

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

The Legislative intent is that a 911 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your individual agency's published telephone number.

The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

Paul Kurtzner

Broadview Police Department

Maywood Police Department

Valdimir Talley

Chief of Police

Acting on Behalf of:

Eisenhower Joint Emergency Telephone System Board
FOR 911 EMERGENCY COMMUNICATIONS

This agreement is made between the Eisenhower Emergency Communications Center "IKE 911" and the Maywood Fire Department for the purposes of handling and routing of 911 emergency calls.

CALL HANDLING

IKE 911 upon receiving a call for emergency services in your jurisdictions shall dispatch the call in the following manner:

Primary: Individual Station Paging System-Tone Outs
Secondary: MABAS Division 20 Radio Network

AID OUTSIDE JURISDICTION BOUNDARY

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

The Legislative intent is that a 911 be used for emergency calls only. Therefore all calls of an administrative or non-emergency nature shall be referred to your individual agency's published telephone number.

The PSAP center agrees to keep all records, times and places of calls. All records will be available to participants of the 911 system.

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

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

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

IKE 911

Paul Kurtzner

Broadview Police Department

Acting on Behalf of:

Eisenhower Joint Emergency Telephone System Board

Maywood Fire Department

Craig Bronaugh

Fire Chief
ORDINANCE NO. CO-2018-06

AN ORDINANCE AMENDING TITLE II (BOARDS AND COMMISSIONS), CHAPTER 9 (EMERGENCY TELEPHONE SYSTEM BOARD), SECTIONS 2-9-1 (CREATION OF BOARD; APPOINTMENT OF MEMBERS), 2-9-2 (DUTIES OF BOARD) AND 2-9-3 (EMERGENCY TELEPHONE SYSTEM FUND) OF THE BROADVIEW MUNICIPAL CODE TO DISSOLVE THE BROADVIEW EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF BROADVIEW'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE "EISENHOWER EMERGENCY COMMUNICATION CENTER" OR THE "IKE 911 CENTER".

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the "Village") is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, the Village of Broadview (the "Village" or "Broadview") previously established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title II (Boards and Commissions), Chapter 9 (Emergency Telephone System Board), Sections 2-9-1 (Creation of Board, Appointment of Members), 2-9-2 (Duties of Board) and 2-9-3 (Emergency Telephone System Fund) of the Broadview Municipal Code of 2000, as amended (the "Code"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 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) (the “Act”), authorizes two or more municipalities that impose a surcharge pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) to establish by intergovernmental agreement a “Joint Emergency Telephone System Board” (“JETSB”), 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 Maywood (“Maywood”), and the Village (collectively referred to as the “Participating Members” or “Villages”) have each agreed to adopt resolutions that approve an intergovernmental agreement to provide for the establishment of an intergovernmental cooperative venture known as the “Eisenhower Emergency Communication Center” (also referred to as “IKE 911 Center”) 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 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
WHEREAS, in accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and as set forth under Article I (IKE Joint Emergency Telephone System Board Established), Section 1.3 (Termination of Local ETSBS) of the Intergovernmental Agreement, the Villages agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2017/2018 ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the IKE 911 Center and the regulatory approval of the IKE 911 Center by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP 9-1-1 Administrator"); and

WHEREAS, under Article I (IKE Joint Emergency Telephone System Board Established) of the Intergovernmental Agreement, the membership of the IKE Joint Emergency Telephone System Board ("IKE JETSB") is described and is compliant with the applicable provisions of the Emergency Telephone System Act (50 ILCS 750/1, et seq.); and

WHEREAS, the President and Board of Trustees of the Village of Broadview desire to amend the provisions of Title II (Boards and Commissions), Chapter 9 (Emergency Telephone Systems Board), Sections 2-9-1 (Creation of Board, Appointment of Members), 2-9-2 (Duties of Board) and 2-9-3 (Emergency Telephone System Fund) of the Code to recognize the Village’s participation in the Intergovernmental Agreement and
the proposed establishment of IKE JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, 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 in its current 2017/2018 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the IKE 911 Center and the regulatory approval of the IKE 911 Center and the IKE 911 JETSB by the IDSP 9-1-1 Administrator; and

WHEREAS, the President and Board of Trustees of the Village of Broadview desire to amend the applicable provisions of its Municipal Code to recognize the Village’s participation in the Intergovernmental Agreement and the proposed establishment of IKE JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by Broadview, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2017/2018 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the IKE 911 Center and the regulatory approval of the IKE 911 Center and the IKE 911 JETSB by the IDSP 9-1-1 Administrator; and

WHEREAS, in order to participate in the IKE 911 Center under the Intergovernmental Agreement, each of the Villages are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; 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 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 2605/2605-52 (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 Broadview find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below.

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

**ARTICLE I.**
**IN GENERAL**

**Section 01.** Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

**Section 02.** Purpose.

The purpose of this Ordinance is to recognize the Village’s participation in the Intergovernmental Agreement and the proposed establishment of IKE JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, to authorize the President or her designee to take all steps necessary to carry out the terms of the Intergovernmental Agreement and to ratify any steps taken to effectuate those goals.
Section 03. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois, the Illinois Compiled Statutes and applicable provisions of the Illinois Administrative Code.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Sections 05-09. Reserved.

ARTICLE II.

AMENDMENT OF TITLE II (BOARDS AND COMMISSIONS), CHAPTER 9 (EMERGENCY TELEPHONE SYSTEMS BOARD), SECTIONS 2-9-1 (CREATION OF BOARD, APPOINTMENT OF MEMBERS), 2-9-2 (DUTIES OF BOARD) AND 2-9-3 (EMERGENCY TELEPHONE SYSTEM FUND)

Section 10. Amendment of Title II (Boards and Commissions), Chapter 9 (Emergency Telephone Systems Board), Sections 2-9-1 (Creation of Board, Appointment of Members), 2-9-2 (Duties of Board) and 2-9-3 (Emergency Telephone System Fund).

Subject to the conditions set forth below in Section 10.1 of this Ordinance Title II (Boards and Commissions), Chapter 9 (Emergency Telephone Systems Board), Sections 2-9-1 (Creation of Board, Appointment of Members), 2-9-2 (Duties of Board) and 2-9-3 (Emergency Telephone System Fund) of the Broadview Code of Ordinances ("Village Code"), as amended, shall be stricken and amended as follows:

2-9-1: CREATION OF BOARD, APPOINTMENT OF MEMBERS:

There is hereby established an Emergency Telephone System Board consisting of five (5) members who shall be appointed by the President with the consent of the Board of Trustees. One member of the Board shall represent the Village residents and the other four (4) members shall be representatives of the public safety agency 9-1-1 users appointed on the basis of their ability and experience. The Village resident member shall serve on the Board for a term or until successor
is appointed and qualified. The representatives of the public safety agency users shall include a representative of the following: the Fire Chief and one officer of the Fire Department; the Police Chief and one officer of the Police Department. The Chiefs of each department shall serve for two (2) year terms or until their successors are appointed and qualified. The command officers shall serve for one-year terms or until their successors are appointed and qualified. Members shall serve without compensation. Reimbursement for actual and necessary expenses of Board members shall be made.

2.9.2: DUTIES OF BOARD:
The duties of the Board shall be the following:

A. Planning the 9-1-1 system.

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

C. Receiving monies from the surcharge imposed by 50 Ill. C.S. 750/15.3 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 initial implementation of the system.

2.9.3: EMERGENCY TELEPHONE SYSTEM FUND:

All monies received by the Board pursuant to the surcharge shall be deposited into a separate fund known as the Emergency Telephone System Fund. The Treasurer of the Municipality shall be custodian of the Fund. All interest shall accrue to the Fund.

All expenditures shall be made only upon direction of the Emergency Telephone System passed by a majority of all members. Expenditures shall be made only for the following purposes:

A. The design of the Emergency Telephone System.

B. The coding of an initial master street address guide database, and update and maintenance thereof.

C. The repayment of any monies advanced for the implementation of the system.
D. The charges for automatic number identification and automatic location identification equipment, and maintenance, replacement and update thereof.

E. The nonrecurring charges related to installation of the Emergency Telephone System and the ongoing network charges.

F. 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 directly 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.

Section 2-9-1 JOINT EMERGENCY TELEPHONE SYSTEM BOARD

A. ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

1. Establishment: Pursuant to Resolution No. 2018-22 (adopted on April 2, 2018), the Village approved an intergovernmental agreement entitled "Intergovernmental Agreement Establishing The IKE Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points And The Eisenhower Emergency Communication Center" ("IKE 911 Center") (Participating Members: Village Of Broadview And The Village Of Maywood)". (the "Intergovernmental Agreement") that provided for the establishment of an intergovernmental cooperative venture known as the "Eisenhower Emergency Communication Center" (also referred to as the "IKE 911 Center") 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"). The Intergovernmental Agreement also provided for the creation of the IKE Joint Emergency Telephone System Board.

2. Membership; Authority and Duties: The members of IKE Joint Emergency Telephone System Board shall be comprised of the appointed public safety employees from the Participating Members (e.g., Fire Chiefs and Police Chiefs) plus an appointed public member and an appointed PSAF representative. The authority and duties of the IKE Joint Emergency Telephone System Board and its members shall be governed by the applicable provisions of the Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.
B. DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

1. Dissolution of Local ETSB: Pursuant to Ordinance No. (adopted April 2, 2018), the Village’s ETSB was dissolved effective upon the date of the regulatory approval of the IKE 911 Center and the IKE JETSB by the 9-1-1 Administrator of the Illinois Department of State Police.

2. Re-instatement of Local ETSB: In the event the Village withdraws from participation in the IKE 911 Center, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ETSB or join another joint emergency telephone system board.

C. USE OF ETSB FUNDS; SURCHARGE FUNDS:

1. Use of ETSB Funds: Under the Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2017/2018 ETSB budget in accordance with the applicable laws, including 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.), except that upon termination of the Village’s ETSB, any reserve funds held by the Village ETSB shall be remitted to the IKE JETSB in compliance with the Intergovernmental Agreement, specifically Section 6.3(G).

2. Surcharge Funds: Upon dissolution of the Village’s ETSB and subject to the terms of the Intergovernmental Agreement and the Village’s continued participation in the IKE JETSB, all monies received or collected by the Village that are intended to be used to pay for the operation and maintenance of the IKE 911 Center and its System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), 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.), shall be transferred to the IKE JETSB for deposit and expenditure by the IKE JETSB in accordance with the Intergovernmental Agreement and applicable federal or State law.

Section 10.1:

This Ordinance shall become effective and enforceable only upon the following conditions being met:

9
A. Adoption by each of the Participating Members of a resolution approving the Intergovernmental Agreement.

B. Adoption by the other Participating Agency (Village of Maywood) of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.

C. Regulatory approval of the IKE 911 Center and the IKE JETSB by the 9-1-1 Administrator of the Illinois Department of State Police.

ARTICLE III.

HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 12. Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect. All code provisions, ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 13. Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)
ADOPTED by the Village Board of the Village of Broadview, Cook County, Illinois on this 2\text{nd} day of April 2018, pursuant to a roll call vote, as follows:

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SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS 2\text{nd} DAY OF April 2018.

APPROVED,

[Signature]

VILLAGE PRESIDENT

ATTEST:  

[Signature]

Village Clerk

Recorded in the Municipal Records:

Published in Pamphlet Form:
ORDINANCE NO. 2017-47

AN ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 31 (DEPARTMENTS, BOARDS, AND COMMISSIONS), SECTION 31.22 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE MAYWOOD MUNICIPAL CODE TO DISSOLVE THE MAYWOOD EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF MAYWOOD’S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE “EISENHOWER EMERGENCY COMMUNICATION CENTER” OR THE “IKE 911 CENTER”

(Village of Maywood, Cook County, Illinois)

WHEREAS, the Village of Maywood (the “Village” or “Maywood”) has established and operated an Emergency Telephone System Board (“ETSB”) pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title III (Administration) Chapter 31 (Departments, Boards, and Commissions), Chapter 31.22 (Emergency Telephone System Board) of the Maywood Municipal Code of 1997, as amended (the “Code”); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 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) (the “Act”), 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” (“JETSB”), 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 Broadview (“Broadview”), and the Village (collectively referred to as the “Participating Members” or “Villages”) have each agreed to adopt resolutions that approve an intergovernmental agreement to provide for the establishment of an intergovernmental cooperative venture known as the “Eisenhower Emergency Communication Center” (also referred to as “IKE 911 Center”) 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 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 "Intergovernmental Agreement"); and

WHEREAS, in accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and as set forth under Article I (IKE Joint Emergency Telephone System Board Established), Section 1.3 (Termination of Local ETSBS) of the Intergovernmental Agreement, the Villages agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2017/2018 ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the IKE 911 Center and the regulatory approval of the IKE 911 Center by the 9-1-1 Administrator of the Illinois Department of State Police ("IDSP 9-1-1 Administrator"); and

WHEREAS, under Article I (IKE Joint Emergency Telephone System Board Established) of the Intergovernmental Agreement, the membership of the IKE Joint Emergency Telephone System Board ("IKE JETS B") is described and is compliant with the applicable provisions of the Emergency Telephone System Act (50 ILCS 750/1 et seq.); and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to amend the provisions of Title III (Administration), Chapter 31 (Departments, Boards, and Commissions), Section 31.22 (Emergency Telephone System Board) of the Code to recognize the Village's participation in the Intergovernmental Agreement and the proposed establishment of IKE JETS B, and to terminate the establishment, authority and operational functions of its local ETSB, 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 in its current 2017/2018 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the IKE 911 Center and the regulatory approval of the IKE 911 Center and the IKE 911 JETS B by the IDSP 9-1-1 Administrator; and

WHEREAS, the President and Board of Trustees of the Village of Broadview desire to amend the applicable provisions of its Municipal Code to recognize the Village's participation in the Intergovernmental Agreement and the proposed establishment of IKE JETS B, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by Broadview, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2017/2018 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the IKE 911 Center and the regulatory approval of the IKE 911 Center and the IKE 911 JETS B by the IDSP 9-1-1 Administrator; and

WHEREAS, in order to participate in the IKE 911 Center under the Intergovernmental Agreement, each of the Villages are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; 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 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 Maywood find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, ASfollows:

SECTION 1: Each of the Whereas paragraphs set forth above are incorporated by reference into this Section 1 and made a part hereof.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Title III (Administration), Chapter 31 (Departments, Boards, and Commissions), Section 31.22 (Emergency Telephone System Board) of the Maywood Municipal Code of 1997, as amended, shall be further amended to read in its entirety as follows:

“Section 31.22 Joint Emergency Telephone System Board

(A) ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

(1) Establishment. Pursuant to Resolution No. 17-???? (adopted on December 19, 2017), the Village approved an intergovernmental agreement entitled “Intergovernmental Agreement Establishing The IKE Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points And The ‘Eisenhower Emergency Communication Center’ ("IKE 911 Center") (Participating Members: Village Of Broadview And The Village Of Maywood)” (the “Intergovernmental Agreement”) that provided for the establishment of an intergovernmental cooperative venture known as the “Eisenhower Emergency Communication Center” (also referred to as the “IKE 911 Center”) 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”). The Intergovernmental Agreement also provided for the creation of the IKE Joint Emergency Telephone System Board.

(2) Membership; Authority and Duties. The members of IKE Joint Emergency Telephone System Board shall be comprised of the appointed public safety employees from the Participating Members (e.g., Fire Chiefs and Police Chiefs) plus an appointed public member and an appointed PSAP representative. The authority and duties of the IKE Joint Emergency Telephone System Board shall be governed by the applicable provisions
of the Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

B. DISSOLUTION OF LOCAL ETSB; RE-INSTAMENT:

(1) Dissolution of Local ETSB. Pursuant to Ordinance No. 17-???? (adopted December 23, 2017), the Village’s ETSB was dissolved effective upon the date of the regulatory approval of the IKE 911 Center and the IKE JETSB by the 9-1-1 Administrator of the Illinois Department of State Police.

(2) Re-instatement of Local ETSB. In the event the Village withdraws from participation in the IKE 911 Center, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ETSB or join another joint emergency telephone system board.

C. USE OF ETSB FUNDS; SURCHARGE FUNDS:

(1) Use of ETSB Funds. Under the Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2017/2018 ETSB budget in accordance with the applicable laws, including 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.).

(2) Surcharge Funds. Upon dissolution of the Village’s ETSB and subject to the terms of the Intergovernmental Agreement and the Village’s continued participation in the IKE JETSB, all monies received or collected by the Village that are intended to be used to pay for the operation and maintenance of the IKE 911 Center and its System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), 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.), shall be transferred to the IKE JETSB for deposit and expenditure by the IKE JETSB in accordance with the Intergovernmental Agreement and applicable federal or State law."

SECTION 3: This Ordinance shall become effective and enforceable only upon the following conditions being met:

A. Adoption by each of the Participating Members of a resolution approving the Intergovernmental Agreement.

B. Adoption by the other Participating Agency (Village of Broadview) of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.
C. Regulatory approval of the IKE 911 Center and the IKE JETSB by the 9-1-1 Administrator of the Illinois Department of State Police.

SECTION 4: To the extent necessary, all tables of content, indexes, headings and internal references or cross-references to sections contained in the Maywood Municipal Code of 1997, as amended, shall be amended by the Village's codifier so as to be consistent with the amendments set forth in this Ordinance.

SECTION 5: Any ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the above amendments, all Chapters and Sections of the Municipal Code of the Village of Maywood of 1997, as amended, shall remain in full force and effect.

SECTION 6: 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 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, K. Wellington, M. Lightford and R. Rivers

NAYS: None

ABSENT: A. Sanchez

PASSED by the Board of Trustees of the Village of Maywood, Cook County, Illinois at a Regular Meeting thereof, held on the 19th day of December, 2017, and approved by me as Village President on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

This Ordinance was published by me in pamphlet form on the 19th day of December, 2017.

Viola Mims, Village Clerk
STATE OF ILLINOIS  
COUNTY OF COOK  

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

Ordinance No. CO-2017-27

ORDINANCE AMENDING TITLE III (ADMINISTRATION), CHAPTER 31 (DEPARTMENTS, BOARDS, AND COMMISSIONS), SECTION 31.22 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE MAYWOOD MUNICIPAL CODE TO DISSOLVE THE MAYWOOD EMERGENCY TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF MAYWOOD'S PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS THE "EISENHOWER EMERGENCY COMMUNICATION CENTER" OR THE "IKE 911 CENTER"

(Village of Maywood, Cook County, Illinois)

which Ordinance was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 19th day of December, 2017, at which meeting a quorum was present, and approved by the Village President of the Village of Maywood on the 19th day of December, 2017.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, K. Wellington. M. Lightford and R. Rivers
NAYS: None
ABSENT: A. Sanchez

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 20th day of December, 2017.

Viola Mims, Village Clerk

[Seal]
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS AND THE “EISENHOWER EMERGENCY
COMMUNICATION CENTER” (“IKE JETS B”)
(Atticipating Members: Village of Broadview and the Village of Maywood)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement” or “IGA”) is entered into on the Effective
Date hereinafter set forth, by the Village of Broadview, a non-home rule Illinois municipal corporation
(“Broadview”) and the Village of Maywood, a home rule Illinois municipal corporation (“Maywood”)
(collectively referred to as the “Participating Members” or “Initial Participating Members”), to provide for
the establishment of an intergovernmental cooperative venture known as the “IKE Joint Emergency
Telephone System Board” (also referred to as “IKE JETS B”) and to operate the “Eisenhower Emergency
Communication Center” (“IKE 911 Center”).

RECITALS

WHEREAS, the authority to enter into this IGA is set forth in 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 “Act”), 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 Act (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)) (collectively
referred to as the “Intergovernmental and 911-JETS B Statutes”). Specifically, Section 15.4 of the 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 Section 15.3 of the Act (50 ILCS 750/15.3) to establish
by intergovernmental agreement a “Joint Emergency Telephone System Board” (“JETS B”), provided that
the local emergency telephone system boards are terminated by ordinances that rescind their
establishment, authority and operational functions; and

WHEREAS, the purpose of the IKE JETS B is to oversee the consolidation of two (2) existing public
safety answering points (“PSAPs”) (one in Broadview and one in Maywood) into one (1) public safety
answering point located in Broadview, Illinois and referred to as the “IKE 911 Center”, to adminster the
receipt and allocation of Surcharge Funds (as defined below) and other revenues based on a cost-sharing
formula or as otherwise directed in this IGA to assist in funding a portion of the administrative and
operational expenses, equipment and technology needs and upgrades and maintenance to such
equipment and technology of the IKE 911 Center and the administrative expenses of the IKE JETS B, to
make recommendations to the corporate authorities of the Participating Members of the IKE JETS B in
regard to their annual and supplemental financial contributions of additional funding necessary to pay the
full cost of the administrative and operational expenses, equipment and technology needs and upgrades
and maintenance of such equipment and technology of the IKE 911 Center and the administrative
expenses of the IKE JETS B, and to provide general coordination of the delivery of emergency dispatch
services and 9-1-1 communication services and wireless E-9-1-1 communication services within the
service territories of the Participating Members of the IKE JETS B. The above-mentioned expenses are
being limited to those eligible expenses under the Act; and
WHEREAS, each Participating Member shall provide its own dispatch personnel and supervisory staff to work at the IKE 911 Center and shall pay all wages and employment benefits and costs of its own dispatch personnel and supervisory staff who work at the IKE 911 Center since these personnel and staff will remain the employees of the respective Participating Member and will not become employees (or shared employees) of the other Participating Members or of the IKE JETS B or of the IKE 911 Center; and

WHEREAS, pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating Members are required to consolidate their existing PSAPs. Through intergovernmental cooperation, this consolidation will allow the Participating Members to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members for the benefit of the health, safety and welfare of the residents of the Participating Members; and

WHEREAS, after consolidation of the PSAPs, the PSAP known as the IKE 911 Center will receive funds from the IKE JETS B under this IGA. The IKE 911 Center will be located at 2350 South 25th Avenue, Broadview, Illinois. The building that houses the IKE 911 Center will be owned by Broadview. The 911 related equipment located within the IKE 911 Center or elsewhere within the building that operates the 911 System will be jointly purchased, owned, leased and maintained by Broadview and Maywood. The IKE 911 Center will be jointly staffed and operated by Broadview and Maywood in accordance with the cost sharing provisions and the operations provisions set forth in this IGA; and

WHEREAS, the Act and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist with the funding of the delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services (collectively referred to as “Surcharges” or “Surcharge Funds”), including the funding of operations regarding ETSBS and JETSBS and consolidations of ETSBS into JETSBS; and

WHEREAS, the respective corporate authorities of the Participating Members have authorized and directed the execution of this Agreement by adoption of ordinances that contain the same findings and authorizing content and are in substantially the same format;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participating Members as follows:

ARTICLE I
IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD ESTABLISHED

1.0. Creation; Purpose; Funding; Legal Status; Incorporation of Recitals.

1.1. Creation. The Participating Members establish an intergovernmental cooperative venture known as the “IKE Joint Emergency Telephone System Board” (also referred to as “IKE JETS B” or “Board”). The principal office address for the IKE JETS B shall be: IKE 911 Center, 2350 South 25th Avenue, Broadview, Illinois 60155. The IKE JETS B shall hold its meetings at the IKE 911 Center, or such other location(s) within the service territories of the Participating Members as determined by the Board. Meetings shall be held in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) (“OMA”).

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1.2. **Purpose.** The purpose of the IKE JETSB is to oversee the above mentioned consolidation of the two (2) PSAPs into one (1) PSAP, to administer the receipt and allocation of Surcharge Funds and other revenues based on a cost-sharing formula or as otherwise directed in this IGA to assist in funding of a portion of the administrative and operational expenses, the equipment and technology needs and the upgrades and maintenance of such equipment and technology of the IKE 911 Center and the administrative expenses of the IKE JETSB, to make recommendations to the corporate authorities of the Participating Members in regard to their annual and supplemental financial contributions of additional funding necessary to pay the full cost of the administrative and operational expenses, equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center and the administrative expenses of the IKE JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the IKE JETSB.

1.3. **Termination of Local ETSBs.** In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the IKE JETSB under this IGA, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining Surcharge Funds and any other revenues budgeted for ETSB purposes (collectively “ETSFB Funds”) to pay for budgeted items or obligations prior to date that the IKE 911 Center becomes fully operational or may contribute its ETSB Funds to the IKE JETSB and receive a credit equal to the amount of its contributed ETSB Funds towards any financial obligations that the Participating Member owes in regard to membership in the IKE JETSB; and (2) the termination of the local ETSBs will be effective only upon the creation of the IKE JETSB, the regulatory approval of the IKE JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator"), and the IKE JETSB becoming fully operational.

1.4. **Funding.** Even though the IKE JETSB will receive the allocated ETSB Funds from the Participating Members, such funds will not be adequate for the IKE JETSB to fully fund the administrative and operational expenses, equipment and technology needs, including upgrades and maintenance of such equipment and technology, of the IKE 911 Center. The Participating Members agree to share in the costs of fully funding the administrative and operational expenses, equipment and technology needs, including upgrades and maintenance of such equipment and technology, of the IKE 911 Center in accordance with the terms of this Agreement.

A. **IKE 911 Center Building: Initial Cost Sharing of IKE 911 Center.** The real property and the building that houses the IKE 911 Center shall remain wholly owned by Broadview. Maywood and other Participating Members who join the IKE JETSB will not obtain an ownership interest in the real property or the building that houses the IKE 911 Center. The construction costs of the building addition (e.g., the exterior walls, insulation, basic mechanical systems (mechanical/electrical/plumbing/heating/air-conditioning), roof and finished interior walls, i.e., the finished “shell” of the building) that will house the IKE 911 Center shall be the sole cost of Broadview. Broadview and Maywood agree to share equally (50%/50% basis) all of the construction costs of the build-out of the interior building addition with the IKE 911 Center Equipment (as defined below), including the costs of any upgraded electrical service panel and related wiring and electrical services lines and heating/plumbing/air-conditioning systems that solely relate to and serve the
IKE 911 Center, as set forth in the Conceptual Budget for Phase One (IKE 911 Center) for the IKE 911 Center dated September 11, 2017 and prepared by FGM Architects, a copy of which is attached hereto as Exhibit “A” and made part hereof. The cost to build-out the interior building addition with the IKE 911 Center Equipment (defined below) and the acquisition of the IKE 911 Center Equipment (the “Shared Project Costs”) shall be split equally between Broadview and Maywood and such costs are estimated by FGM Architects on Exhibit “A” to be Three Million One Hundred Eight Thousand Nine Hundred and Ninety Five and No/100 Dollars ($3,189,995.00) (i.e., each Participating Member pays One Million Five Hundred Ninety Four Thousand Nine Hundred and Ninety Seven and 50/100 Dollars ($1,594,997.50), subject to mutual approval by the respective corporate authorities of Maywood and Broadview of a final Budget for the IKE 911 Center after final consensus is reached in regard to the type and price of equipment and technology purchases and equipment and technology upgrades are to be to acquired and installed as part of the build-out of the IKE 911 Center.

1. Construction Escrow. Broadview and Maywood shall open, fund and maintain a joint order construction escrow at Chicago Title Insurance Company for purposes of paying for the Shared Project Costs to build-out the interior building addition with the IKE 911 Center Equipment and the acquisition of the IKE 911 Center Equipment. The initial deposit of funds by Broadview and Maywood shall equal One Million Five Hundred Nine-Four Thousand Nine Hundred Ninety-Seventy and 50/100 Dollars ($1,594,997.50) per Party and shall be made within thirty (30) calendar days of written notice issued by Broadview that it has awarded the construction contract for the construction of the building addition to house the IKE 911 Center. Based on the final approved Budget and the actual Shared Project Costs, the Parties agree to deposit additional funds, in equal amounts, into the escrow account for disbursement and payment of all incurred and documented Shared Project Costs.

2. Payments from the Escrow Account. The Parties agree to prepare a set of escrow instructions that governs the release of payments from the escrow account. The instructions will require Broadview’s construction manager or designee, on a monthly or quarterly or as-needed basis, to prepare and deliver to the Parties a written “Project Status Report and Pay Request” of the actual incurred and documented Shared Project Costs for that pay request period with copies of itemized invoices and supporting contractor / supplier / vendor / consultant documents provided by the general contractor, the sub-contractors, vendors, suppliers and Project-approved consultants. The Parties agree to execute the joint order escrow direction letter to release the requested payment within fifteen (15) calendar days of receipt of the Project Status Report and Pay Request. If any Party disputes any portion of a Pay Request, the Parties agree to authorize the payment from the escrow in order to keep the Project moving forward and the resolution of the disputed Pay Request shall be made under the dispute resolution process set forth in this Agreement. Under the dispute resolution process, FGM Architects (or its successors or a mutually agreed upon replacement) shall decide any issues regarding the completion of the IKE 911 Project, including the allocation of Shared Project Costs, completion of the scope
of work and the allocation of costs between the IKE 911 Center Project and Broadview's Municipal Center Enhancement Project Costs. The itemized invoices and supporting contractor / supplier / vendor / consultant documents shall contain the following information:

a. A line-item invoice and payment demand with a description of the actual incurred and documented Shared Project Costs for the requested payment period;

b. The "equal share" cost allocation among all of the Parties of the actual incurred and documented Shared Project Costs; and

c. The supporting contractor / supplier / vendor / consultant documents shall consist of: certified, executed copy of the general contractor's sworn statement, a complete list of all subcontractors, suppliers and vendors (name, address and contact information), and partial and full waivers of lien for each subcontractor/supplier, contractor invoices, vendor invoices, supplier invoices and professional consultant itemized invoices for professional fees and expenses.

3. **Broadview's Municipal Center Enhancement Project Costs.** Any exterior or interior building improvements to the building that houses the IKE 911 Center, that are not related to the operations of the IKE 911 Center and are not specifically designed and approved for the IKE 911 Center by the Participating Members, shall be owned by and be the sole financial responsibility of Broadview, including any costs relating the Phase Two work, as contained in the Conceptual Budget for Phase Two (Village Hall and Police Station Addition / Renovation) Project Costs prepared by FGM Architects (See, Exhibit "A") and planned by Broadview for its Municipal Center Enhancement Project.

4. **Allocation of Broadview’s Municipal Center Enhancement Project Costs.** To the extent there are portions of mechanical/electrical/plumbing/heating/air-conditioning construction work and costs that are part of Phase One work that relate to and are part of the Broadview's Phase Two Project (Village Hall and Police Station Addition / Renovation Project) or there are portions of mechanical/electrical/plumbing/heating/air-conditioning construction work and costs that are part of Phase Two work that relate to and are part of the Phase One Project (IKE 911 Center), Broadview and Maywood agree that FGM Architects shall prorate the costs of such work and allocate such costs to either Phase One Costs or Phase Two Costs (e.g., a new electrical service panel is needed to serve both the IKE 911 Center and the Village Hall and Police Station Addition / Renovation Project so the cost of the service panel shall be prorated to account for the percentage of the electrical service panel needed to serve (1) the IKE 911 Center and (2) the Village Hall and Police Station Addition / Renovation Project).

5. **Project Bidding and Award of Construction Contract.** Broadview will be responsible for:
a. Competitively bidding all components of the IKE 911 Center Project that are subject to the federal, state and local bidding laws. Waiver of the competitive bidding process is permitted, in the discretion of the corporate authorities of Broadview (e.g., limited availability of vendors, specialty equipment vendors, etc.) as permitted by law.

b. Soliciting competitive proposals for all components of the IKE 911 Center Project that are not subject to the Illinois competitive bidding statute or where the competitive bidding process is waived, as appropriate.

c. Receiving and evaluating all competitive bids and competitive proposals.

d. Directing the Project Architect to perform a bid compliance review and issue a bid review report to all Parties regarding all competitive bids and competitive proposals.

e. Awarding one or more contracts to the lowest, qualified, responsive bidder(s) for each component of the IKE 911 Center Project.

f. Broadview will be responsible for obtaining all governmental authorizations, licenses and permits for the IKE 911 Center Project and agrees to waive any Broadview building, plumbing and electrical permit fees.

6. Additional Scope of Work and Shared Project Costs. The Parties may, by mutual written agreement, expand the scope of work for the IKE 911 Center Project and add additional categories of Shared Project Costs, by approval and execution of an addendum to this Agreement and subject to the approval of the Corporate Authorities of the Parties.

B. IKE 911 Center Equipment. All of the personal property purchased for, installed at or associated with the IKE 911 Center (e.g., equipment, fixtures or technology) (collectively the "IKE 911 Center Equipment") will be owned by the Participating Members, either jointly or individually, as determined in writing by the Participating Members based on their financial contribution to such 911 Center Equipment. Broadview and Maywood shall share equally in the acquisition, maintenance, replacement and upgrade costs for the IKE 911 Center Equipment.

C. Employer / Employee Status. Each Participating Member shall be the sole employer of its own 911 dispatchers and supervisory staff who work at the IKE 911 Center, shall be solely responsible to pay the salaries and employee benefits and costs of its own dispatchers and supervisory staff who work at the IKE 911 Center. Although staffing costs are an eligible ETSB fund expense under the Act, the Participating Members agree that no portion of the ETSB Funds received from the IKE JETS B shall be spent on the salaries and employee benefits and costs of its own dispatchers and supervisory staff who work at the IKE 911 Center. The term "administrative and operational expenses of the IKE 911
Center”, as used in this IGA, shall not include the salaries and employee benefits and costs of any dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board. Each employee shall be an employee the Participating Member for which the employee works and the other Participating Members shall not be considered joint employers.

1.5 Control and Operation of IKE 911 Center. The IKE JETSB will only assist with the funding of the administrative and operational expenses, equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center, and will not establish, govern or direct the operations or the dispatch personnel or supervisory staff or the schedule of equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center. While, this IGA establishes a centralized, combined emergency dispatch and communication system, known as the IKE 911 Center, the operations and staffing of the dispatch personnel and supervisory staff and the development and implementation of the schedule of equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center will governed or directed by the IKE 911 Center Operating Board, whose membership, authority and duties are described in Article IV below.

1.6 Legal Status. IKE JETSB shall be considered a “911 Authority” as defined at Section 2 of the Act (50 ILCS 750/2).

1.7. Incorporation of Recitals. The foregoing Recitals are a material part of this Agreement and are incorporated in this Section as if they were fully set forth herein.

1.8. Effective Date. This Agreement shall be effective only after each of the Initial Participating Members has properly and legally passed, approved and published in pamphlet form an ordinance, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. This Agreement shall be binding only on those Participating Members that adopt an approving ordinance and execute this Agreement. As part of the approval of this Agreement, each Participating Member shall deliver to all other Participating Members a certified copy of a duly enacted ordinance authorizing and directing the execution of this Agreement, as well as a signed signature page of this Agreement. The “Effective Date” of this Agreement shall be the date that the last authorized signatory among the Initial Participating Members signs and dates this Agreement.

1.9. Definitions. The following terms shall be defined as follows:

Administrative and Operational Expenses shall mean: Those expenses incurred by the IKE JETSB and the IKE 911 Center that are listed as eligible expenses under Section 15.35 of the Act that can be paid after approval of a resolution approved by the IKE JETSB in accordance with Section 15.4(c) of the Act, excluding, however, the following expenses: (1) the salaries and employee benefits and costs of any dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board; and (2) initial training and certification costs of newly hired dispatchers and supervisory staff who will work at the IKE 911 Center (such costs shall be paid by the employer-Participating Member). Subject to the discretion of the IKE JETSB and budgetary limitations, typical, allowable administrative and operational expenses of the IKE JETSB and the IKE 911 Center shall include: (1) all other eligible expenses under Section 15.35 of the Act; (2) expenses related to the
maintenance, purchase, repair, replacement and upgrade of equipment and technology needed to operate the IKE 911 Center and the IKE JETSB; and (3) required or advanced training and certification of dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board.

**Annual Budget shall mean:** The Budget adopted annually that provides for the annual administrative operations, maintenance and capital needs of the IKE JETSB and for the annual administrative and operational expenses, equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center, as recommended by the IKE 911 Center Operating Board. The Annual Budget may include capital budgets and operating budgets for the IKE JETSB and the IKE 911 Center. The Annual Budget and the annual and supplemental funding contributions are subject to the approval of the corporate authorities of the Participating Members.

**Capital Costs shall mean:** Those costs related to purchasing or acquiring personal property, equipment or other tangible items for use in the operations of the IKE JETSB and purchasing or acquiring IKE 911 Center Equipment for the IKE 911 Center.

**Community Public Member shall mean:** A person who resides within the service territory of the Participating Members and serves as an appointed voting member of the IKE JETSB and an appointed voting member of the IKE 911 Center Operating Board (See, 50 ILCS 750/15.4). The appointment of the Community Public Member will rotate among the corporate authorities of each Participating Member based on alphabetical order as follows: (1) Broadview appoints the first Community Public Member for a two (2) year term; (2) upon the expiration of the two (2) year term for the first Community Public Member, Maywood shall appoint the next Community Public Member for a two (2) year term; and (3) upon the expiration of the two (2) year term for the second Community Public Member (Maywood), the Community Public Member shall be appointed for one (1) year terms on a rotating alphabetical basis, starting from the beginning of the alphabet, by each Participating Member. In order to maintain an odd voting number on the IKE JETSB and the IKE 911 Center Operating Board when there is an even number of Participating Members, the Community Public Member position and the PSAP Representative position (see below) shall be held by the same person (the “Combined Community Public Member/PSAP Representative”). In order to maintain an odd voting number on the IKE JETSB and the IKE 911 Center Operating Board when there is an odd number of Participating Members, the same Participating Member cannot appoint the Community Public Member and the PSAP Representative to serve the same term. In such case, the Community Public Member and the PSAP Representative shall be appointed by different Participating Members based on alphabetical order (e.g., Broadview appoints the Community Public Member for a one (1) year term, Maywood appoints the PSAP Representative for a one (1) year term, the third Participating Member (Westville – a fictional community used solely for explanation of this provision) appoints the Community Public Member for the subsequent one (1) year term, Broadview appoints the PSAP Representative for the subsequent one (1) year term, etc.) A Community Public Member may be re-appointed for consecutive annual terms and may be removed at any time for any reason by the appointing authority. The Community Public Member shall meet the eligibility criteria of Section 15.4 of the Act (50 ILCS 750/15.4): as of the Effective Date of this IGA, the Community Public Member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the IKE JETSB. The Community Public Member: (a) shall be appointed for a one (1) year term after the initial two (2) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an official or an employee of any of the Participating Members.
IKE 911 Center Director ("Director") shall mean: The person who serves as the on-duty supervisor of the IKE 911 Center. Broadview, at its cost, shall provide one of its employees to serve as the Director of the IKE 911 Center. Each of the other Participating Members, at their own cost, shall be responsible for providing one of their employees to serve as an Alternate Director of the IKE 911 Center, who shall temporarily perform the duties of the Director when Broadview's Director is not on duty or is otherwise unavailable. The Alternate Director(s) shall serve based on the IKE JETSB and the IKE 911 Center Operating Board. The Director may also be appointed and serve as the Community Public Member or the PSAP Representative or the combined Community Public Member/PSAP Representative. The Director shall have the authority to enforce all chain-of-command orders, rules, regulations and standard operating procedures set forth in the IKE 911 Center Policy and Protocol Manual prepared and maintained by the IKE 911 Center Operating Board to ensure the safe and efficient operation of the IKE 911 Center. The Director shall cooperate with the Village Manager/Administrators, the Police Chiefs and the Fire Chiefs of the Participating Members in documenting any misconduct or non-compliance conduct by the dispatchers for disciplinary purposes. All such disciplinary action shall be handled by the Village Manager/Administrators, the Police Chiefs and the Fire Chiefs of the Participating Members except that in the event of serious or repeated misconduct by a dispatcher, the Director reserves the right to request a dispatcher be removed from the IKE 911 Center and have the dispatcher immediately report back to his or her Participating Member.

Dispatch and Communication System ("System") shall mean: A centralized, combined emergency dispatch services and communication system.

Dispatch Services shall mean: The transmitting or receiving of communications requesting emergency response and management services and police protection/fire protection/emergency medical and ambulance services by dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.

Emergency Telephone System Fund shall mean: The separate interest-bearing bank account(s) that the IKE JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such Surcharge Funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended, and the terms of this Agreement.

Grant Funds shall mean: The funds that are awarded by any private or public entity to or for the benefit of the IKE JETSB, any Participating Member or the IKE 911 Center that is covered by this Agreement. The IKE JETSB, any Participating Member or the IKE 911 Center may apply for any grant funds in furtherance of the objectives of this Agreement. "Unspecified grant funds" are those funds awarded to the IKE JETSB for use by the IKE JETSB, in its discretion and in accordance with this IGA, including distribution to one or more Participating Members or to the IKE 911 Center (as defined below) covered by this Agreement. "Specified grant funds" are funds that are awarded to or for the benefit of the IKE JETSB or a specific Participating Member or the IKE 911 Center.
Local ETSB Reserves shall mean: The monies held by each Participating Member's local ETSB in accordance with the applicable sections of the Act, 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.) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the IKE JETSB. Participating Member will receive credit for the Local ETSB Reserves paid to the IKE JETSB on its behalf.

Participation Fee (or Participation Fees) shall mean: The annual (or periodic or supplemental) fee payable by each Participating Member as a condition of membership in the IKE JETSB and for the use of the IKE 911 Center that covers its respective portion of the Annual Budget, including the anticipated operating costs and capital costs incurred or to be incurred in the establishment and operation of the IKE JETSB and the IKE 911 Center Operating Board, the operations and maintenance of the IKE 911 Center, and a portion of the annual, ongoing Operating Costs and Capital Costs of the IKE JETSB and the IKE 911 Center that each new member is obligated to contribute towards its continued membership in the IKE JETSB and use of the IKE 911 Center.

Participating Member (or Participating Members) shall mean: Any unit of local government or intergovernmental cooperative established by intergovernmental agreement or under State law that agrees to participate in the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center by approving this Agreement, as amended, and has been accepted and authorized to participate in the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Member, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

PSAP Representative shall mean: A person who serves as an appointed voting member of the IKE JETSB and an appointed voting member of the IKE 911 Center Operating Board (See, 50 ILCS 750/15.4). The method of and rules for appointment, the appointment term and the eligibility requirements for the PSAP Representative and the Combined Community Public Member/PSAP Representative shall be the same as provided for the Community Public Member as set forth above in the definition of the Community Public Member.

Operating Costs shall mean: Any costs incurred by the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center related to the administrative operations of the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center, including insurance, outside vendors and utilities. This term shall not include the salaries and employee benefits and costs of any dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board.

Start-Up Budget shall mean: A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative operations of the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center during its first fiscal year. The Start-Up Budget is subject to the approval of the corporate authorities of the Participating Members.
Recapture Fee shall mean: The recapture fee is the fee that shall either be paid by or to any withdrawing or terminated Participating Member to reimburse: (a) the other Participating Members for its prorated share of all budgeted and incurred but unpaid or pre-existing debt obligations relating to the annual administrative operations, maintenance and capital needs of the IKE JETSB and the IKE 911 Center, including any budgeted and incurred but unpaid Operating Costs an Capital Costs incurred or paid for by the IKE JETSB for the IKE 911 Center for a two (2) year period or less time if a replacement member joins the IKE JETSB; and (b) the withdrawing or terminated Participating Member for the present day value of its payment of the costs associated with the build-out the interior building addition with the IKE 911 Center Equipment and the acquisition costs of the IKE 911 Center Equipment and any other personal property, Operating Costs or Capital Costs. The Recapture Fee shall be determined determine the Recapture Fee by the IKE JETSB’s auditor or any financial consultant retained by the mutually consent of the IKE JETSB and the withdrawing or terminated Participating Member in accordance with generally accepted accounting principles based on the rules and standards issued by the Financial Accounting Standards Board (FASB) and the Accounting Principles Board (APB) and the purpose and intent expressed in this definition. The purpose of the Recapture Fee is to provide an equitable financial solution for a withdrawing or terminated Participating Member after making financial contributions to the IKE JETSB and the IKE 911 Center to avoid the unjust enrichment of the withdrawing or terminated Participating Member or the unjust enrichment of those remaining Participating Members, at the expense of the withdrawing or terminated Participating Member. The IKE JETSB will consider the respective contribution amounts towards retired and existing, on-going financial obligations of the IKE JETSB and the IKE 911 Center during the all of the Participating Members’ time with the IKE JETSB, who have received services but not paid their fair share or who have pre-paid their fair share, and who have had buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of the IKE JETSB and the other Participating Members, and then, upon withdrawal from or dissolution of the IKE JETSB or termination of this Agreement, those Participating Members retain the value of such improvements. Applicable depreciation schedules and “remaining use of life” accounting formulas will be applied to establish any credits or set-offs that are payable to or due from withdrawing or terminated Participating Member for its contributions towards the IKE 911 Center Equipment, the Phase One (911 Center) Project Costs, any Operating Costs, and unamortized Capital Costs.

Reserve Fund shall mean: The monies retained by the IKE JETSB in an account that equals a certain percentage of the typical annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for administrative operations, maintenance and capital needs, and other lawful purposes of the IKE JETSB and the IKE 911 Center in emergency or special circumstances. As part of its fiscal policies, the IKE JETSB, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Treasurer or any IKE JETSB-retained consultant or the IKE JETSB’s auditor.

Surcharge Funds or Surcharge Monies shall mean: Monies collected by the State of Illinois for each Participating Member pursuant to the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended, and any other laws that allow for the collection of money to fund 9-1-1 operations.

Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the IKE JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such Surcharge Funds on behalf of the Participating Members. Surcharge monies shall be used and spent only
in accordance with applicable laws and regulations, including the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended.

ARTICLE II
IKE JETSB

2.0. Composition.

The total number of members on the IKE JETSB shall not be less than five (5) members per the Act and shall at a minimum match the total number of Participating Members that are a party to this IGA, as amended to add new Participating Members, plus the Community Public Member and the PSAP Representative or the Combined Community Public Member/PSAP Representative. The Police Chiefs and the Fire Chiefs of the Participating Members shall be permanent members on the IKE JETSB. The initial membership on the IKE JETSB shall consist of: the Broadview Fire Chief, the Broadview Police Chief, the Maywood Fire Chief, the Maywood Police Chief and one (1) combined Public Member/PSAP Representative. The representatives from each of the Participating Members of the IKE JETSB shall be designated in writing by the president or presiding administrative officer of each Participating Member after appointment by their respective corporate authorities. The representatives who serve on the Board should be comprised of a mix of administrative and fire department and police department personnel of the Participating Members, except that the Community Public Member and the PSAP Representative may be, but do not have to be, an official or employee of any Participating Member. The IKE JETSB representatives, other than the Community Public Member and the PSAP Representative, shall not have a defined term length, but may be replaced by the corporate authorities of the respective Participating Member in accordance with applicable State law (See, 50 ILCS 750/15.4). Each Participating Member (through its president or presiding administrative officer) shall also designate one (1) set of alternate representatives (e.g., deputy chiefs) to serve in the absence of the primary representative. The designated representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above. The alternative representatives shall be allowed to cast a vote only when they attend the IKE JETSB meetings in the place of the primary representatives. The IKE 911 Center Director shall serve an ex-officio, nonvoting member of the IKE JETSB.

2.1. Chair, Vice-Chair and Secretary.

Chair; Vice-Chair. Based on the rotation provided for below, the Board shall, at its initial meeting and thereafter at its annual meeting, appoint one of its members to serve as the Chair, whose term shall run until a successor is appointed at the next annual meeting. At its initial meeting, and thereafter at its annual meeting, the Board shall also appoint one of its members to serve as the Vice-Chair. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him/her by the Board and this Agreement. In the absence of the Chair or in the event of the Chair’s refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair from a meeting, the Board shall appoint a Chair pro-tem to undertake the duties of the Chair for that particular meeting.

Rotation of Chair Appointments. The Board shall appoint one of its members to serve as the Chair on a rotating, annual basis, based on the descending alphabetical order of the names of the Participating Members (e.g., Broadview and Maywood). If another Participating Member joins the IKE JETSB, its name shall be inserted at the end of the list, or as determined by the Board prior to the inclusion of the new
Participating Member. The representatives of the new Participating Member shall not be eligible to serve as Chair until each of the preceding Participating Members on the alphabetical list of Participating Members has served as Chair at least one time. When the representative of the last Participating Member on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Member at the top of the list.

Replacement. If any member of the Board fails to retain the status necessary to serve on behalf of the Participating Member that he/she represents, then the Participating Member shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board. The alternate representative will serve until a successor is duly appointed and qualified.

Secretary. The Board shall select a person to serve as Secretary to the Board, who may be an employee of one of the Participating Members, and the Secretary shall:

A. Take and keep the minutes of the Board meetings in a binder provided for that purpose; and

B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law, and specifically as required by the Open Meeting Act, 5 ILCS 120/1 et seq.; and

C. Be custodian of the records of the IKE JETSB and perform all duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board; and

D. Serve as one of the designated Freedom of Information Officers for the IKE JETSB and shall ensure compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq.; and

E. Perform the above duties in accordance with the OMA.

In the absence of the Secretary or his/her designee, the Board shall appoint a Secretary pro-tem to undertake the duties of the Secretary during the Secretary’s absence.

2.2. Meetings of the Board.

A. The Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting, at which time the Chair and Vice-Chair shall be appointed. The Board shall meet at least once each year or more frequently as deemed necessary by the Board.

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. Special meetings of the Board may be called by the Chair or majority of the total number of Board members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner
that is reasonably calculated to provide actual notice under the circumstances.

C. To the extent not contrary to this Agreement and law, Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.

D. No Board member shall receive any compensation for serving as a Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board.

2.3. Quorum.

A quorum for the transaction of all business by the Board shall consist of a majority of the Board.

2.4. Voting Requirements.

Except for an amendment to this Agreement as provided for under Section 14.2 (Amendment) below or as otherwise specifically noted in this Agreement, a majority vote of the total number of Board members shall be necessary for the Board to act. The phrase “total number of Board members” means the total number of representative positions on the Board as determined by the total number of Participating Members. The minimum affirmative vote needed for the Board to act must be met in each voting instance and shall not be reduced by absentee Board members. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible Board member may vote on matters while in compliance with the Electronic Participation Rules below.

2.5. Electronic Participation in Meetings.

In accordance with the OMA, members of the Board may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

A. Definitions. The definitions of the terms “meeting,” “public body,” “other means,” “quorum” or any other defined term used in this Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.

B. OMA Compliance. The Board and any of its sub-committees must comply with all of the applicable requirements of the OMA, as amended.

C. Quorum. The Board is prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.

D. Meeting Minutes. Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a
telephone conference call or other electronic means.

E. Electronic Attendance and Participation. As stated in the OMA, provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board or subcommittee may only attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:

(1) personal illness or disability; or
(2) employment purposes or the business of the public body; or
(3) a family emergency or other emergency.

Where a member of the Board is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately after convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that his or her voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

2.6. By-laws.

A set of By-laws may be prepared and approved by the Board, which will provide additional direction and detail in regard to the governance of the IKE JETSB. If adopted, the By-laws will be incorporated by reference into this Agreement, with the original and any amendments to the By-laws being placed on file with the Secretary.

2.7 Record Keeping

All records shall be kept in accordance with the Illinois Local Records Act, 50 ILCS 205/1, et seq. Any requests for records shall be responded to in accordance with the Freedom of Information Act, 5 ILCS 140/1 et seq., where applicable.
ARTICLE III
POWERS AND DUTIES OF THE IKE JETSB

3.0. Powers.

A. The statutory powers and duties of the IKE JETSB are set forth in the Intergovernmental and 911-JETSB Statutes and this IGA. The IKE JETSB shall comply with all applicable laws and any adopted procurement policy in regard to its expenditures of the Surcharge Funds and any other funds that are within its statutory jurisdiction. Specifically, the Board shall have all powers that are necessary or incidental to the establishment and operation of the IKE JETSB and to fulfill its duties under this IGA, including, but not limited to:

1. Exercise of all powers conferred upon Emergency Telephone System Boards under the Act, 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)), including any future amendments to said statutes and regulations.

2. Determine and approve the general policies for the IKE JETSB and may adopt a set of By-laws.

3. Recommend approval to the corporate authorities of the Participating Members of new members to the IKE JETSB and the IKE 911 Center and any new membership-related addenda to this IGA by majority vote of the total number of Board members.

4. Receive and authorize the use, expenditure and allocation of all Surcharge Funds and other monies from any revenue source relating to the IKE JETSB, as allowed by any federal or State law, Intergovernmental and 911-JETSB Statutes, including any future amendments to said laws and statutes, and this IGA.

5. Determine and approve all allocations of Surcharge Funds and contributions due from all the Participating Members relative to the annual operations and short-term and long-term administrative and operational planning needs of the IKE JETSB and the IKE 911 Center, including the IKE 911 Center Equipment, the Phase One (911 Center) Project Costs, any Operating Costs and Capital Costs, and determine and approve any payments owed to any Participating Member (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Treasurer, any IKE JETSB-retained consultant or the IKE JETSB’s auditor.

6. Determine and approve any revisions in the formula or data used for calculating each Participating Member’s share of the Surcharge Funds and other monies from any revenue source authorized by any federal or State law or any surcharge imposed collected by or received on behalf of the IKE JETSB and the Participation Fee by a majority vote of the total number of Board members.
7. Approval of the Start-Up Budget, the Annual Budget and the Reserve Fund for the establishment and ongoing administrative and operations of the IKE JETSB and the IKE 911 Center, by a majority vote of the total number of Board members, subject to annual and supplemental funding contributions that are authorized by the corporate authorities of the Participating Members.

8. Reallocate budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions.

9. Approve budget increases or adjustments, by a majority vote of the total number of Board members, subject to annual and supplemental funding contributions that are authorized by the corporate authorities of the Participating Members.

10. Purchase of equipment, supplies, software, hardware and other business-related technology relating to the administrative and operational needs of the IKE JETSB and the IKE 911 Center, in accordance with the Annual Budget, as amended.

11. Enter into agreements, contracts, leases, license and other arrangements with other persons, entities, organizations or units of government that are consistent with the purposes of the IKE JETSB and the IKE 911 Center, as set forth in this IGA.

12. In its own name, make and enter into contracts, accept contributions, acquire, hold and dispose of property, real and personal, and incur debts, liabilities or obligations necessary for the accomplishment of its purposes, and sue or be sued to enforce its contracts, liabilities and the duties owed it.

13. Purchase or lease or use of facilities consistent with the administrative and operational purposes of the IKE JETSB and the IKE 911 Center, as set forth in this Agreement, or an amended version of the Agreement.

14. Hiring, appointing, directing, compensating, disciplining and terminating of individuals to perform tasks and activities that are consistent with the administrative and operational purposes of the IKE JETSB, as set forth in this Agreement, or an amended version of the Agreement, excluding any dispatchers and supervisory staff who work at the IKE 911 Center and who are employees of the Participating Member.

15. The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/01 et seq.), including any future amendments to said statute, relative to matters contained in the Annual Budget.

16. Contract with consultants, auditors and attorneys relative to IKE JETSB matters as provided for in the Annual Budget.
17. Apply for and spend any grants, loans or other financing that is available under the intergovernmental and 911-JETSB Statutes, or other applicable laws, which relate to the operations of the IKE JETSB and/or the IKE 911 Center as necessary or incidental to the purposes of this Agreement.

18. Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement, including but not limited to voting as a group to break any unresolved tie votes of the Operating Board.

B. The Board shall, in all cases, exercise its powers in a manner that complies with this Agreement and all applicable laws, including compliance with all registrations and certifications required by the Office of State 9-1-1 Administrator, and any subsequent amendments to said laws or regulations.

3.1. Prohibited Actions.

The IKE JETSB shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV
IKE 911 CENTER OPERATING BOARD

4.0. Operating Board. The IKE 911 Center Operating Board ("Operating Board") will oversee, manage and direct the day-to-day administrative and technical operations, IKE 911 Equipment maintenance and staffing of the dispatch personnel and supervisory staff of the IKE 911 Center in accordance with the "IKE 911 Center Policy and Protocol Manual", which shall be prepared, maintained and updated by the Operating Board.

4.1. Composition. The Operating Board shall consist of the Police Chiefs and the Fire Chiefs (or their designees) of the Participating Members, and the IKE 911 Center Director, who is an ex-officio member of the Operating Board. The Operating Board agrees to receive input from the IKE 911 Center Director, as an ex-officio member, in regard to the IKE 911 Center Policy and Protocol Manual prepared and maintained by the IKE 911 Center Operating Board.

A. Each Participating Member shall designate, in writing, one (1) alternate from its Fire Department and from its Police Department to serve in the absence of the primary representative.

B. On an annual basis, the Operating Board shall each select its Chair and Vice-Chair, who shall serve as Acting Chair when the Chair is absent from a meeting.

C. No Operating Board member shall receive any compensation for serving on the Board, except that he/she may be reimbursed for actual, necessary and documented administrative (business) expenses incurred as part of serving on the Board.

D. If any Operating Board member fails to retain the status necessary to serve on behalf of the Participating Member that he/she represents, then the Participating Member shall
inform the other Participating Members of this fact and designate an otherwise qualified representative to serve on the respective Operating Board, until a successor is duly appointed and qualified.

4.2. Meetings.

A. The Operating Board shall meet on a monthly basis, or more frequently if needed. Each December, the Operating Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting. One of the Operating Board members, or his/her designee, shall also serve as Secretary to the Operating Board and take minutes of each meeting.

B. Notice of the regular meetings, including an agenda, shall be delivered or electronically mailed: (a) to each Operating Board member at least forty-eight (48) hours prior to the meeting, and (b) to all media requesting same. Notice of the meeting and the agenda shall also be posted in an area viewable by the public at the building housing the IKE 911 Center as well as at the location where the meeting is actually conducted, if different from the IKE 911 Center.

C. Special meetings may be held at the call of any Operating Board member with at least forty-eight (48) hours’ notice given. In the event of a bona fide emergency, notice of an emergency meeting shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

D. All notices of regular, special, closed (executive session) and emergency meetings and agendas therefor, shall be prepared, posted and distributed by the Chair, or his/her designee, in accordance with the OMA, as amended from time to time.

E. A quorum for the transaction of all Operating Board business shall consist of a majority of Operating Board members.

F. Robert's Rules of Order shall govern the conduct of all Operating Board meetings, until the respective Operating Boards establish their own rules of proceeding.

G. Disputes.

1. **Personnel Matters.** Any personnel disputes or complaints regarding matters that come before the Operating Board shall be handled by the respective Fire Chief(s) or Police Chief(s) whose employee(s) are involved in the dispute or complaint in accordance with the IKE 911 Center Policy and Protocol Manual and the applicable personnel policy manual and/or labor contract that govern the employees.

2. **Member Disputes.** For any disputes or complaints that arise among the Operating Board members, such as a matter that has the potential to lead to liability for the IKE JETS Board or the IKE 911 Center or represents a major change to the day to day operations of the IKE 911 Center, such disputes or complaints shall first be subject
4.3. **Voting.**

A. A simple majority vote of the Operating Board members attending a meeting is required for either Operating Board to take final action on a matter or to provide direction on a matter. Each Operating Board member shall be entitled to vote at each meeting.

B. No proxy or absentee votes are allowed, except that an Operating Board member may participate and vote during a meeting if he or she is eligible to attend the meeting via electronic attendance and complies with the electronic participation rules above.

C. Tie votes. If there is a tie vote on a matter that cannot be resolved, the Operating Board Members agree to have the matter decided by majority vote of the IKE JETSB.

4.4 **Duties:**

The Operating Board shall:

A. Oversee, manage and direct the day-to-day administrative and technical operations, the IKE 911 Equipment maintenance and the staffing of the dispatch personnel and supervisory staff of the IKE 911 Center in accordance with the IKE 911 Center Policy and Protocol Manual.

B. Prepare, maintain and update by the IKE 911 Center Policy and Protocol Manual.

C. Preparation of an Annual Budget for approval by the IKE JETSB in regard to the operations and short-term and long-term administrative and operational planning needs of the IKE 911 Center, including the IKE 911 Center Equipment, the Phase One (911 Center) Project Costs, any Operating Costs and Capital Costs.

D. Be a resource for the Participating Members in researching budgetary matters, operations, personnel and training matters, and special topics of interest.

E. Handle disputes or complaints concerning the operation of the IKE 911 Center from the Participating Members or any member of the public in accordance with this IGA.

F. Perform any other related duties as directed by the collective Participating Members.

**ARTICLE V**

**PUBLIC SAFETY ANSWERING POINTS ("PSAP")**

5.0 Consolidation of PSAPs.

A. Upon approval of this IGA, and the certification and approval by the State 9-1-1 Administrator, of the IKE JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPs shall be terminated under the terms of the consolidation plan:
1. Maywood PSAP

B. The following one (1) PSAP will continue to be operated, maintained and staffed by the respective Participating Members and will receive certain allocations of Surcharge Funds in accordance with this IGA:

1. Broadview PSAP (operations to be transferred to the IKE 911 Center)

C. Service Territory. The service territories of the IKE 911 Center PSAP shall be the areas currently served by the each respective PSAP of the Participating Members as of the Effective Date of this Agreement.

D. Expansion of Service Territory: Equal Share / Proportionate Share* Cost Sharing. The IKE 911 Center PSAP shall not expand its 9-1-1 dispatch service territories without first providing written notice of an intent to expand its 9-1-1 dispatch service territories and obtaining the approval of the IKE JETSB by a majority of the total number of the Board members. The expansion of service territory that requires adding one or more additional unit of local government to the Board will require, at a minimum: (a) new member approval by the IKE JETSB, as required by this IGA, and approval of an addendum to this IGA by all Participating Members, (b) re-allocation and re-calculation of the “Equal Share / Proportionate Share” cost sharing formula regarding the Surcharge Funds and other revenues to match the new number of Participating Members (e.g., with two (2) Participating Members, the Equal Share / Proportionate Share cost sharing formula is a 50%/50% allocation and with three (3) Participating Members, the Equal Share / Proportionate Share cost sharing formula becomes a 33.3%/33.3%/33.3% allocation), (c) the filing of an updated application for approval by the State 9-1-1 Administrator and approval of said application by the State 9-1-1 Administrator and approval of said application by the State 9-1-1 Administrator, and (d) the new member shall pay for the administrative, equipment costs, legal costs and other related costs associated with joining the IKE 911 Center and the IKE JETSB and with the preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

E. Non-9-1-1 Dispatch Service Territories. The IKE 911 Center PSAP may expand its non-9-1-1 dispatch service territories without notice to or obtaining the approval of the IKE JETSB, subject to approval of any contracts or intergovernmental agreements by the IKE JETSB.

ARTICLE VI
FINANCES

6.0. Fiscal Year.

The IKE JETSB’S fiscal year shall be from January 1st to December 31st of the next year.
6.1 Budget and Operating Funds.

A. The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the IKE JETSB and the IKE 911 Center:

1. Start-Up Operating Budget (one-time preparation).

2. Annual Budget (includes the Operating Budget and the Capital Budget).


5. Any other fund deemed necessary for operation purposes or required by applicable law.

B. The amounts due pursuant to this Section from each Participating Member shall be payable to the IKE JETSB on a date determined by the Board made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. In addition to any interest payment due under the Local Government Prompt Payment Act, a late fee, as determined by the Board, may be charged to any Participating Member who makes a late payment.

6.2 Allocation of Surcharge Funds and Other Related Revenues.

A. Allocation. The IKE JETSB shall provide for the collection of all ETSB Surcharge Funds and any other monies received from the State of Illinois or other lawful sources on behalf of the IKE JETSB and its Participating Members, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law, and allocate those funds and monies to the IKE 911 Center to assist with its administrative and operational expenses, equipment and technology needs and upgrades and maintenance to such equipment and technology, subject to a portion of those funds and monies being used to pay for the administrative costs, maintenance and capital needs of the IKE JETSB in accordance with its Annual Budget and applicable federal or State law, as amended. The allocation formula shall be as follows:

Surcharge Funds and other revenues received by the IKE JETSB shall be allocated on a "Equal Share / Proportionate Share" basis that matches the number of Participating Members for the benefit of each of Participating Member on a periodic basis (e.g., monthly, quarterly), as determined by the Board. For example, with two (2) Participating Members, the Equal Share / Proportionate Share cost sharing formula is a 50%/50% allocation and with three (3) Participating Members, the Equal Share / Proportionate Share cost sharing formula becomes a 33.3%/33.3%/33.3% allocation.

B. Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds. In order to receive its allocation of ETSB Surcharge Funds, grant funds and other allocated revenues,
the designated Participating Member or the IKE JETSB shall submit itemized reimbursement requests to the IKE JETSB and the Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB Surcharge Funds, grant funds and other allocated revenues to assist with the administrative and operational expenses, equipment and technology needs and upgrades and maintenance to such equipment and technology of the Participating Member or the IKE 911 Center or the IKE JETSB. Each reimbursement request shall contain a signed certification by the chief operating officer or official, or his / her designee, of the IKE 911 Center or the IKE JETSB that states: “On behalf of the below listed the IKE 911 Center or the IKE JETSB, I certify that requests the below requested dollar amount of its allocated share of ETSB Surcharge Funds, grant funds and other allocated revenues and that such funds shall be spent on eligible expenses to assist with the administrative and operational expenses, equipment and technology needs and upgrades and maintenance to such equipment and technology of the Participating Member or the IKE 911 Center or the IKE JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), 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)) or any other applicable federal or State law.”

C. Approval of Payments. The IKE JETSB shall approve the payment of any allocation of ETSB Surcharge Funds, grant funds and other allocated revenues as requested by the designated Participating Member on behalf of a Participating Member or the IKE 911 Center or the IKE JETSB by resolution adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.

D. Receiving or Retaining Surcharge Funds. No Participating Member or PSAP shall be entitled to receive or retain Surcharge Funds, grant funds and other allocated revenues that exceed its allocation of ETSB Surcharge Funds, grant funds and other allocated revenues or to receive such funds for a reason that is inconsistent with the terms of this Agreement.

E. Deposit of Surcharge Funds. All moneys received by the IKE JETSB pursuant to a surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, shall be deposited into one or more separate interest-bearing bank accounts as required by applicable law (e.g., the Emergency Telephone System Fund Account). The Treasurer shall be custodian of all ETSB-related moneys held in the IKE JETSB accounts. All interest accruing on money in the IKE JETSB accounts shall remain in the account(s), until authorized by the Board for expenditure. No expenditures may be made from such IKE JETSB Fund accounts except upon the direction of the IKE JETSB by resolution passed by a majority of all members of the IKE JETSB. The IKE JETSB may also maintain additional bank accounts as required by law or as otherwise approved by a majority of the IKE JETSB.

F. Re-Calculation of Equal Share Based on New Membership. If a new member joins the IKE JETSB, a re-calculation of the “Equal Share / Proportionate Share” basis formula shall be
performed to adjust the allocations to account for adding the new member. The same re-
calculation and re-allocation process will occur in the event additional new members plus
another PSAP is added to the IKE JETSB.

G. **Local ETSB Funds Must Be Remitted to the IKE JETSB.** Upon termination of the local ETSBS,
the Local ETSB Reserves held by each Participating Member will be paid to the IKE JETSB
and will be expended only based on the passage of one or more resolutions by the IKE
JETSB authorizing the release of funds. There will be a credit given to the Participating
Member equal to the amount of Local ETSB Reserves paid to the IKE JETSB.

H. **Re-Calculation of Equal Share Based on Membership Changes or Other Factors.** In the
event the number of Participating Members changes, or in the event IKE JETSB provides
Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a
service agreement, then the methodology used to calculate each Participating Member’s
percentage share of IKE JETSB’s Annual Operating Costs shall be revised by utilizing any
such data, or different methodology that is deemed equitable and approved by the Board
by a **two-thirds (2/3rds) vote** of the total number of Board members.

6.3. **Allocation of Annual Operating Costs.**

A. **Annual Operating Costs Allocation Formula.** For the period from the Effective Date of this
Agreement to the termination of this Agreement, the allocation for the IKE JETSB’S and
the IKE 911 Center’s “Initial Annual Operating Costs” in its first fiscal year and the
allocation for the “Annual Operating Costs” for each subsequent fiscal year shall be
determined on a “Equal Share / Proportionate Share” basis, per Subsection 6.2 above,
and shall be chargeable to each Participating Member.

B. **Draft Start-Up Budget.** A draft “Start-Up Operating Budget”, which contains the
anticipated revenues and expenses of the IKE JETSB and the IKE 911 Center for the period
from the inception of this Agreement to the end of the first fiscal year, is attached as
Exhibit “B” to this Agreement. Exhibit “B” includes a chart establishing the respective
contribution amounts due for each Participating Member and includes the amount of
each Participating Member’s contribution(s), which amounts are based on the “Equal
Share / Proportionate Share” basis of each Participating Member. In the event the
number of Participating Members changes prior to the end of the first fiscal year, then
the methodology used to calculate each Participating Member’s percentage share of IKE
JETSB’S and the IKE 911 Center’s Annual Operating Costs shall be revised by the Equal
Share / Proportionate Share” basis or such other different methodology that is deemed
equitable and approved by the Board by a **two-thirds (2/3rds) vote** of the total number
of Board members.

6.4. **Annual Budget.**

The Board shall adopt an Annual Budget for the upcoming fiscal year at no later than its November
meeting each year. The Treasurer shall prepare a proposed Annual Budget for the Board to review and
discuss at the Board’s September and October meetings each year. The Board shall review the proposed
Annual Budget and direct the Treasurer to make such modifications as the Board deems proper and advisable.

6.5. Establishment of Participation Fees and Cost-Sharing.

A. Participation Fees. The Participation Fees of each Participating Member will be satisfied by the Surcharge Funds received on its behalf from the State of Illinois or from ETSB Funds or other funds contributed to the IKE JETSB by the Participating Member. The IKE JETSB may deduct the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Members of their respective Participation Fees and approval of an authorization resolution by the Board as required by Section 35 of the Act (50 ILCS 750/35). If there are not adequate funds to deduct and pay the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Members agree to contribute additional funds to satisfy their Participation Fees.

B. Initial and Subsequent Participation Fees. The initial Participation Fees shall be based on the Start-Up Budget as determined by the IKE JETSB, in its sole discretion, based on information provided by the Treasurer or any IKE JETSB-retained consultant or the IKE JETSB’s auditor. Thereafter, on an annual basis, the IKE JETSB, in its sole discretion, may establish one level of Participation Fees and additional other fees charged to the Initial Participating Members and one or more other levels of Participation Fees and additional other charges payable by members that join the IKE JETSB after its formation. The Participation Fees for the Initial Participating Members for the first full fiscal year of operation shall be based on the “Equal Share / Proportionate Share” basis formula(s) set forth in Subsection 6.2 above or as otherwise established by the Board, in its sole discretion, and from time to time may be amended. The Participation Fees will be paid annually to the IKE JETSB in monthly installments, by the tenth (10th) calendar day of the month based on an invoice from the IKE JETSB.

C. Surcharge Fund Allocation Formula. The annual Surcharge Fund Allocation Formula of Section 6.2 above is based on a formula that is established by the Board of Directors, in its sole discretion, and from time to time may be amended in accordance with this Agreement.

1. Cost-Sharing. The Board, in its discretion, shall have the authority to fix cost sharing charges for all Participating Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term Capital Costs and long-term Operating Costs and any other activities of the IKE JETSB and the IKE 911 Center will be cost-shared by the Participating Members, based on the “Equal Share / Proportionate Share” basis formula set forth in Subsection 6.2 above or as otherwise determined by the Board, with input from the Treasurer, any IKE JETSB-retained consultant and/or IKE JETSB’s auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.
2. **Supplemental Fees.** If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the IKE JETSB's matching portion of a grant) of the IKE JETSB or the IKE 911 Center, all Participating Members shall be obligated to timely pay any supplemental fees assessed by the IKE JETSB based on their Equal Share / Proportionate Share, as determined by the Board.

3. **Payment Due Date; Billing.** All Participation Fees shall be paid by the Participating Members to the IKE JETSB after the issuance of an itemized invoice based on a payment schedule (e.g., monthly or quarterly invoices) as determined by a majority vote of the Board. The payment shall be due within thirty (30) calendar days of the date of any invoice from the IKE JETSB. The invoices shall be sent by the Treasurer to the Participating Members by electronic mail and United States mail on the date of the invoice or the next business day. To the extent there are adequate funds in the JETSB’s ETSB Fund account(s) to pay the monthly or quarterly Participation Fees of the Participating Members, the Board may authorize the payment on behalf of the Participating Members from Surcharge Funds currently available in the Emergency Telephone System Fund or the Wireless Service Emergency Funds or other lawfully established bank account(s) or from the Participating Members. The Treasurer, or his/her designee, will be responsible for issuing billing statements to all Participating Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Board with input of the Treasurer.

4. **Payment of Fees.** Continued membership in the IKE JETSB shall be contingent upon the payment by each Participating Member of its established, mandatory Participation Fees and any additional fees and charges that may be established by the Board. Each Participating Member shall take all required actions to authorize the timely payment of its Participation Fees and other required fees, including any assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet its shared cost obligations under this Agreement or any addendum.

5. **Delinquent Account; Payment.** Any Participating Member whose allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

6. **Delinquent Account; Voting and Participation.** Any Participating Member who is delinquent in paying any uncontested Participation Fees and other required fees shall not be entitled to further voting privileges on the Board, nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Member is also subject to the removal provisions set forth in Article VII (Personnel Matters) below.
6.6. Treasurer.

A. The Finance Director of the Broadview, Illinois, or his/her designee, shall serve as the initial treasurer of the IKE JETSB ("Treasurer"). In the event the Broadview Treasurer declines to serve as Treasurer, then, upon approval by the Board, the treasurer, the chief financial officer, the finance director or any of the functional equivalents of a Participating Member or a person from an auditing firm may be appointed to serve as the Treasurer of the IKE JETSB for a one (1) year term that is renewable by a majority vote of the total number of Board members. The Treasurer shall have no voting authority on matters regarding the IKE JETSB and shall receive no additional salary or compensation for services provided to the IKE JETSB, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Member that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person’s term as Treasurer.

B. Duties. The Treasurer shall:

1. Be the custodian of all IKE JETSB Funds ("JETSB Funds"), including all Surcharge Funds held in the Emergency Telephone System Fund and the Wireless Service Emergency Fund or other authorized bank account(s).
2. Provide on-going counseling to the Board in matters of fiscal policy and fiscal administration of the IKE JETSB.
3. Make recommendations on investment policies and practices to the Board.
4. Act as one of the required signatories of all of the IKE JETSB’S bank accounts, checks and investment instruments.
5. Provide a bond in the amount of $250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board shall determine. If there is an extra cost for such bond, IKE JETSB shall pay the bond premium, or portion thereof, that exceeds the bond premium already paid by the Participating Member on behalf of the Treasurer. The liability of the Treasurer for the custody of the portions of IKE JETSB Funds that are authorized for release pursuant to resolutions adopted by the IKE JETSB terminates upon delivery of the funds to the person or persons or entity or entities entitled to receive such funds as directed in the resolutions.
6. Prepare the Annual Budget, and the operating and capital budgets and financial reports. Prepare and handle requests for proposals for financial consultants and provide recommendations to the Board for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the IKE JETSB and the IKE 911 Center.

C. Financial Reports and Warrant List. The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.
D. **Financial Operations.** All other necessary financial operations, including but not limited to accounting, accounts payable and payroll, shall be either outsourced to a third-party contractor or handled by the Treasurer.

E. **Funds on Deposit.** All monies received by the IKE JETSB shall be deposited into one or more FDIC-insured bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate budget amendment, and shall be authorized by the Board. All monies received by the IKE JETSB pursuant to a surcharge imposed by the Participating Members under any federal or State law shall be deposited and expended in accordance with applicable federal or State law. All monies received by the IKE JETSB pursuant to a surcharge imposed under Section 15.3 of the Act (50 ILCS 750/15.3) shall be deposited into separate interest-bearing Emergency Telephone System Fund accounts at a bank designated by the Board as maintained for itself and for each respective PSAP. All monies received by the IKE JETSB pursuant to a surcharge imposed under 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.,) shall be deposited into separate interest-bearing Wireless Service Emergency Fund accounts at a bank designated by the Board as maintained for itself and for each respective PSAP. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from one of the Emergency Telephone System Fund accounts or the Wireless Service Emergency Fund accounts, except upon direction of the Board. All expenditures from each of the Emergency Telephone System Fund accounts shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Wireless Service Emergency Fund accounts shall only be made to pay for the costs permitted by the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.). All monies received by the IKE JETSB pursuant to any surcharge (or similar revenue stream authorized by law) collected by the IKE JETSB under applicable federal or State law shall be retained and spent in accordance with applicable federal or State law, as amended. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

6.7. **Credit for Surcharge Payments.**

A. **Emergency Telephone System Fund.** Subject to each Participating Member using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their Fiscal Year 2017 and Fiscal Year 2018 ETSB budgets, each Participating Member shall be obligated to forward any and all other Surcharge Funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/1 et seq. ("Surcharge Funds") to the IKE JETSB for use by the IKE JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its Surcharge Funds into the IKE JETSB’s Emergency Telephone System Fund accounts maintained for each respective PSAP and for itself and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of Surcharge Funds deposited into the IKE JETSB’s interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or
other applicable laws. Surcharge Funds retained by a Participating Member shall be used
to complete any currently budgeted expenditures in compliance with Section 15.4 of the
Act and the Participating Member’s ordinances. The term “Surcharge Funds” includes all
monies received pursuant to any surcharge or similar revenue stream authorized by
federal or State law that are payable under or in place of the Act.

B. **Wireless Service Emergency Fund.** Subject to each Participating Member using any of its
remaining Surcharge Funds to pay for budgeted items or obligations that exist in their
Fiscal Year 2017 and Fiscal Year 2018 ETSB budgets, each Participating Member shall be
obligated to forward any and all payments it receives prior to or after the Effective Date
of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency
Telephone Safety Act (50 ILCS 751/1 et seq.) and/or the Prepaid Wireless 9-1-1 Surcharge
Act (50 ILCS 753/1 et seq.) (collectively “Wireless Surcharge Funds”), to the IKE JETSB for
use by the IKE JETSB as directed by this IGA. Each Participating Member shall be credited
for the deposit of its Wireless Surcharge Funds into the IKE JETSB’S interest-bearing
Wireless Emergency Telephone System Fund accounts or its Prepaid Wireless 9-1-1
Surcharge Fund accounts as maintained for each respective PSAP and for itself, and such
credit shall be applied to the Participation Fees, as directed by the Participating Member.
All expenditures of Wireless Surcharge Funds deposited into the IKE JETSB’s Wireless
Emergency Telephone System Fund accounts and the Prepaid Wireless 9-1-1 Surcharge
Fund accounts as maintained for each respective PSAP and for itself shall be used in
compliance with the applicable provisions of the Wireless Emergency Telephone Safety
Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or
other applicable laws. Wireless Surcharge Funds retained by a Participating Member shall
be used to complete any currently budgeted expenditures in compliance with the
applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et
seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Member’s
ordinances. The term “Wireless Surcharge Funds” includes all monies received pursuant
to any surcharge or similar revenue stream authorized by federal or State law that are
payable under or in place of the Wireless Emergency Telephone Safety Act and the
Prepaid Wireless 9-1-1 Surcharge Act.

C. **Authorization to Spend Surcharge Funds and Wireless Surcharge Funds.** Until the IKE
JETSB is formally certified by the Illinois Department of State Police, each Participating
Member’s local ETSB shall be authorized to spend its own ETSB Funds by adoption of the
required resolution(s). Once the IKE JETSB is certified, the local ETSBs will be terminated
pursuant to the adoption of ordinances by the Participating Members, as required by the
Act. Once certified, the IKE JETSB shall authorize by adoption of the required resolution(s)
the expenditure of all remaining local ETSB Funds of each Participating Member in
accordance with the applicable laws, but may expend a Participating Member’s local ETSB
Funds on behalf of the Participating Member by resolution consistent with the budgeted
items or obligations that exist in its respective Fiscal Year 2017 and Fiscal Year 2018 ETSB
budgets. The balance of such ETSB Funds shall be paid to the IKE JETSB’S Emergency
Telephone System Fund and the IKE JETSB’S Wireless Emergency Telephone System Fund
for use by the IKE JETSB for allowable purposes under applicable laws.

The Board shall cause an annual audit of the financial affairs of the IKE JETSB and the IKE 911 Center to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities and in accordance with the Illinois Government Account Audit Act (50 ILCS 310/1 et seq.) and Section 40 of the Act (50 ILCS 750/40). The Treasurer shall ensure that the IKE JETSB complies with annual audit filing requirements of the Illinois State Comptroller’s Office and any other federal or State audit filing requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Participating Member within thirty (30) calendar days of receipt by the IKE JETSB.


The Board may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures.

6.10. Procurement Policy.

Purchases and/or letting contracts shall be done in accordance with this Agreement, applicable federal and State law, and any procurement policy and guidelines adopted by the Board.

6.11. Authorized Signatories.

The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the IKE JETSB maintains accounts: (1) Chair of the Board; (2) Vice-Chair of the Board; and (3) Treasurer. There shall be a “two signatory requirement” policy for authorizing any transfer and withdrawal of IKE JETSB Funds or executing any checks or other instruments that draw IKE JETSB Funds out of any bank, title or trust companies, depositories or other financial institution at which the IKE JETSB maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals. The Treasurer shall distribute copies of all signed checks for review by the Board as part of a monthly or quarterly finance report.


The Board may authorize, by motion, resolution or ordinance, and approved at a public meeting, any officer or agent, other than the Chair and Vice-Chair, to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the IKE JETSB. Such authority may be general or confined to specific Board-approved instances.


No loans, notes or bonds shall be procured on behalf of the IKE JETSB and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.
ARTICLE VII
PERSONNEL MATTERS

7.0. IKE JETSB Personnel.

The Board does not intend to hire any full-time employees. The Board may hire one or more part-time employees to perform administrative functions for the Board. If the Board does hire an employee, it shall determine the number and job descriptions of persons employed by the IKE JETSB. The IKE JETSB may utilize employees of any Participating Member to perform administrative duties for the Board, but those employees, like the Treasurer of Broadview, shall remain employees of the Participating Members and those employees shall be covered for all types of insurances, including Worker’s Compensation claims, by the Participating Members even though the employee may be performing temporary duties for the Board. The IKE JETSB shall provide wages and such other employment benefits to its employees as deemed advisable by the Board. The IKE JETSB and each of the Participating Members are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

7.1. IKE 911 Center Personnel.

Each Participating Member shall be the sole employer of its own dispatchers and supervisory staff who work at the IKE 911 Center, shall be solely responsible to pay the salaries and employee benefits and costs of its own dispatchers and supervisory staff who work at the IKE 911 Center. All employee insurance coverages (health, life, disability, worker’s compensation, etc.) and all retirement and pension benefits of the dispatchers and supervisory staff who work at the IKE 911 Center shall remain with the employing Participating Member and its employment and retirement programs.

A. Staffing Level; Replacements. Each Participating Member shall be responsible for hiring, providing initial training and certifications, maintaining and supplying an adequate number of trained and certified dispatchers and supervisory staff to work at the IKE 911 Center to meet its staffing obligations as determined by the Operating Board. Should a dispatcher or supervisory staff member employed by a Participating Member separate from employment with the Participating Member, the Participating Member shall replace the employee within ninety (90) calendar days. The Participating Member who is not fully staffed shall be responsible for any overtime costs incurred by other members as a result of its staffing shortage. A failure to replace employee shall constitute a material breach of this Agreement and may subject the Participating Member from being removed from the IKE JETSB and the IKE 911 Center, unless the breach is cured within thirty (30) calendar days.

B. Participating Members Without Employees. If, on temporary basis, a Participating Member does not have any employees to work at the IKE 911 Center, one or more of the other Participating Members may provide an employee(s) to work for the Participating Member, who shall be responsible for all costs related to the replacement employee’s salary, employment benefits, insurance costs and pension costs. If a proposed Participating Member does not have any employees to work at the IKE 911 Center, the IKE JETSB may, by a two thirds (2/3rds) vote, approve an addendum to this Agreement to admit the proposed Participating Member provided that one or more Participating
Members agree to hire one or more additional employee(s) to handle the increased call volume from the new service territory of the new Participating Member, but the new Participating Member who has not allocated its employees to the IKE 911 Center, or otherwise does not have employees to staff the IKE 911 Center, shall be responsible for any costs related to background checks for hiring any new employee(s), the employee’s salary, employment benefits, insurance costs and pension costs related to Participating Member’s hiring of the new employee(s). The addendum shall also require the new Participating Member to indemnify, defend and hold harmless all other Participating Members of the IKE JETSB, officials, employees, agents, and assigns on the same terms as set forth in this Agreement.

7.2. **Labor Contract Matters.** Each Participating Member is responsible for engaging in collective bargaining in advance of the commencement date of the IKE 911 Center in order to reach an agreement with all labor unions representing its dispatchers and supervisory staff who will work at the IKE 911 Center for the transition from multiple PSAPs to the IKE 911 Center PSAP.

7.3. **Information Technology (IT) and Specialty Services.** The IKE 911 Center must be operational and functional on a 24/7 basis and, therefore, the Board and the Operating Board agree to cooperate in the retention and/or employment of competently trained and skilled employees and/or outside consultants who have expertise in information technology (IT) and specialty services to manage, maintain, repair and replace all of the IKE 911 Center’s communications and data delivery equipment, computers, phones, software, hardware and any other related components of the 911 dispatch system.

7.4. **Resignation and Removal for Non-Attendance or Non-Cooperation.**

    A. **Attendance.** Any member of the Board or any subcommittee (as established by the Board) who is absent from the regular meetings of such Board or subcommittee for three (3) consecutive regular meetings of such Board or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to majority of the total number of Board members or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board. In addition, any member of the Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally, or through their attorney, and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a majority vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) within sixty (60) calendar days of the removal to serve in that position.
B. **Non-Performance or Non-Cooperation.** Any member of the Board or any subcommittee (as established by the Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to majority vote of the total number of Board members or subcommittee, following the third (3rd) incident of non-performance or non-cooperation, or after the first instance of a felony criminal convictions, conduct bringing disrepute on the IKE 911 Center or the IKE 911 JETSB, or other conduct deemed to be serious misconduct or a breach of the rules and regulations of the IKE 911 Center by a majority of the Participating Members, shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days written notice of the date, time and location of the hearing before the Board shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a majority vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) within sixty (60) calendar days of the removal to serve in that position.

**ARTICLE VIII**

**INSURANCE**

8.0. **Required Insurance Coverage.**

As a condition of membership, each Participating Member shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms participation by the Participating Member in all aspects of the IKE JETSB and the IKE 911 Center and all of the officials, employees and volunteers of each Participating Member who perform services, directly or indirectly, for the IKE JETSB and the IKE 911 Center, including all persons who are appointed to serve on the Board or any subcommittee, shall be covered by the insurance policies that are in effect and cover the Participating Member. The certificates of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as “IKE Joint Emergency Telephone System Board” and the “Eisenhower Emergency Communication Center” (“IKE 911 Center”), the IKE 911 Operating Board and all persons appointed to serve on such Boards, established by intergovernmental agreement are additional insureds of the Participating Member. Copies of the certificates of insurance and endorsements for each Participating Member shall be attached to this IGA as Group Exhibit “C” and made a part hereof. While a member of this IGA, each Participating Member agrees to comply with the following minimum levels of insurance requirements:

8.1. **Scope of Coverage.**

A. **Commercial General Liability.** Insurance Services Office Commercial General Liability occurrence form CG 0001, including ISO Additional Insured Endorsement CG 2010 and CG 2026 or their equivalent forms.
B. **Automobile Liability.** Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

C. **Directors and Officers Liability Insurance.**

D. **Workers’ Compensation and Employers’ Liability.** Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

### 8.2. Minimum Limits of Coverage.

A. **Commercial General Liability.** $1,000,000 combined single limit per occurrence for bodily injury and for property damage, and $2,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than $2,000,000.

B. **Business Automobile Liability.** $2,000,000 combined single limit per accident for bodily injury and property damage.

C. **Workers’ Compensation and Employers’ Liability.** Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of $500,000 per accident.

D. **Directors and Officers Liability Insurance.** $1,000,000 each covered claim.

E. **Excess / Umbrella Policy.** $10,000,000 each covered claim.

### 8.3. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the obligation of each Participating Member.

### 8.4. Additional Requirements.** The insurance policies must contain, or be endorsed to contain, the following provisions:

A. **Commercial General Liability and Automobile Liability Coverage.** The IKE 911 Center and the IKE JETSB and their appointed officials, employees, volunteers, agents and representatives must be covered as additional insureds in all respects with no special limitations on the scope of protection afforded to the IKE 911 Center and the IKE JETSB and their appointed officials, employees, volunteers, agents and representatives.

B. **Property and Casualty Insurance Coverage for Building Addition.** Broadview, as the owner of the building that houses the IKE 911 Center, shall be solely responsible for maintaining all necessary types of building, fire and casualty property and liability insurance and other types of insurance to cover the replacement value of actual building (e.g., the construction costs of the building addition consisting of the exterior walls, insulation, basic mechanical systems (mechanical/electrical/plumbing/heating/air-conditioning), roof and finished interior walls that comprise the finished “shell” of the building prior to the IKE 911 Center Equipment being installed), excluding the replacement value of the IKE 911 Center Equipment.
C. Personal Property / Building Content / Equipment Insurance. The Participating Members agree to share equally in the premium cost for either one or more separate insurance policy(ies) or share equally the extra insurance premium increase in Broadview’s insurance to cover the replacement value of the IKE 911 Center Equipment and all of the construction costs of the build-out of the interior building addition with the IKE 911 Center Equipment, including the costs of any upgraded electrical service panel and related wiring and electrical services lines and heating/plumbing/air-conditioning systems that solely relate to and serve the IKE 911 Center, as set forth in the Conceptual Budget for Phase One (911 Center) for the IKE 911 Center (See, Exhibit “A”).

D. Joint Employer Insurance. To the extent commercially available, the Participating Members agree to explore obtaining a joint employer liability policy to cover the acts and omissions of the dispatchers, supervisory staff and the members of Operating Board and the operations of the IKE 911 Center and to share equally in the premium cost if obtained.

E. Conflict in Priority of Insurance Coverage. If there is a conflict in priority of insurance coverage, Broadview’s insurance shall be primary.

F. Primary Coverage. For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Members shall be secondary to the insurance coverages maintained by the IKE 911 Center and the IKE JETSB and their appointed officials, employees, volunteers, agents and representatives, if any. Any insurance or self-insurance maintained by the IKE 911 Center and the IKE JETSB and their IKE JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives, shall be the first level of insurance coverage and the Participating Members’ insurance coverages shall be in excess of the IKE JETSB’s insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the IKE JETSB is exhausted, each of the Participating Members’ insurance coverages will take effect on an equal-share prorated basis (e.g., two (2) Participating Members will each be responsible for one-half of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs). If the IKE 911 Center and the IKE JETSB do not maintain insurance coverages, then insurance coverages maintained by the Participating Members shall be jointly responsible on an equal-share prorated basis to contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs) brought against the IKE JETSB, the IKE 911 Center or any person appointed to or affiliated with or related to the IKE JETSB and the IKE 911 Center.

G. Reporting. In the event of a claim, demand, lawsuit or other action filed against the IKE JETSB or the IKE 911 Center and/or their respective appointed officials, employees, volunteers, agents and representatives, the IKE JETSB or the IKE 911 Center shall notify in writing each of its Participating Members so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a Participating Member shall not affect coverage and the indemnification and defense obligations provided to the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives and the IKE 911 Center and its appointed officials,
employees, volunteers, agents and representatives.

H. **Severability of Interests/Cross Liability.** The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s ability.

I. **Umbrella Policies.** If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Participating Member must name the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives as additional insureds under the excess/umbrella policy.

J. **Occurrence Form.** All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

K. **Workers’ Compensation and Employers’ Liability Coverage.** The insurer must agree to waive all rights of subrogation against both the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives and the IKE 911 Center and its appointed officials, employees, volunteers, agents and representatives for losses arising from work performed by any of the employees of a Participating Member.

L. **All Coverage.** Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice to the IKE JETSB by certified mail, return receipt requested.

M. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best’s rating of no less than A- and licensed to do business in the State of Illinois.

8.5. **Verification of Coverage.**

Each Participating Member must furnish the IKE JETSB with certificates of insurance naming the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives as additional insureds and with original endorsements affecting coverage and the indemnification and defense obligations required by this Agreement. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The IKE JETSB reserves the right to request a full certified copy of each insurance policy and endorsement.

Upon approval of this Agreement, the Board shall prepare and file an application on behalf of the IKE JETSB for membership into an intergovernmental self-insured risk management association or prepare and file an application(s) for insurance coverage with commercial insurers.

During the term of this Agreement, the Board will procure and maintain insurance, during the term of this Agreement, as usually held by public entities, including but not limited to: (1) workers’ compensation and employer’s liability coverages (if necessary); (2) property insurance coverages sufficient to cover the
replacement value of the IKE JETSB’s and the IKE 911 Center’s equipment, facilities, software and other assets; (3) general public liability coverages with limits of liability of at least Two Million and No/100 Dollars ($2,000,000.00) or in such other amounts deemed advisable by the Board; (4) directors and officers liability coverage in an amount not less than Three Million and No/100 Dollars ($3,000,000.00); (5) business loss or interruption insurance (if deemed necessary); (6) any other type of insurance needed for the operation of the IKE JETSB. The IKE JETSB’s public liability insurance and directors and officers liability coverage shall cover all appointed or designated representatives (e.g., the treasurer, the chief financial officer, the finance director, fire chief, police chief, IT staff), liaisons, executive directors, officers, committee members, employees, volunteers agents of the IKE JETSB, and the members of the IKE JETSB’S Board in connection with any alleged acts or omissions in connection with their lawful activities on behalf of the IKE JETSB. The Participating Members shall be named as additional insureds on all liability coverages maintained by the IKE JETSB. The Board may choose to provide the coverages required herein or any other coverages deemed advisable by the Board, in whole or in part, through the IKE JETSB’s participation in an intergovernmental self-insured risk association or the commercial market.

ARTICLE IX
ADDITIONAL MEMBERS

9.0. Eligibility.

All municipalities and other units of local government, as well as other providers of public safety services that operate an ETSB and receive Surcharge Funds, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join the IKE JETSB, as provided herein.

9.1. Approval of New (Participating) Members.

Upon approval as required herein, a new member shall have certain rights and obligations which shall be set forth in an addendum to this Agreement that shall contain the terms and conditions of membership as agreed to by the Board and the new member. Approval of a new member shall be contingent upon each of the following:

A. Approval and execution of an addendum to this Agreement;

B. Delivery to the IKE JETSB of a certified copy of a duly enacted ordinance in proper form, authorizing and directing execution of an addendum to this Agreement, and further agreeing to be bound by this Agreement and the By-laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the IKE JETSB;

C. Payment to the IKE JETSB of the required Participation Fee and any other fees, as determined by the Board, where said decision shall be based, in part, on information provided by the Treasurer, any IKE JETSB-retained consultant and/or the IKE JETSB’s auditor, and any other information that the IKE JETSB deems relevant;

D. Timely payment of all fees, costs and financial obligations required by this Agreement or an addendum, or as determined by the Board;
E. The Board’s determination that the IKE JETSB can adequately serve the new member without diminishing the ability of the IKE JETSB to continue to serve the other Participating Members;

F. Approval by a majority vote of the total number of Board members; and

G. Adoption of an ordinance by the New Member providing for the termination of the New Member’s existing local emergency telephone system boards, where said ordinance must rescind the local emergency telephone system board’s establishment, authority and operational functions.

ARTICLE X
TERM, WITHDRAWAL, TERMINATION AND DISSOLUTION

10.0. Voluntary Withdrawal.

An Initial Participating Member may, at any time after twenty-four (24) months after the Effective Date of this Agreement, give written notice of its intent to withdraw from the IKE JETSB, subject to the below conditions in this Section. All other Participating Members may, at any time after twenty-four (24) months after joining the IKE JETSB, give written notice of its intent to withdraw from the IKE JETSB, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

A. Withdrawal shall not take effect for two (2) calendar years from the date of such notification.

B. Upon withdrawal, the withdrawing member shall continue to be responsible for:

1. Its share of all the IKE JETSB fees and costs through the effective date of its withdrawal or the end of its allocated share of all IKE JETSB financial obligations;

2. Any contractual obligations it has signed separately with the IKE JETSB; and

3. The Recapture Fee, as determined by the Agreement.

If the withdrawal results in termination of this Agreement, then the withdrawing member shall participate in the termination of this Agreement and the dissolution of the IKE JETSB as set forth herein.

10.1. Involuntary Withdrawal.

A. Upon a two-thirds (2/3rds) vote of the total number of Board members, excluding the Participating Member at issue, a Participating Member’s participation in the IKE JETSB may be terminated for the following reasons:

1. The non-payment of any required fees, costs and other financial obligations within thirty (30) calendar days of written notice, if the non-payment is not timely resolved as provided for below.
2. Conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any of the terms of this Agreement or any adopted By-laws or other applicable laws or governmental regulations.

3. Non-compliance with or conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any protocols, orders, directives of the Board, the Treasurer, or industry standards or applicable laws or governmental regulations related to the operation of the IKE JETSB.

4. Otherwise legally prohibited from participating in this Agreement, including but not limited to legal or court ruling prohibiting said participation.

Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Member an opportunity to have its alleged default resolved pursuant to the provisions of Section 10.4. (Dispute Resolution; Negotiation) below.

B. The non-payment of any required fees, costs and financial obligations required by this Agreement within thirty (30) calendar days of notice by the IKE JETSB as set forth herein, or the refusal or failure of any Participating Member to be bound by any obligations of the IKE JETSB, shall constitute a default under this Agreement. The default may be cured within the thirty (30) calendar days following receipt of a notice of default. Involuntary withdrawal shall be subject to the following conditions:

1. Withdrawal shall take effect immediately or on a date established by a vote two-thirds (2/3rds) of the total number of Board members, excluding the Participating Member at issue.

2. Upon withdrawal, the withdrawing Participating Member shall continue to be responsible for:

   a. Its share of all IKE JETSB fees and costs and its allocated share of all IKE JETSB financial obligations required by this Agreement for a one (1) year period, commencing as of the date that the Board votes to terminate the membership of the Participating Member;

   b. Any contractual obligations it has signed separately with the IKE JETSB; and

   c. The Recapture Fee.

C. As the host Municipality, meaning that the IKE 911 Center is housed at Broadview-owned property, Broadview shall not be subject to ejectment or voluntary withdrawal.
10.2. Termination and Dissolution.

A. If the Board determines that the withdrawal of a Participating Member reduces the number of Participating Members to less than that feasible to keep the IKE JETSB operational, or upon the majority vote of the total number of Board members to dissolve or if there are only two (2) Participating Members and one (1) Participating Member decides to terminate this Agreement, then this Agreement shall be terminated as of an effective date to be determined by the Board.

B. Upon such termination, and after payment of all debts, all assets and all liabilities of the IKE JETSB, remaining funds shall be distributed among those Participating Members who were active members of the IKE JETSB at the time of termination or dissolution, on an “Equal Share / Proportionate Share” basis averaged over the preceding three (3) fiscal years. The Participating Members shall share, on an “Equal Share / Proportionate Share” basis averaged over the preceding three (3) fiscal years, all costs pertaining to debts and liabilities of the IKE JETSB and any other costs associated with terminating the operations of the IKE JETSB and the dissolution of the IKE JETSB. As part of the dissolution of the IKE JETSB and the termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to payment of the Recapture Fee as determined by this Agreement.

D. Upon such termination, and after payment of all debts and liabilities, the Participating Members shall cooperate to wind down the IKE JETSB as follows:

(1) The fixed assets of the IKE JETSB shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Members at the time of dissolution on an “Equal Share / Proportionate Share” basis as averaged during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions on an “Equal Share / Proportionate Share” basis by all active Participating Members, at the time of dissolution.

(2) All Participating Members shall share on an “Equal Share / Proportionate Share” basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the IKE JETSB and any other costs, fees and charges associated with terminating the operations of the IKE JETSB and the dissolution of the IKE JETSB.

(3) As part of the dissolution of the IKE JETSB and the termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to the Recapture Fee. The IKE JETSB’S auditor will determine the amount of any Recapture Fees.

(4) All public records, individual files and documentation shall be discarded in
accordance with the regulations of the Local Records Act, upon approval of the
Local Records Commission, or shall be distributed to the applicable Participating
Member which has jurisdiction of the subject matter of the file or documentation
for retention, without charge or offset.

10.3. Withdrawal of Participating Member or Dissolution of IKE JETSB; Surcharge Funds.

Upon withdrawal of a Participating Member or the dissolution of the IKE JETSB, all monies that are
allocated or attributable to the Participating Member(s) that are received or collected prior to or after the
effective date of the withdrawal or termination from any surcharge or revenue source authorized by any
federal or State law, including Section 15.3 of the Act (50 ILCS 750/15.3), 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.), shall be made available to the Participating Member(s) for use in accordance with applicable
federal or State law, but only after the allocated portion of the Participating Member's debts, liabilities
and obligations pertaining to its participation in the IKE JETSB or its withdrawal from the IKE JETSB or the
dissolution of the IKE JETSB have been fully paid, plus the allocated, accrued interest on such monies.

10.4. Dispute Resolution; Negotiation.

The Participating Members desire to resolve any future disputes that may arise between them relative to
this Agreement by avoiding termination of a Participating Member in the IKE JETSB or litigation.
Accordingly, the Participating Members agree to engage in good faith negotiations to resolve any such
dispute. If any Participating Member has a dispute about a violation, interpretation or application of a
provision of this Agreement, or if a dispute arises regarding a Participating Member's failure to comply
with the terms of this Agreement, then a written notice prepared by the affected party or his/her/its
representative (e.g., the Board, the Treasurer, or one or more of the Participating Members) shall be
served on the Chair, Counsel for the Board and upon the Participating Member at issue. The written notice
shall set 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 Chair then, within ten (10) calendar days of
receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve
the dispute. Such conference shall be conducted by the Chair within thirty (30) calendar days after notice
of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day
period (or such longer period to which the Parties may mutually agree), then either party may pursue
remedies available under this Agreement or available under applicable law. The Chair shall update the
Board on the status of such dispute resolution efforts.

ARTICLE XI
IKE 911 CENTER AND REGULATORY APPROVALS

11.1. IKE 911 Dispatch Center - Primary.

The Village of Broadview currently operates a full-service dispatch center from a facility located at 2350
South 25th Avenue, Broadview, Illinois (the "Broadview PSAP"). After the Phase One Project work is
completed under this Agreement, the Broadview PSAP shall become the IKE 911 Center and shall be the
primary site where dispatchers and supervisory staff employed by the Participating Members work on a
daily basis and provide dispatch services.
11.2. IKE 911 Dispatch Center – Alternate and Back-Up Facility.

The Village of Maywood currently operates a full-service dispatch center from a facility located at 125 South Fifth Avenue, Maywood, Illinois, which will be placed in dormant status once the IKE 911 Center is operational, but will be maintained as an alternate site should the IKE 911 Center become non-operable, subject to the IKE JETSB and Participating Members’ budgetary approvals. The IKE JETSB and the Participating Members agree to maintain a PSAP back-up agreement with another PSAP to serve as the back-up dispatch facility for purposes of performing dispatch services for the IKE 911 Center in the event of an emergency that disrupts the IKE 911 Center’s operations.

11.3. Provision of Dispatch Services.

Dispatch Services shall be provided by the IKE 911 Center in accordance with the IKE Dispatch Center Policies and Procedures Manual, as prepared, maintained and updated by the Operating Board. A copy of the IKE 911 Dispatch Center Policies and Procedures Manual is incorporated by reference into this Agreement and made a part hereof.

11.4. Lease of IKE 911 Dispatch Center.

For the duration of this Agreement, the Village of Broadview agrees to lease and provide “24 hours per day/7 days per week/365 days per year” access to the building addition that will house the IKE 911 Center and all of the IKE 911 Center Equipment its fixtures and existing equipment to the Participating Members, for one dollar ($1.00) per year, for use in accordance with the terms of this Agreement. Under the leasehold interest that are created by this Agreement, the IKE JETSB and the Operating Board (and all of their agents, representatives, contractors, consultants) and the personnel work will work at the IKE 911 Center shall have a right of access to and in the IKE 911 Center for purposes of installing, maintaining and operating the IKE 911 Center Equipment and complying with the obligations of this Agreement. Upon termination of this Agreement, the leasehold interests and rights of access that are created by this Agreement shall terminate without further notice or action by the IKE JETSB or any Participating Member. Upon withdrawal or termination of any Participating Member, the leasehold interests and rights of access that are created by this Agreement shall terminate as to that Participating Member.

A. Termination of Agreement. At the time of termination of this Agreement, title to any and all fixtures, equipment, software or hardware relating to the IKE 911 Center and the IKE 911 Center Equipment that are installed or located within the IKE 911 Center (or elsewhere in the Broadview Village Hall or on Broadview-owned real property) shall automatically be declared by the IKE JETSB to be surplus property and shall be conveyed to the then-owner of the IKE 911 Center, subject to payment of Recapture Fees by the Participating Member(s) who own(s) those building(s) or real property that house the IKE 911 Center and the IKE 911 Center Equipment. Unless otherwise agreed to in writing, the IKE JETSB and the other Participating Members, except the Participating Member that owns those building(s) or real property, shall not obtain any ownership rights or access rights beyond the leasehold access rights contained in this Agreement.

B. Termination or Withdrawal by Broadview. In the event that Broadview withdraws from or terminates its participation in the IKE JETSB and the IKE 911 Center, then the leasehold access rights provided by this Agreement shall also terminate. Title to IKE 911 Center and
the IKE 911 Center Equipment shall automatically be declared by the IKE JETSB to be surplus property and shall be conveyed to Broadview (or the the-owner of the real property), subject to payment of Recapture Fees by Broadview or the Participating Member(s) who own(s) those building(s) or real property that house the IKE 911 Center and the IKE 911 Center Equipment.

11.5. Radio Transmission.

The Board, with input from the Operating Board, will explore and evaluate options for operating public safety (fire department and police department) radio frequency transmission system ("RFTS").

11.6. Registration and Certification.

The Board shall communicate with and prepare and file all required documents with the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police and such other local, county, state and federal regulatory agencies to obtain and then maintain and update the IKE JETSB's regulatory registrations, certifications, licenses and approvals.

11.7. Training of IKE 911 Center Personnel.

All IKE 911 Dispatch Center personnel shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Operating Board, in all technical areas and disciplines relating to the provision of the dispatch services and the use of all IKE 911 Center Equipment in accordance with applicable laws and regulations and the IKE 911 Center Dispatch Center Policies and Procedures Manual, 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"). Initial training and certification costs of newly hired dispatchers and supervisory staff who will work at the IKE 911 Center shall be paid by the employer-Participating Member. The IKE JETSB, in its discretion, may approve payment of any required or advanced training and certification of dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board, subject to budgetary limitations.

11.8. Accreditation. The Board, with input from the Operating Board, will explore and evaluate options for applying for and receiving accreditation status from national and State recognized accreditation organizations that pertain to the services performed by the IKE 911 Center. The Board will determine the viability of and timetable for pursuing accreditation from one or more accreditation organizations after evaluating and determining that IKE 911 Center has adequate staffing and budgetary resources to pay for the costs associated with achieving and maintaining accreditation status.
ARTICLE XII
INDEMNIFICATION

12.0. Indemnification Generally.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the IKE JETSB agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives and any of its Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the IKE JETSB shall indemnify, defend and hold harmless any Participating Member or any person who was or is made a party to a pending or completed action, suit or proceedings by reason of fact that such Participating Member or person is or was a director, officer or agent of the IKE JETSB, against and from any expenses (including reasonable attorney’s fees and litigation expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such Participating Member or person acted in good faith on behalf of the interests of the IKE JETSB. The determination of whether any Participating Member or an individual acted in good faith on behalf of the interests of the IKE JETSB shall be made by a majority vote of the total number of Board members. This indemnification shall not apply to any punitive damages or if the indemnification would otherwise be prohibited by law.

12.1. Indemnification – Mutual Obligations.

To the fullest extent permitted by law, each of the Participating Members agrees to defend, indemnify and hold each of the other Participating Members and their respective 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, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Member, or its respective appointed and elected officials, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the IKE JETSB and any of its appointed and elected officials, employees, volunteers, agents and representatives, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

ARTICLE XIII
LEAD AGENCY

13.0. Lead Agency.

Subject to approval by a majority of all of the Board members, the IKE JETSB may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the IKE JETSB and other third parties, including any of its Participating Members.
13.1. Intergovernmental Arrangements.

Subject to approval by a majority of all of the Board members, the IKE JETSB may enter into appropriate intergovernmental agreements with one or more of the Participating Members or with other third parties for any lawful, public purposes.

ARTICLE XIV
MISCELLANEOUS

14.0. Limitation of Liability.

The liabilities, contracts, obligations, debts and property of the IKE JETSB shall not be considered in any way a liability, contract, obligation, debt or property of the individual Participating Members which together form the IKE JETSB. No officer, agent, employee or director of the IKE JETSB shall have any authority under this Agreement to extend the contractual liability of any party hereto in any manner not approved by the Board.

14.1. Member Equipment.

Each Participating Member shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Member and not a benefit to the IKE JETSB as a whole.

14.2. Amendments to this Agreement.

Except for amendments to certain terms, provisions and sections of this Agreement that are specifically within the authority of the Board to approve as set forth herein, this Agreement may not be amended, except by written addendum or amendment duly authorized and adopted by the corporate authorities of each Participating Member who desire to continue to participate in this Agreement.

14.3. Duration.

This Agreement and the IKE JETSB shall continue in effect until terminated as provided herein.

14.4. Remedies.

Each of the Parties to this Agreement agrees that money damages or termination of this Agreement will not be an adequate remedy in the event of a default. Accordingly, the Parties hereto explicitly agree that any one or more Parties hereto aggrieved by the default hereunder of any one or more of the other Parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Agreement shall be construed to deprive an aggrieved party of any remedy afforded by law or equity.

14.5. Assignment.

The rights or obligations of each Participating Member under this Agreement may not be transferred.

If any part of this Agreement is determined to be invalid by a court of law, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.


All notices and other communications required or permitted under this IGA shall be in writing and may be personally delivered, faxed, e-mailed or sent by first class mail, postage prepaid, addressed to the Village President or the Village Administrator/Village Manager of the Participating Member(s) at their business mailing address and electronic telecommunications contact information. 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 or e-mailed, or three (3) calendar days after being mailed, as the case may be. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. In addition to other reasonable means of communications, electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.


Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

14.9. Complete Agreement; Amendment. This Agreement contains the entire understanding between the Villages 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 Villages relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change to this Agreement shall be allowed. Any modification, amendment or change to this Agreement shall be in writing, approved by the Villages, and executed by the Village Presidents or their designees.

14.10. Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The Villages acknowledge that they have had an opportunity to review and revise this Agreement, and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law.

14.11. Compliance with Laws. The Parties to this IGA shall comply with all applicable federal, state and local laws for the jurisdiction in which the IKE 911 CENTER will be located, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

A. Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference
with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act, 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government, or school district in the State of Illinois in that officer’s or employee’s official capacity. Nor has either of the Villages and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Villages been so convicted nor made such an admission.


C. Conflict of Interest. Each Party represents and certifies that, to the best of their own respective knowledge: (1) no employee or agent of either of the Villages is interested in the business of the other Party or this Agreement; (2) as of the date of this Agreement, neither Party nor any person employed or associated with either Party has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Party nor any person employed by or associated with either Party shall at any time during the term of this Agreement obtain or acquire
any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the respective dates set forth below. This Agreement may be executed in duplicate originals.

SIGNATURE PAGES TO FOLLOW
IN WITNESS WHEREOF, the below authorized official of the Village of Broadview has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 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 2605/2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the Village of Broadview.

Village of Broadview

Name: Katrina R. Thompson
Village President

Date: 04.02, 2018

Attest:

Name: Kevin McElrath
Village Clerk

Date: 4-2-18, 2018
IN WITNESS WHEREOF, the below authorized official of the Village of Maywood has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 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 2605/2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the Village of Maywood.

Village of Maywood

Name: EDWENNA PERKINS
Village President

Date: 4-3-18, 2018

Attest:

Name: VIOLA MINS
Village Clerk

Date: 4-3-18, 2018
Exhibit "A"

Conceptual Budget for Phase One (911 Center) Project Costs and Phase Two (Village Hall and Police Station Addition / Renovation) Project Costs dated September 11, 2017 and prepared by FGM Architects (attached)
Exhibit "B"

Start-Up Operating Budget

TO BE ATTACHED BY BOTH PARTIES BY APRIL 30, 2018
Group Exhibit "C"

Insurance Certificates and Endorsements of each Participating Member

TO BE ATTACHED BY BOTH PARTIES BY APRIL 30, 2018
# Certificate of Liability Insurance

**Producer:**
Mesibow Insurance Services, Inc.
353 N. Clark St 11th fl
Chicago, IL 60654

**Insured:**
Village of Broadview
2350 S. 25th Ave
Broadview, IL 60153-3800

**Coverages**

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**Description of Operations / Locations / Vehicles:**
IKE JETSB and the IKE 911 Center and all of the officials, employees, volunteers, agents and representatives are listed as additional insureds per written contract with regards to General Liability. Insurance is considered primary and non-contributory.

Waiver of Subrogation applies to IKE JETSB and its appointed officials, employees, volunteers, agents and representatives and the IKE 911 Center and its appointed officials, employees, volunteers, agents and representatives.

30 day notice of cancellation applies to the certificate holder.

**Certificate Holder:**
IKE JETSB and the IKE 911 Center
2350 South 25th Avenue
No Suburban Facility, IL 60155

**Cancellation:**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**Authorized Representative:**
[Signature]

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