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 PSAP’s 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 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 trunk 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
Agreements
Carrier Listing
Test Plan

shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

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.

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 trunk 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.
## 911 GENERAL INFORMATION

**DATE:**

<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>Current System Name:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glenview ETSB 44,868 13.99sq, Graylake ETSB 24,653.9.87sq</td>
<td>Population Served</td>
<td>69,541</td>
<td>23.86</td>
</tr>
<tr>
<td>Highland Park ETSB 29,914 12.20sq, Highwood ETSB 5,354 0.71sq</td>
<td></td>
<td>35,268</td>
<td>36.77</td>
</tr>
<tr>
<td>Lake Bluff ETSB 5,710 4.05sq, Lake Forest ETSB 19,735 17.18sq</td>
<td></td>
<td>25,445</td>
<td>21.23</td>
</tr>
<tr>
<td>Morton Grove ETSB 23,373 5.09sq, Niles ETSB 29,931 5.85sq</td>
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<td>53,304</td>
<td>10.94</td>
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<td></td>
<td></td>
<td>183,558</td>
<td>92.8</td>
</tr>
</tbody>
</table>

System Name after Consolidation: Glenview Joint ETSB

### PSAP EFFECTED:

<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>Glenview Public Safety Dispatch - South aka: GPSDC-S</td>
<td>Remain Open</td>
<td></td>
<td>Primary</td>
<td></td>
</tr>
<tr>
<td>Glenview Public Safety Dispatch - North aka: GPSDC-N</td>
<td>Remain Open</td>
<td></td>
<td>Primary</td>
<td></td>
</tr>
</tbody>
</table>

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911 System Contact: Brent Reynolds
Street Address: 2500 East Lake Ave
City, State and Zip Code: Glenview, IL 60026
Office Telephone: (847) 901-6072
Cellular Telephone: (847) 514-6035
Email: breynolds@glenview.il.us

### Wireless Coverage for Consolidated System:

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

### Please check if applicable:

- X NG9-1-1 capable
- Receive 9-1-1 Text
- Receive 9-1-1 Video
VERIFICATION

I, Brent Reynolds, Director of Glenview Public Safety Dispatch, first being duly sworn upon oath, depose and say that I am Director of Glenview Public Safety Dispatch; that I have read the foregoing plan by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.


Brent Reynolds

Subscribed and sworn to before me
this 29 day of June, 2016.

[Signature]
Lisa A. Goodwin
NOTARY PUBLIC, ILLINOIS

OFFICIAL SEAL
LISA A. GOODWIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/02/19
June 29, 2016
(Date)

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

AT&T Global Services - 911 Public Safety
(9-1-1 System Provider Company Name)

4918 W 95th St.
(Street Address)

Oaklawn, IL 60453
(City, State, Zip Code)

Dear Lisa M. 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,

[Signature]

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>☒</td>
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<tr>
<td>2. Type of Radio/Telecommunications systems compatible with participating and adjacent agencies.</td>
<td></td>
<td></td>
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<tr>
<td>□ STARCOMM21</td>
<td></td>
<td></td>
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<tr>
<td>□ STARCOMM21 ITTF channels only</td>
<td></td>
<td></td>
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<tr>
<td>☒ Other, explain below</td>
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<tr>
<td>STARCMM21 and Conventional UHF/VHF</td>
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<td>3. Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200(b)(3)?</td>
<td>☒</td>
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<tr>
<td>4. Have you included maps to show the territory covered by the system?</td>
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<td>□ Yes</td>
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<td>□ No</td>
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<td>Plans submitted without this documentation will be rejected.</td>
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<td>5. Have you included a listing of all telephone companies?</td>
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<td>□ Yes</td>
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<td>□ No</td>
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<td>Plans submitted without this documentation will be rejected.</td>
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<td>6. Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?</td>
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<td>□ Yes</td>
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<td>□ No</td>
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<td>Plans submitted without this documentation will be rejected.</td>
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<tr>
<td>7. Have you included a list of participating and adjacent agencies?</td>
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<td>□ Yes</td>
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<td>□ No</td>
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<td>Plans submitted without this documentation will be rejected.</td>
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<td>8. Have you included financial information?</td>
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<td>□ Yes</td>
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<tr>
<td>□ No</td>
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<tr>
<td>Plans submitted without this documentation will be rejected.</td>
<td></td>
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<tr>
<td>□ This is an unserved county that will require public education. (See attachment.)</td>
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<tr>
<td>☒ This is an existing 9-1-1 system(s) and does not require public education.</td>
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<tr>
<td>10. Training.</td>
<td>☒</td>
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<tr>
<td>□ This is an unserved county that will require training. (See attachment.)</td>
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<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>
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<tr>
<td>11. Use of TTY's and Training</td>
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<tr>
<td>□ This is a unserved county that will require training. (See attachment.)</td>
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<tr>
<td>☒ This is an existing 9-1-1 system(s) and does not require internal training.</td>
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</tbody>
</table>
| 12. | Have you included call handling and aid outside jurisdictional boundary agreements?  
Yes  
No  
Plans submitted without this documentation will be rejected. |
| 13. | Have you included a new system diagram?  
Yes  
No  
Plans submitted without this documentation will be rejected. |
| 13a. | Does the new system diagram include all PSAP(s) and backup PSAP location(s)?  
Yes  
No  
Plans submitted without this documentation will be rejected. |
| 14. | Have or will all areas within the 9-1-1 system be addressed for the database?  
Yes  
No  
If no, please explain.  
Existing  
|
| 14a. | Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.  
Existing  
|
| 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.  
AT&T, Next Gen ready  
|
NARRATIVE STATEMENT:

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

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

Plan Narrative:

See attached narratives from when the existing consolidations were approved.
Narrative

The modification that is being requested herein is based upon the fact that the Village of Glenview (hereafter Glenview) and its E9-1-1 dispatch center Glenview Public Safety Dispatch Center (hereafter GPSDC) have entered into a contractual agreement with the Village of Lake Bluff, and Cities of Highwood, Highland Park, and Lake Forest to combine their existing E911 Public Safety Answering Points (hereafter PSAPs) into one consolidated PSAP. To accomplish this consolidation of PSAPs Glenview will open a second location GPSDC North which will be located in Highland Park at 1677 Old Deerfield Rd, Highland Park, Illinois 60035. Specifically, the GPSDC North dispatch facility is located in the lower level of the Highland Park Police Department Building. This new facility is in addition to the current GPSDC facility located in Glenview and it will be occupying the former Highland Park E911 dispatch center. This new dispatch center will provide E911 call handling and emergency communications for the following agencies:

- City of Highland Park
  - Police Department
  - Fire Department (including EMS)
- City of Highwood
  - Police Department
- Village of Lake Bluff
  - Police Department
  - Fire Department (including EMS)
- City of Lake Forest
  - Police Department
  - Fire Department (including EMS)

The GPSDC North facility located in the Highland Park Police Department was constructed in concert with the new Highland Park Police Department at the same location in 2007. This dispatch center is located on the first floor and the facility is secured from outside access by no less than two barriers at all times. GPSDC recently purchased an upgrade to the E911 selective router allowing for additional growth, geo-diverse backup, and Next Gen 911 capabilities. Other equipment purchased for this center includes, but is not limited to: Bramic ergonomic consoles, Motorola radio console, digital instant recall recorders, voice logging recorders, New World Systems Computer Aided Dispatching, Spectracom PBX and GPS controlled net clock, three phase uninterruptible power supply 208 V input 208V output with outside generator. The facility will have a minimum of (2) positions staffed (24/7/365) and the ability to increase up to 7 positions for peak periods of operation. In addition existing part time Telecommunicators can also be added to the staffing to accommodate peak periods. The positions have been broken down to One (1) dedicated Telecommunicator per position within the center being the consolidate police channel, consolidated fire channel. Position three is a dedicated call taker position, and the four other positions are backup position and also for use by the GPSDC agencies located in the GPSDC facility in Glenview for backup.

The architecture of the E911 system will direct all calls to the GPSDC North facility located in Highland Park that fall into the Selective Routing Tables for Highwood, Highland Park Lake Bluff, and Lake Forest while continuing to direct all calls that fall into the Selective Routing Tables for Glenview to the GPSDC facility located in Glenview. This will include both wire line and wireless 9-1-1 trunk circuits. The current selective router for the both PSAPs is located at the LEC facility in Elk Grove Village. The centers are staffed 24 hours per day.
without exception. Calls for emergency services will be processed through a state of the art emergency call handling system, voice recording system, radio transmission system, and CAD resource system.

Connectivity between both facilities will be provided through two different solutions. the first is fiber, and the second is via microwave radio. This connectivity will allow for the geo diverse Cassidian 911 phones system to maintain the redundancy of the phone system between both facilities. These connections will allow for a seamless connection and ability to failover between the primary connection (fiber) and the secondary (microwave) should the connection fail or the quality of service fail below the acceptable threshold. In the event the primary and secondary connectivity should fail both sites can continue to operate independently and should one of these facilities completely fail the 911 trunks can be switched to the other facility.

All seven (7) operator position at the GPSDC North facility in Highland Park will have ANI/ALI capabilities. In addition all positions have TTY services provided in the form of text messaging from the Cassidian controller. This procedure is seamless to the calling party regardless of communication method used (voice vs. TTY). This center meets all standards required of a 911 PSAP.

All eight (8) operator position at the GPSDC facility in Glenview will have ANI/ALI capabilities. In addition all positions have TTY services provided in the form of text messaging from the Cassidian controller. This procedure is seamless to the calling party regardless of communication method used (voice vs. TTY). This center meets all standards required of a 911 PSAP.

Telecommunications operators will enter the call information into a call management or CAD system. The CAD system will validate the caller/incident location and display recommended response units, prior calls at location, known hazards, and any other appropriate information. The unit assignment will then be transmitted to the responding agencies via radio frequency, telecommunications circuits, or mobile data terminal.

All GPSDC facilities will maintain the current ability to transfer any misdirected E911 calls to adjacent agencies through the use of a Flash transfer system. This system will forward ANI/ALI information to the receiving agency. GPSDC staff will gather critical information from the caller, including but not limited to call back information, prior to initiating the call transfer to ensure appropriate response is completed. Radio communications with adjacent agencies is also currently in place at both GPSDC facilities.

The Glenview Public Safety Dispatch Center (GPSDC) PSAP (enhanced) located in Glenview, IL will operate as the backup and overflow PSAP for the GPSDC 9-1-1 trunks that terminate in the GPSDC North PSAP located in Highland Park. Emergency radio communications will continue to be provided from the GPSDC center. In the event that radio communications are not able to continue from the GPSDC North facility in Highland Park the GPSDC PSAP in Glenview will provide backup services. In addition the GPSDC North facility in Highland Park will be the backup PSAP for the Deerfield PSAP providing backup 911 services to the following agencies; Deerfield Police, Bannockburn Police, and Riverwoods Police. The GPSDC facility will continue to provide backup 911 services to Northbrook 911 PSAP.
All Telecommunication Operations providing police and fire services at the GPSDC facilities are trained and certified by ICJIS in the operation of the LEADS/NCIC system. Proof of certification is retained on file with the Director of Public Safety Support Services. Operations' training is provided to each Telecommunication Operator via an in-house adaption of the Association of Public-Safety Communications' Officials International Inc. (APCO) training syllabus to meet or exceed the standards as defined within the Illinois Administrative Code Section 83 Part 725. Proof of training is retained on file with the Director. Emergency Medical Dispatching Certification is obtained through the Priority Dispatch System and submitted to all appropriate EMS coordinators and the Department of Public Health as required by IDPH Standards.

The GPSDC Standard Operating Procedures (SOP) document state that callbox failures will result in the immediate transportation of a telecommunication Operator to the LEC Central Office facilities associated with the point of failure.
Narrative

The modification that is being requested herein is based upon the fact that the Village of Grayslake has entered into a contractual agreement with Glenview Public Safety Dispatch Center (hereafter as GPSDC) to combine its existing E911 Public Safety Answering Points (hereafter PSAP). The Village of Grayslake is currently operating as a PSAP under the previously granted authority of the Illinois Commerce Commission, Docket number 91-0123. The physical location of the GPSDC Dispatch Facility is 2500 East Lake Ave, Glenview, Illinois 60026. Specifically, the GPSDC dispatch facility is located in the lower level of the Glenview Public Safety Building. This dispatch center currently provides E911 call handling and emergency communications for the following agencies:

- Village of Glenview
  - Police Department
  - Fire Department (including EMS)

The Village of Grayslake ETSB will continue to maintain control over any E911 surcharge money and is simply requesting the contract their dispatching services to GPSDC. The contractual agreement between GPSDC and the Village of Grayslake contains a cancellation clause in section 8 of the contract as follows.

By written notice served by the party desiring to terminate this Agreement upon the other parties specifically stating that the party sending the notice is exercising its right to terminate this Agreement. Such a notice shall be effective only at the end of the initial term or any renewal term and only if served upon the other parties not less than fifteen (15) months prior to the expiration of the initial term or the then-current renewal term, as applicable.

However, this clause further specifies that GPSDC will make all necessary efforts to resolve any conflicts during a meet and confer period as such.

In the event that any party provides written notice pursuant to Section 8.B.2 above, each party agrees to: (1) appoint, delegate and authorize one representative of such party to meet and confer with the appointed, delegated and authorized representative of the other parties promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the parties might mutually agree to renew and continue their cooperative relationship under this Agreement, and (11) require their representative to faithfully report the nature of such discussions to their respective governmental body. The parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than three months following notice ("Meet and Confer Period").

The primary change will be reflected at the current PSAP for the Village of Grayslake and Grayslake Fire Protection District. This PSAP will move from the existing location FoxComm Dispatch Facility 301 S US Route 59, Fox Lake, Illinois 60020.
The GPSDC facility was constructed in concert with the new Glenview Police Department at the same location in 2004. This dispatch center is located completely below ground without visible advertisement as to its operation. The facility is secured from outside access by no less than two barriers at all times. GPSDC purchased all new equipment for the operation of the center with appropriate considerations for rapid growth. The new equipment purchased for this center includes, but is not limited to: Bramic ergonomic consoles, Motorola radio console and phone systems, Plant/CML, E911 selective router, digital instant recall recorders, DVD voice logging recorders, New World Systems Computer Aided Dispatching, Spectracom PBX and GPS controlled net clock, three phase uninterruptible power supply 208 V Input 208V output with outside generator. Previously GPSDC was staffed (24/7/365) by Telecommunication Operators. The inclusion of Grayslake into the facility will result in four (4) positions staffed (24/7/365). In addition part time Telecommunicators have been added to the staffing to accommodate peak periods. The positions have been broken down to One (1) dedicated Telecommunicator per position within the center being Glenview Police, Grayslake Police and Glenview Fire department. The fourth position is a backup/ supervisor position and the fifth is strictly for call-taking to assist with volume.

The local exchange carrier (hereafter as LEC) for the Village of Grayslake and the Grayslake Fire Protection District is AT & T; GPSDC will continue to utilize this automatic number Identification (ANI) and automatic location identification (ALI) from AT & T. The ANI/ALI database will also be supplied by the LEC and shall be updated on a daily basis. AT & T is currently providing services to the GPSDC dispatch facility as a LEC. The services provided have been outlined in Exhibit 5 of this document.

The E911 system will provide police, fire and emergency medical services for all the residents and occupants of the Village of Grayslake and the Grayslake Fire Protection district. Police, Fire and emergency medical services will continue to be provided by the Grayslake Police and Fire Protection District. The existing master street and address guides (hereafter as MSAG) will continue to be utilized by GPSDC. All residents and occupants within the boundaries of the Village of Grayslake and Grayslake Fire Protection District will have unfettered access to the E911 system.

The architecture of the E911 system will direct all calls to the GPSDC facility that fall into the Selective Routing Tables for the Village of Grayslake and the Grayslake Fire Protection District. This will include both wire line and wireless 9-1-1 trunk circuits. The current selective router for the Village of Grayslake and the Grayslake Fire Protection District is located at the LEC facility in Elk Grove Village and Northbrook. GPSDC will be the recipient of all requests for emergency services provided by the Grayslake Police Department. The center is staffed 24 hours per day without exception. Calls for emergency services will be processed through a state of the art emergency call handling system, voice recording system, radio transmission system, and CAD resource system. All Grayslake Fire Protection District calls for service will be transferred via a supervised transfer to FoxComm so that fire and ems services can be dispatched.

All five (5) operator position at the GPSDC facility have ANI/ALI capabilities. In addition all positions have TTY services provided in the form of text messaging from the Plant/CML 9-1-1 controller. This procedure is seamless to the calling party
regardless of communication method used (voice vs. TTY). This center meets all standards required of a 911 PSAP and has been operating as an approved PSAP in the State of Illinois on behalf of Glenview.

Telecommunications operators will enter the call information into a call management or CAD system. The CAD system will validate the caller/incident location and display recommended response units, prior calls at location, known hazards, and any other appropriate information. The unit assignment will then be transmitted to the responding agencies via radio frequency, telecommunications circuits, or mobile data terminal.

All adjacent agencies that border the geographical limitations of the village of Grayslake and the Grayslake Fire Protection District have been contacted about the purposed system. These agencies are listed within Exhibit 4 of this document.

GPSDC will maintain the current ability to transfer any misdirected E911 calls to adjacent agencies through the use of a Flash transfer system. This system will forward ANI/ALI information to the receiving agency. GPSDC will gather critical information from the caller, including but not limited to call back information, prior to initiating the call transfer to ensure appropriate response is completed. Radio communications with adjacent agencies is also currently in place at the GPSDC facility.

The Round Lake Area Dispatching center (Cencom) PSAP (enhanced) will continue to operate as the backup and overflow PSAP for the GPSDC 9-1-1 trunks. Emergency radio communications will continue to be provided from the GPSDC center. IN the event that radio communications are not able to continue from the GPSDC facility the Cencom PSAP will provide backup services.

All Telecommunication Operations providing police services at GPSDC are trained and certified by ICJIS in the operation of the LEADS/NCIC system. Proof of certification is retained on file with the Director of Communications. Operations’ training is provided to each Telecommunication Operator via an in-house adaption of the Association of Public-Safety Communications’ Officials International Inc. (APCO) training syllabus to meet or exceed the standards as defined within the Illinois Administrative Code Section 83 Part 725. Proof of training is retained on file with the Director of Communications. Emergency Medical Dispatching Certification is obtained through the Priority Dispatch System as instructed through the College of Lake County Illinois and submitted to all appropriate EMS coordinators and the Department of Public Health as required by IDPH Standards.

The GPSDC Standard Operating Procedures (SOP) document state that callbox failures will result in the immediate transportation of a telecommunication Operator to the LEC Central Office facility associated with the point of failure. For the Village of Grayslake and the Grayslake Fire Protection District the LEC is AT & T.

Funding for the operation is provided by the member agencies allocated by each participant in the system. These funds may be a combination of general revenue funds and monies collected by the associated ETSB from their wire line and wireless E911 surcharges.
Public education in the proper use of E911 will continue to be provided by the member agency. In addition, GPSDC may provide supplemental resources to inform the public in the proper use of E911. This may include, but is not limited to, public service announcements, printed materials, newsletters, public speaking engagements, and public notices.
**Narrative**

The modification that is being requested herein is based upon the fact that the Village of Morton Grove and its ETSB has entered into a contractual agreement with Glenview Public Safety Dispatch Center (hereafter as GPSDC) to provide emergency 911 services. The physical location of the GPSDC Dispatch Facility is 2500 East Lake Ave, Glenview, Illinois 60026. Specifically, the GPSDC dispatch facility is located in the lower level of the Glenview Public Safety Building. This dispatch center currently provides E911 call handling and emergency communications for the following agencies:

- Village of Glenview
  - Police Department
  - Fire Department (including EMS)
- Village of Grayslake
  - Police Department (includes contract services to Village of Hainesville)

The North Suburban Joint ETSB will dissolve and Morton Grove's new ETSB will maintain control over any E911 surcharge money and is simply requesting GPSDC become Morton Grove's PSAP and to allow Morton Grove to contract their dispatching services to GPSDC. The contractual agreement between GPSDC, the Village of Morton and it's ETSB contains a cancellation clause in section 8 of the contract as follows.

The primary change will be reflected at the current PSAP for the Village of Morton Grove. This PSAP will move from the existing location North Suburban Emergency Communications Center 1420 Miner Street, Des Plaines, Illinois 60016.

The GPSDC facility was constructed in concert with the new Glenview Police Department at the same location in 2004. This dispatch center is located on the first floor and the facility is secured from outside access by no less than two barriers at all times. GPSDC recently purchased an upgrade to the E911 selective router allowing for additional growth, geo-diverse backup, and Next Gen 911 capabilities. Other equipment purchased for this center includes, but is not limited to: Bramac ergonomic consoles, Motorola radio console, digital instant recall recorders, DVD voice logging recorders, New World Systems Computer Aided Dispatching, Spectracom PBX and GPS controlled net clock, three phase uninterruptible power supply 208 V Input 208V output with outside generator. Previously GPSDC was staffed (24/7/365) by Telecommunication Operators. The inclusion of Morton Grove into the facility will result in four (4) positions staffed (24/7/365) and the ability to increase up to 6 positions for peak periods of operation. In addition existing part time Telecommunicators can also be added to the staffing to accommodate peak periods. The positions have been broken down to One (1) dedicated Telecommunicator per position within the center being Glenview Police, Grayslake Police, Glenview Fire department, and the Morton Grove/Niles Police. The fifth and sixth positions are call taker and backup/ supervisor positions.

The local exchange carrier (hereafter as LEC) for the Village of Morton Grove is AT & T; GPSDC will continue to utilize this automatic number identification (ANI) and automatic location identification (ALI) from AT & T. The ANI/ALI database will also be supplied by the LEC and shall be updated on a daily basis. AT & T is currently providing services to the GPSDC dispatch facility as a LEC.

The E911 system will provide police, fire and emergency medical services for all the residents and occupants of the Village of Morton Grove. Police, Fire and emergency medical services will continue to be provided by the Morton Grove Police and Fire. The existing master street and address guides (hereafter as MSAG) will continue to be utilized by GPSDC. All residents and
occupants within the boundaries of the Village of Morton Grove will have unfettered access to the E911 system.

The architecture of the E911 system will direct all calls to the GPSDC facility that fall into the Selective Routing Tables for the Village of Morton Grove. This will include both wire line and wireless 9-1-1 trunk circuits. GPSDC will be the recipient of all requests for emergency services provided by the Morton Grove Police Department. The center is staffed 24 hours per day without exception. Calls for emergency services will be processed through a state of the art emergency call handling system, voice recording system, radio transmission system, and CAD resource system. All Morton Grove Fire calls for service will be transferred via a supervised transfer to Red Center so that fire and ems services can be dispatched.

All six (6) operator positions at the GPSDC facility have ANI/ALI capabilities. In addition all positions have TTY services provided in the form of text messaging from the Cassidian controller. This procedure is seamless to the calling party regardless of communication method used (voice vs. TTY). This center meets all standards required of a 911 PSAP and has been operating as an approved PSAP in the State of Illinois on behalf of Glenview.

Telecommunications operators will enter the call information into a call management or CAD system. The CAD system will validate the caller/incident location and display recommended response units, prior calls at location, known hazards, and any other appropriate information. The unit assignment will then be transmitted to the responding agencies via radio frequency, telecommunications circuits, or mobile data terminal.

All adjacent agencies that border the geographical limitations of the Village of Morton Grove have been contacted about the purposed system. These agencies are listed within Exhibit 4 of this document.

GPSDC will maintain the current ability to transfer any misdirected E911 calls to adjacent agencies through the use of a Flash transfer system. This system will forward ANI/ALI information to the receiving agency. GPSDC will gather critical information from the caller, including but not limited to call back information, prior to initiating the call transfer to ensure appropriate response is completed. Radio communications with adjacent agencies is also currently in place at the GPSDC facility.

The Highland Park, PSAP (enhanced) will operate as the backup and overflow PSAP for the Morton Grove 9-1-1 trunks. Emergency radio communications will continue to be provided from the GPSDC center. In the event that radio communications are not able to continue from the GPSDC facility the Highland Park PSAP will provide backup services.

All Telecommunication Operations providing police services at GPSDC are trained and certified by ICJIS in the operation of the LEADS/NCIC system. Proof of certification is retained on file with the Director of Public Safety Support Services. Operations' training is provided to each Telecommunication Operator via an in-house adaption of the Association of Public-Safety Communications' Officials International Inc. (APCO) training syllabus to meet or exceed the standards as defined within the Illinois Administrative Code Section 83 Part 725. Proof of training is retained on file with the Director. Emergency Medical Dispatching Certification is obtained through the Priority Dispatch System and submitted to all appropriate EMS coordinators and the Department of Public Health as required by IDPH Standards.

The GPSDC Standard Operating Procedures (SOP) document state that callbox failures will result in the immediate transportation of a telecommunication Operator to the LEC Central Office facility associated with the point of failure. For the Village of Morton Grove the LEC is AT & T.
Funding
Funding for the operation is provided by the member agencies allocated by each participant in the system. These funds may be a combination of general revenue funds and monies collected by the associated ETSB from their wire line and wireless E911 surcharges. Each year the Village of Morton Grove will pay the Village of Glenview for emergency dispatch services that also include 9-1-1 services as agreed upon in the included agreement. The Morton Grove ETSB will approve transfer of 100% of the 9-1-1 Surcharge monies to the General Fund to cover the costs of 9-1-1 services included in the emergency dispatch services and the shortfall in 9-1-1 surcharges used to pay for the 9-1-1 portion of the services will be paid out of the Village of Morton Grove General Fund.

Public education in the proper use of E911 will continue to be provided by the member agency. In addition, GPSDC may provide supplemental resources to inform the public in the proper use of E911. This may include, but is not limited to, public service announcements, printed materials, newsletters, public speaking engagements, and public notices.

911 Testing Plan

Once the 911 trunks are in place they will need to be tested to confirm proper operation. This testing will include random calls from locations within the ETSB’s area, transfers to another PSAP, and forwarding of calls to the backup location. Staff will make test 911 calls from multiple locations to confirm proper routing and receipt of ani/ahi. One test call will be transferred to a neighboring jurisdiction via star transfer to confirm transfers are working. Once these test calls are completed the switch to the backup PSAP will be activated and a test call will be made to confirm the call goes to the backup PSAP. Once the backup test is completed the switch will be deactivated and a test call will be made to confirm the 911 calls are ringing into the PSAP.
The modification that is being requested herein is based upon the fact that the Village of Niles and its ETSB has entered into a contractual agreement with Glenview Public Safety Dispatch Center (hereafter as GPSDC) to provide emergency 911 services. The physical location of the GPSDC Dispatch Facility is 2500 East Lake Ave, Glenview, Illinois 60026. Specifically, the GPSDC dispatch facility is located in the lower level of the Glenview Public Safety Building. This dispatch center currently provides E911 call handling and emergency communications for the following agencies:

- Village of Glenview
  - Police Department
  - Fire Department (including EMS)
- Village of Grayslake
  - Police Department (includes contract services to Village of Hainesville)

The North Suburban Joint ETSB will dissolve and Niles new ETSB will maintain control over any E911 surcharge money and is simply requesting GPSDC become Niles’s PSAP and to allow Niles to contract their dispatching services to GPSDC. The contractual agreement between GPSDC, the Village of Morton and it’s ETSB contains a cancellation clause in section 8 of the contract as follows.

The primary change will be reflected at the current PSAP for the Village of Niles. This PSAP will move from the existing location North Suburban Emergency Communications Center 1420 Miner Street, Des Plaines, Illinois 60016.

The GPSDC facility was constructed in concert with the new Glenview Police Department at the same location in 2004. This dispatch center is located on the first floor and the facility is secured from outside access by no less than two barriers at all times. GPSDC recently purchased an upgrade to the E911 selective router allowing for additional growth, geo-diverse backup, and Next Gen 911 capabilities. Other equipment purchased for this center includes, but is not limited to: Bromatic ergonomic consoles, Motorola radio console, digital instant recall recorders, DVD voice logging recorders, New World Systems Computer Aided Dispatching, Spectracom PBX and GPS controlled net clock, three phase uninterruptible power supply 208 V Input 208V output with outside generator. Previously GPSDC was staffed (24/7/365) by Telecommunication Operators. The inclusion of Niles into the facility will result in four (4) positions staffed (24/7/365) and the ability to increase up to 6 positions for peak periods of operation. In addition existing part time Telecommunicators can also be added to the staffing to accommodate peak periods. The positions have been broken down to One (1) dedicated Telecommunicator per position within the center being Glenview Police, Grayslake Police, Glenview Fire department, and the Morton Grove/Niles Police. The fifth and sixth positions are call taker and backup/ supervisor positions.

The local exchange carrier (hereafter as LEC) for the Village of Niles is AT & T; GPSDC will continue to utilize this automatic number identification (ANI) and automatic location identification (ALI) from AT & T. The ANI/ALI database will also be supplied by the LEC and shall be updated on a daily basis. AT & T is currently providing services to the GPSDC dispatch facility as a LEC.

The E911 system will provide police, fire and emergency medical services for all the residents and occupants of the Village of Niles. Police, Fire and emergency medical services will continue to be provided by the Niles Police and Fire. The existing master street and address guides (hereafter as MSAG) will continue to be utilized by GPSDC. All residents and occupants within the boundaries of the Village of Niles will have unfettered access to the E911 system.
Narrative

The modification that is being requested herein is based upon the fact that the Village of Niles and its ETSB has entered into a contractual agreement with Glenview Public Safety Dispatch Center (hereafter as GPSDC) to provide emergency 911 services. The physical location of the GPSDC Dispatch Facility is 2500 East Lake Ave, Glenview, Illinois 60026. Specifically, the GPSDC dispatch facility is located in the lower level of the Glenview Public Safety Building. This dispatch center currently provides E911 call handling and emergency communications for the following agencies:

- Village of Glenview
  - Police Department
  - Fire Department (including EMS)
- Village of Grayslake
  - Police Department (includes contract services to Village of Hainesville)

The North Suburban Joint ETSB will dissolve and Niles new ETSB will maintain control over any E911 surcharge money and is simply requesting GPSDC become Niles's PSAP and to allow Niles to contract their dispatching services to GPSDC. The contractual agreement between GPSDC, the Village of Morton and its ETSB contains a cancellation clause in section 8 of the contract as follows.

The primary change will be reflected at the current PSAP for the Village of Niles. This PSAP will move from the existing location North Suburban Emergency Communications Center 1420 Miner Street, Des Plaines, Illinois 60016.

The GPSDC facility was constructed in concert with the new Glenview Police Department at the same location in 2004. This dispatch center is located on the first floor and the facility is secured from outside access by no less than two barriers at all times. GPSDC recently purchased an upgrade to the E911 selective router allowing for additional growth, geo-diverse backup, and Next Gen 911 capabilities. Other equipment purchased for this center includes, but is not limited to: Bramic ergonomic consoles, Motorola radio console, digital instant recall recorders, DVD voice logging recorders, New World Systems Computer Aided Dispatching, Spectracom PBX and GPS controlled net clock, three phase uninterruptible power supply 208 V Input 208V output with outside generator. Previously GPSDC was staffed (24/7/365) by Telecommunication Operators. The inclusion of Niles into the facility will result in four (4) positions staffed (24/7/365) and the ability to increase up to 6 positions for peak periods of operation. In addition existing part time Telecommunicators can also be added to the staffing to accommodate peak periods. The positions have been broken down to One (1) dedicated Telecommunicator per position within the center being Glenview Police, Grayslake Police, Glenview Fire department, and the Morton Grove/Niles Police. The fifth and sixth positions are call taker and backup supervisor positions.

The local exchange carrier (hereafter as LEC) for the Village of Niles is AT & T; GPSDC will continue to utilize this automatic number identification (ANI) and automatic location identification (ALI) from AT & T. The ANI/ALI database will also be supplied by the LEC and shall be updated on a daily basis. AT & T is currently providing services to the GPSDC dispatch facility as a LEC.

The E911 system will provide police, fire and emergency medical services for all the residents and occupants of the Village of Niles. Police, Fire and emergency medical services will continue to be provided by the Niles Police and Fire. The existing master street and address guides (hereafter as MSAG) will continue to be utilized by GPSDC. All residents and occupants within the boundaries of the Village of Niles will have unfettered access to the E911 system.
Funding for the operation is provided by the member agencies allocated by each participant in the system. These funds may be a combination of general revenue funds and monies collected by the associated ETSB from their wire line and wireless E911 surcharges.

Public education in the proper use of E911 will continue to be provided by the member agency. In addition, GPSDC may provide supplemental resources to inform the public in the proper use of E911. This may include, but is not limited to, public service announcements, printed materials, newsletters, public speaking engagements, and public notices.
Financial Information

<table>
<thead>
<tr>
<th>Name of ETSB(s) that are being dissolved</th>
<th>Total Reserves to be transferred to the Joint ETSB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenview</td>
<td>$201,615.33</td>
</tr>
<tr>
<td>Grayslake</td>
<td>$ 84,588.00</td>
</tr>
<tr>
<td>Highland Park</td>
<td>$140,962.67</td>
</tr>
<tr>
<td>Highwood</td>
<td>$ 13,893.00</td>
</tr>
<tr>
<td>Lake Bluff</td>
<td>$ 26,236.00</td>
</tr>
<tr>
<td>Lake Forest</td>
<td>$ 84,905.00</td>
</tr>
<tr>
<td>Morton Grove</td>
<td>$ 81,538.00</td>
</tr>
<tr>
<td>Niles</td>
<td>$122,307.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$756,045.00</strong></td>
</tr>
</tbody>
</table>

FINANCIAL INFORMATION

Identify Network Costs that the ETSB believes the State will pay for the Consolidated System:
Network Cost Estimated Amount (per year)

_AT&T 9-1-1 Trunks ___________________________ $199,601.00_________

_Next Gen Network Costs are unknown at this time ______ $________________

$________________

$________________

$________________

$________________

$________________

$________________

$________________

$________________

$________________

$________________

$________________

$________________
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:

See financial narrative and attached 9-1-1 and dispatch services agreements for each agency.
Joint ETSB Plan Narrative

The Village of Glenview operates a joint dispatch center (referred to as “Glenview Public Safety Dispatch Center” or “GPSDC”) serving Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles. GPSDC operates from two facilities, the GPSDC South Center (Glenview Police Facility) and the GPSDC North Center (Highland Park Police Facility) with each facility acting as a public safety answering point (“PSAP”) for 9-1-1 phone calls.

Each municipality has an intergovernmental agreement with Glenview to provide the dispatch services (the “Dispatch Service Agreements”). Per the Dispatch Service Agreements, Glenview, as the service provider, is responsible for the maintenance, operation and management of the 9-1-1 system.

Currently, each municipality has its own individual emergency telephone system board to collect and receive its 9-1-1 surcharge revenues and each ETSB has designated GPSDC as its 9-1-1 Authority. Having individual ETSBs allows each municipality to receive their 9-1-1 surcharges and to use the surcharges to pay a portion of their payment to Glenview for the 9-1-1 services provided, to pay other service providers, or use on other eligible 9-1-1 expenditures, such as communications equipment for its public safety agencies.

When the 9-1-1 consolidation legislation was passed, Glenview and the municipalities it serves worked together to determine how a joint emergency telephone system board could be formed to handle the collection and disbursement of 9-1-1 surcharges to the municipalities, without changing the Dispatch Service Agreements or impacting the consolidated service provider model that has been successful for Glenview and its agencies since 2009. As such, the attached Joint ETSB intergovernmental agreement was drafted and approved by the municipalities with Glenview continuing to be designated as the 9-1-1 Authority on behalf of the municipalities.

The agreement creates a Joint ETSB Board, establishes a separate Joint ETSB Fund (the “Fund”), sets forth a process for the collection and disbursement of 9-1-1 surcharges to the respective municipalities, and maintains that the Dispatch Service Agreements remain in full force and effect. In summary, 9-1-1 surcharge revenues for each member municipality will be received monthly from the Illinois State Police and deposited and accounted for in the Fund by the respective party. 9-1-1 surcharge revenues will not be released from the Fund except by approval of the Joint ETSB. The Joint ETSB IGA establishes an agreed upon process by which a member municipality can submit 9-1-1 eligible expenditures to the Joint ETSB for disbursement of its respective surcharge revenues.

Upon commencement of the Joint ETSB and the Joint ETSB Fund (each to occur on January 1, 2017, subject to the state’s regulatory approval), any balances in the individual ETSB funds of the member municipalities shall be transferred to the Joint ETSB Fund and accounted for as belonging to the respective municipality for use at its request to the Joint ETSB Board.
## 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 Glenview</td>
<td>2500 East Lake Ave, Glenview, 60026</td>
</tr>
<tr>
<td>Village of Grayslake</td>
<td>10 Seymour Ave, Grayslake, 60030</td>
</tr>
<tr>
<td>City of Highland Park</td>
<td>1707 St. Johns Avenue, Highland Park, 60035</td>
</tr>
<tr>
<td>City of Highwood</td>
<td>17 Highwood Ave., Highwood, 60040</td>
</tr>
<tr>
<td>City of Lake Bluff</td>
<td>40 E. Center Avenue, Lake Bluff, 60044</td>
</tr>
<tr>
<td>City of Lake Forest</td>
<td>220 E. Deerpath, Lake Forest, 60045</td>
</tr>
<tr>
<td>Village of Morton Grove</td>
<td>6101 Capulina Ave Morton Grove, 60053</td>
</tr>
<tr>
<td>Village of Niles</td>
<td>1000 Civic Center Drive Niles, 60714</td>
</tr>
<tr>
<td>Village of Hainesville (Grayslake Police)</td>
<td>100 North Hainesville Road Hainesville, 60030</td>
</tr>
</tbody>
</table>
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>Glenview Fire Dept.</td>
<td>1215 Waukegan Rd, Glenview, 60025</td>
<td>(847) 724-2141</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glenview Police Dept.</td>
<td>2500 East Lake Ave, Glenview, 60026</td>
<td>(847) 729-5000</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grayslake Fire Protection Dist.</td>
<td>160 Hawley St, Grayslake, 60030</td>
<td>(847) 223-8960</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grayslake Police Dept.</td>
<td>10 S Seymour Ave, Grayslake, 60030</td>
<td>(847) 223-2341</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highland Park Fire Dept.</td>
<td>430 Central Ave, Highland Park, 60035</td>
<td>(847) 433-3110</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highland Park Police Dept.</td>
<td>1677 Old Deerfield Rd, Highland Park, 60035</td>
<td>(847) 432-7730</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highwood Police Dept.</td>
<td>130 Highwood Ave, Highwood, 60040</td>
<td>(847) 432-2151</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Bluff Fire Dept.</td>
<td>45 E Center Ave, Lake Bluff, 60044</td>
<td>(847) 234-5158</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Bluff Police Dept.</td>
<td>45 E Center Ave, Lake Bluff, 60044</td>
<td>(847) 234-2153</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Forest Fire Dept.</td>
<td>255 W Deerpath, Lake Forest, 60045</td>
<td>(847) 234-2601</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Forest Police Dept.</td>
<td>255 W Deerpath, Lake Forest, 60045</td>
<td>(847) 234-2601</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morton Grove Fire Dept.</td>
<td>8954 Shermer Rd Morton Grove 60053</td>
<td>(847) 470-5227</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morton Grove Police Dept.</td>
<td>6101 Capulina Ave, Morton Grove, 60053</td>
<td>(847) 470-5208</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Niles Fire Dept.</td>
<td>8380 W Dempster St, Niles 60714</td>
<td>(847) 588-6800</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Niles Police Dept.</td>
<td>7000 W Touhy Ave, 60714</td>
<td>(847) 588-6500</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RED Center</td>
<td>1842 Shermer Rd, Northbrook, 60062</td>
<td>(847) 498-5827</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fox Comm</td>
<td>301 South US Rte. 59, Fox Lake, 60020</td>
<td>(847) 587-3100</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CENCOM</td>
<td>911 N Lotus Dr, Round Lake Beach, 60073</td>
<td>(847) 270-9121</td>
<td>Yes</td>
<td></td>
<td></td>
</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>Des Plaines Fire Department</td>
<td>405 S River Rd, Des Plaines, 60016</td>
<td>(847) 391-5333</td>
</tr>
<tr>
<td>Des Plaines Police Department</td>
<td>1420 Miner St, DesPlaines 60016</td>
<td>(847) 391-5400</td>
</tr>
<tr>
<td>Park Ridge Fire Department</td>
<td>901 Devon Ave, Park Ridge, 60068</td>
<td>(847) 318-5283</td>
</tr>
<tr>
<td>Park Ridge Police Department</td>
<td>200 S Vine, Park Ridge, 60068</td>
<td>(847) 318-5252</td>
</tr>
<tr>
<td>Cook County Sheriff Police</td>
<td>9511 W Harrison, DesPlaines, 60016</td>
<td>(773) 674-2276</td>
</tr>
<tr>
<td>Cook County Forest Preserve Police</td>
<td>9511 W Harrison, DesPlaines, 60016</td>
<td>(708) 771-1000</td>
</tr>
<tr>
<td>ISP Chicago</td>
<td>9511 W Harrison, DesPlaines, 60016</td>
<td>(847) 294-4400</td>
</tr>
<tr>
<td>ISP Dist. 15</td>
<td>801 South 7th St, Springfield, IL 62703</td>
<td>(847) 294-4400</td>
</tr>
<tr>
<td>ISP Dist. 2</td>
<td>777 S State, Elgin, 60123</td>
<td>(847) 931-2405</td>
</tr>
<tr>
<td>Skokie Police Department</td>
<td>7300 Niles Center Rd, Skokie 60077</td>
<td>(847) 982-5900</td>
</tr>
<tr>
<td>Skokie Fire Department</td>
<td>7424 Niles Center Rd, Skokie 60077</td>
<td>(847) 982-5300</td>
</tr>
<tr>
<td>Golf Police Department</td>
<td>1 Briar Rd, Golf, 60029</td>
<td>(847) 998-8857</td>
</tr>
<tr>
<td>City of Chicago-OEMC for police and fire</td>
<td>1411 W. Madison St, Chicago, IL 60607</td>
<td>(312) 746-9378</td>
</tr>
<tr>
<td>Wilmette Police Department</td>
<td>710 Ridge Rd, Wilmette, 60091</td>
<td>(847) 256-1200</td>
</tr>
<tr>
<td>Wilmette Fire Department</td>
<td>1304 Lake Ave, Wilmette, 60091</td>
<td>(847) 251-1101</td>
</tr>
<tr>
<td>Northfield Police Department</td>
<td>350 Walnut Ave, Northfield, 60093</td>
<td>(847) 446-2131</td>
</tr>
<tr>
<td>Northfield Fire Department</td>
<td>1800 Winnetka Ave, Northfield, 60093</td>
<td>(847) 441-3800</td>
</tr>
<tr>
<td>Northbrook Police Department</td>
<td>1401 Landwehr Rd, Northbrook 60062</td>
<td>(847) 564-2060</td>
</tr>
<tr>
<td>Northbrook Fire Department</td>
<td>740 Dundee Rd, Northbrook 60062</td>
<td>(847) 272-2141</td>
</tr>
<tr>
<td>Lake County Sheriff's Police</td>
<td>25 S Martin Luther Ave Waukegan, 60085</td>
<td>(847) 377-4000</td>
</tr>
<tr>
<td>Glencoe Public Safety</td>
<td>325 Hazel Ave, Glencoe, 60022</td>
<td>(847) 835-4112</td>
</tr>
<tr>
<td>North Chicago Police Department</td>
<td>1850 Lewis Ave, North Chicago, 60064</td>
<td>(847) 596-8700</td>
</tr>
<tr>
<td>North Chicago Fire Department</td>
<td>1850 Lewis Ave, North Chicago, 60064</td>
<td>(847) 596-8700</td>
</tr>
<tr>
<td>Prospect Heights Police Department</td>
<td>14 E Camp McDonald Rd, Prospect Heights, 60070</td>
<td>(847) 398-5511</td>
</tr>
<tr>
<td>Prospect Heights Fire Department</td>
<td>10 E Camp McDonald Rd, Prospect Heights, 60070</td>
<td>(847) 253-8060</td>
</tr>
</tbody>
</table>
This is an example of the new Call Handling Agreements sent out for signature, there are existing call handling agreements in place with each agency currently. Once signed they will be on file with GPSDC.

CALL HANDLING AND AID OUTSIDE JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

CALL HANDLING

(9-1-1 System Name) Glenview Public Safety Dispatch Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Agency’s Primary 9-1-1 Routing Number (State Specific Procedures if radio frequency-identity number, if talk group-identify name, if telephone-identity telephone number)

Secondary: IFERN/Point to Point (State Specific Procedures if radio frequency-identity frequency number, if talk group-identify name, if telephone-identity number)

AID OUTSIDE JURISDICTION BOUNDARIES

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

The legislative intent is that 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.

Glenview Public Safety Dispatch Center
9-1-1 Authority
By __________________________
Title Public Safety Support Services Director

Chicago OEMC
Public Safety Agency
By __________________________
Title __________________________

23
TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).
   Existing 9-1-1 system.

2) List wireline exchanges to be tested.
   Existing 9-1-1 system.

3) List of wireless and VoIP Carriers to be tested.
   Existing 9-1-1 system.
Ordinances
ORDINANCE NO. 5985

AN ORDINANCE AMENDING CHAPTER 26, ARTICLE III OF THE VILLAGE OF GLENVIEW MUNICIPAL CODE

WHEREAS, the Village of Glenview (the “Village”) is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970;

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of its citizens;

WHEREAS, the Glenview Municipal Code (the “Code”), provides for the establishment of various boards and commissions with duties and powers related to the operations of the Village;

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq., the Village previously established the Village’s Emergency Telephone System Board (“ETSB”) under Chapter 26, Article III of the Code;

WHEREAS, to comply with Public Act 99-0006, which amended the Act, the corporate authorities have determined that it is in the best interests of the Village, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement (“IGA”) with certain other municipalities in order to create a joint emergency telephone system board (“JETSB”);

WHEREAS, pursuant to the IGA and the Act, the Village must dissolve the ETSB upon the Commencement Date of the JETSB, as defined in the IGA, which shall be January 1, 2017, subject to the State of Illinois’ approval of the consolidation plan (the “Plan”) to which the IGA pertains;

WHEREAS, the Act, as amended, requires that the Plan be submitted no later than July 1, 2016;

WHEREAS, the applicable administrative rules promulgated by the State require that the Village ordinance dissolving the ETSB be submitted with the Plan;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Glenview, Cook County, Illinois, that:

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

Section 2: Upon the effective date of this Ordinance, Chapter 26, Article III of the Code, entitled Emergency Telephone System Board, is deleted in its entirety, and the ETSB is dissolved.

Section 3: Every section and provision of this Ordinance shall be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of any other portion of this
Ordinance. All ordinances or parts of ordinances in conflict or inconsistent with any of the provisions of this Ordinance are hereby repealed.

Section 4: This Ordinance shall be in full force and effect upon the later of January 1, 2017, or the State of Illinois’ approval of the Plan.

PASSED this 17th day of May, 2016.

AYES: Britton, Hinkamp, Karton, Patterson

NAYS: None

ABSENT: Detlefs, Jenny, White

APPROVED by me this 17th day of May, 2016

James R. Patterson, Jr.
Village President of the Village of Glenview,
Cook County, Illinois

ATTESTED and FILED in my office
this 17th day of May, 2016.

Todd Hileman, Village Clerk of the
Village of Glenview, Cook County, Illinois
VILLAGE OF GRAYS LAKE

ORDINANCE NO. 2016-0-09

AN ORDINANCE AMENDING SECTION 3.40.040, "EMERGENCY TELEPHONE SYSTEM BOARD—MEMBERSHIP—POWERS AND DUTIES," OF THE VILLAGE OF GRAYS LAKE MUNICIPAL CODE

Published in pamphlet form on this 7th day of June, 2016.
VILLAGE OF GRAYS LAKE

ORDINANCE NO. 2016-0-09

AN ORDINANCE AMENDING SECTION 3.40.040, "EMERGENCY TELEPHONE SYSTEM BOARD—MEMBERSHIP—POWERS AND DUTIES," OF THE VILLAGE OF GRAYS LAKE MUNICIPAL CODE

WHEREAS, the Village of Grayslake Municipal Code ("Code") provides for the establishment of various boards and commissions with duties and powers related to the operations of the Village; and

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq., the Village previously established the Village's Emergency Telephone System Board ("ETSB") as provided in Section 3.40.040 of the Code; and

WHEREAS, to comply with Public Act 99-06, which amended the Act, the President and Board of Trustees of the Village determined it to be in the best interests of the Village and its residents, and in furtherance of the public health, safety, and welfare to enter in an intergovernmental agreement ("IGA") with certain other municipalities to create a joint emergency telephone system board ("JETSB"); and

WHEREAS, pursuant to the IGA and the Act, as amended, the Village must dissolve the ETSB upon the Commencement Date of the JETSB, as defined in the IGA, which shall be January 1, 2017, subject to the State of Illinois's approval of the ETSB consolidation plan ("Plan") to which the IGA pertains; and

WHEREAS, the Act, as amended, requires that the Plan be submitted to the State of Illinois no later than July 1, 2016; and

WHEREAS, the applicable administrative rules promulgated by the State require that the Village ordinance dissolving the ETSB be submitted with the Plan; and

1
WHEREAS, the President and Board of Trustees of the Village have found and determined that it is in the best interests of the Village and its residents to: (i) dissolve the Village’s ETSB as of the Commencement Date, as defined in the IGA, in accordance with the requirements of the Act and the IGA; and (ii) adopt the Code amendments set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF GRAYSLAKE, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE. Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance by this reference.

SECTION TWO. Amendment to Section 3.40.040 of the Village Code. Section 3.40.040, titled “Emergency Telephone System Board Created—Membership—Powers and Duties,” of Chapter 3.40, titled “Emergency Telephone System Surcharge,” of the Village Code shall be deleted in its entirety, and the ETSB shall be dissolved, as of the effective date of this Ordinance.

SECTION THREE. Conflicts. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

SECTION FOUR. Effective Date. This Ordinance shall be in full force and effect upon the later of January 1, 2017 or the date of the State of Illinois’s approval of the Plan.
The foregoing Ordinance was adopted this 7th day of June, 2016, by a vote as follows:

Ayes: Bassett, Vogel, Jarvis, Waldenstrom, Davies
Nays: __________
Absent and Not Voting: Edwards

Approved: ____________________
Village President

Attest: ______________________
Deputy Village Clerk

Passed: June 7, 2016
Approved: June 7, 2016
Published in Pamphlet Form: June 7, 2016
VILLAGE OF LAKE BLUFF

ORDINANCE NO. 2016-15

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE V OF THE LAKE BLUFF MUNICIPAL CODE REGARDING EMERGENCY TELEPHONE SYSTEM (911)

WHEREAS, Chapter 4 of Title V of the Village Code establishes an Emergency Telephone System Board ("ETSB") for the Village and authorizes the Village to collect surcharges for E911 services; and,

WHEREAS, on June 29, 2015, the Governor of the State of Illinois signed into law Public Act 99-0006 ("Act"), instituting changes to the collection and distribution of 9-1-1 surcharge revenues and requiring the consolidation of 9-1-1 centers and ETSBs; and,

WHEREAS, the Act requires that the Village eliminate its local ETSB and join a consolidated ETSB no later than July 1, 2017; and,

WHEREAS, the Act also revoked the Village's authority to impose a local telecommunications surcharge for E911 funding purposes, and replaced it with a uniform statewide surcharge; and,

WHEREAS, the Village Board desires to repeal provisions Chapter 4 of Title V of the Village Code in order to comply with the Act; and,

WHEREAS, the Village Board has determined that it will serve and be in the best interest of the Village and its residents to amend the Village Code pursuant to this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS, as follows:

Section 1: Recitals.

The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the Village Board.

Section 2: Repealer.

Chapter 4, titled "Emergency Telephone System (911), of Title V, titled "Police and Public Safety," of the Village Code is hereby repealed in its entirety and reserved for future use.

Section 3. Effective Date.

This Ordinance shall be effective after following passage by the Board of Trustees of the Village of Lake Bluff in the manner required by law and publication in pamphlet form in the manner required by law; provided, however, that the effective date will not occur prior to the earlier to occur of: (i) January 1, 2017; or (ii) the date on which the State of Illinois issues an order of authority approving the consolidation of the Village's ETSB.

[SIGNATURE PAGE Follows]
PASSED this 23rd day of May 2016, by vote of the Board of Trustees of the Village of Lake Bluff, as follows:

AYES: (6) Ankenman, Christensen, Dewart, Grenier, Josephitis and Meyer

NAYS: (0)

ABSENT: (0)

APPROVED this 23rd day of May 2016.

ATTEST:

Village Clerk

FIRST READING: May 9, 2016
SECOND READING: May 23, 2016
PASSED: May 23, 2016
APPROVED: May 23, 2016
PUBLISHED IN PAMPHLET FORM: May 24, 2016
STATE OF ILLINOIS

) SS
COUNTY OF COOK )

I, Connie Travis, Village Clerk for the Village of Morton Grove in the County of Cook, in
the State of Illinois, does hereby certify that the following, hereinafter described, are true and
correct copies of the original documents which are part of the records of my office as such
Village Clerk:

Ordinance 16-11    Repealing in its Entirety Title 2, Chapter 15 Entitled
Emergency Telephone System Board of the Village of Morton Grove Municipal
Code

I hereby subscribe my name as

Village Clerk and affix the Official

Corporate Seal of the Village of

Morton Grove, this 24th day of

May 2016.

CONNIE TRAVIS, Village Clerk
Legislative Summary

ORDINANCE 16-11

REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 15 ENTITLED EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF MORTON GROVE MUNICIPAL CODE

Introduced

May 9, 2016

Purpose:

This Ordinance will repeal in its entirety Title 2, Chapter 15 entitled Emergency Telephone System Board of the Village's Municipal Code effective January 1, 2017.

Background:

Public Act 99-0006 amends the Emergency Telephone System Act, 50 ILCS 750/1 and requires Emergency Telephone System Boards ("ETSB") that do not have a public safety answering point in its jurisdiction be consolidated through an intergovernmental agreement to create a Joint Emergency Telephone System Board (JETSB). The Village of Morton Grove along with other municipalities will, pursuant to Resolution 16-32 enter into an intergovernmental agreement to form a JETSB which complies with the new law. The law further requires Morton Grove to dissolve its current ETSB, effective January 1, 2017, subject to the state of Illinois’ approval of the consolidation plan set forth in the IGA. This ordinance therefore will dissolve the existing Village of Morton Grove ETSB in compliance with the new law.

Programs, Departments Or Groups Affected:

Police and Administration Departments

Fiscal Impact:

There is no budget impact

Source of Funds:

The Administration and Legal Department will update the Municipal Code as part of normal work activities.

Administrator Recommendation:

Approval as presented

Second Reading:

Required, Municipal Code Change

Special Considerations or Requirements

None

Respectfully submitted:

Ralph E. Czezwynski, Village Administrator

Prepared by:

Teresa Hoffman, Liston, Corporation Counsel

Reviewed by:

Police Chief Michael Simo
ORDINANCE 16-11

REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 15 ENTITLED
EMERGENCY TELEPHONE SYSTEM BOARD
OF THE VILLAGE OF MORTON GROVE MUNICIPAL CODE

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois is
a home rule unit of government under the provisions of Article 7 of the Constitution of the
State of Illinois, can exercise any power and perform any function pertaining to the government
affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village of Morton Grove has the authority to adopt ordinances and to
promulgate rules and regulations which pertain to its government and affairs that protect the health,
safety and welfare of its citizens; and

WHEREAS, the Village of Morton Grove Municipal Code (the Code), provides for the
establishment of various boards and commissions with duties and powers related to the operations of
the Village; and

WHEREAS, to comply with changes made to the Emergency Telephone Systems Act adopted
by Public Act 99-0006, ("the Act"), the Corporate Authorities have determined it is in the best
interest of the Village, and in furtherance of the public health, safety, and welfare, to enter into an
Intergovernmental Agreement (IGA) with certain other municipalities (per Resolution 16-32) in order to
create a Joint Emergency Telephone System Board (JETSB); and

WHEREAS, pursuant to the IGA and the Act, the Village must dissolve the ETSB upon the
Commencement Date of the JETSB, as defined in the IGA, which shall be January 1, 2017, subject to
the state of Illinois' approval of the consolidation plan (the "Plan") to which the IGA pertains; and

WHEREAS, the Act, as amended, requires the Plan be submitted no later than July 1, 2016;
and

WHEREAS, the applicable administrative rules promulgated by the state require the Village
ordinance dissolving the ETSB be submitted with the Plan; and
NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS
FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing
WHEREAS clauses into this Ordinance as though fully set forth therein thereby making the
findings as hereinabove set forth.

SECTION 2: Upon the effective date of this Ordinance, Title 2, Chapter 15 of the Village of
Morton Grove Municipal Code, entitled Emergency Telephone System Board, is deleted in its entirety
and the Emergency Telephone System Board is officially dissolved.

SECTION 3: Every section and provision of this Ordinance shall be separable, and the
invalidity of any portion of this Ordinance shall not affect the validity of any other portion of this
Ordinance. All ordinances or parts of ordinances in conflict or inconsistent with any of the provisions
of this Ordinance are hereby repealed.

SECTION 4: This Ordinance shall be in full force and effect upon the later of January 1, 2017,
or the state of Illinois’ approval of the Plan.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage,
approval, and publication in pamphlet form according to law.

PASSED this 23rd day of May 2016.

Trustee Grear
Trustee Minx
Trustee Pietron
Trustee Ramos
Trustee Thill
Trustee Witko
APPROVED by me this 23rd day of May 2016.

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this 24th day of May 2016.

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois
ORDINANCE NO. 2016-32

AMENDING CHAPTER 38 EMERGENCY SERVICES, ARTICLE III
EMERGENCY TELEPHONE SYSTEM BOARD TO THE NILES CODE OF
ORDINANCES, VILLAGE OF NILES

Dated: This 28th day of June, 2016

Published in Pamphlet Form by Authority
of the
President and Board of Trustees of
the Village of Niles
ORDINANCE 2016-32

AMENDING CHAPTER 38 EMERGENCY SERVICES, ARTICLE III EMERGENCY TELEPHONE SYSTEM BOARD TO THE NILES CODE OF ORDINANCES, VILLAGE OF NILES

WHEREAS, pursuant to the Intergovernmental Agreement ("IGA") and the Act, the Village must dissolve the Emergency Telephone System Board upon the Commencement Date of the Joint Emergency Telephone System Board, as defined in the IGA, which shall be January 1, 2017, subject to the State of Illinois' approval of the consolidation plan (the "Plan") to which the IGA pertains;

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

SECTION 1: Chapter 38 Emergency Services, Article III. Emergency Telephone System Board of the Niles Code of Ordinances shall be amended as follows:

CHAPTER 38 EMERGENCY SERVICES

* * *

ARTICLE III. EMERGENCY TELEPHONE SYSTEM BOARD

Sec. 38-50. Board established.
An emergency telephone system board for the Village of Niles, Cook County, Illinois is hereby established and shall be known as the Niles Emergency Telephone System Board (ETSB).

Sec. 38-51. Membership of the board.
The Niles Emergency Telephone System Board shall consist of seven (7) members as follows:

(a) Two public members who shall be residents of Niles appointed by the Village President with a concurrence of the Village Trustees. The public members' term shall be for three years. Any person appointed to fill an unexpired term shall serve until the expiration of the original appointment.

(b) The Village President or his/her designee.

(c) The Chief of Police or his/her designee appointed on the basis of ability or experience.

(d) The Fire Chief or his/her designee appointed on the basis of ability or experience.

(e) The Village Administrator or his/her designee.

(f) A Village Trustee appointed annually by the Village President

Sec. 38-52. Compensation.
Members of the Board shall serve without compensation but shall be reimbursed for their actual and necessary expenses.
Sec. 38-53. Powers and duties of board.
The Niles Emergency Telephone System Board shall have the all-powers set forth in the Emergency Telephone System Act (50 ILCS 750/0.01 et. seq.) as may be amended from time to time, including the following powers and duties:

(a) Planning a 9-1-1 system;

(b) Coordinating and supervising the implementation, upgrading, or maintenance of the system, including the establishment of equipment specifications and coding systems;

(c) Receiving monies from any surcharge imposed under Section 15.3 of the Emergency Telephone System Act and from any other source, for deposit into the Emergency Telephone System Fund;

(d) Authorizing all disbursements from the fund in compliance with state statute;

(e) Hiring any staff necessary for the implementation or upgrade of the system;

(f) Preparing an annual budget and submitting such annual budget to the Corporate authority in accordance with the Village’s annual budget process;

(g) Participating in a Regional Pilot Project to implement next generation 9-1-1, as defined in and, subject to the conditions set forth in Emergency Telephone System Act;

(h) All moneys received by the ETSB pursuant to a surcharge imposed under Section 15.3 shall be deposited into a separate interest-bearing Emergency Telephone System Fund account. The Village’s Treasurer/Finance Director, shall be custodian of the fund. All interest accruing on the fund shall remain in the fund. No expenditures may be made from such fund except upon the direction of the ETSB by resolution passed by a majority of all members of the ETSB. Expenditures may be made only to pay for the costs associated with the following:

1. The design of the Emergency Telephone System;

2. The coding of an initial Master Street Address Guide data base, and update and maintenance thereof;

3. The repayment of any moneys advanced for the implementation of the system;

4. The charges for Automatic Number Identification and Automatic Location Identification equipment, a computer-aided dispatch system that records, maintains, and integrates information, mobile data transmitters equipped with automatic vehicle locators, and maintenance, replacement and update thereof to increase operational efficiency and improve the provision of emergency services;

5. The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges;

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

(7) — Other products and services necessary for the implementation, upgrade, and maintenance of the system and any other purpose related to the operation of the system, including costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable 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.

(8) — In event the Village imposes a surcharge under subsection (b) of Section 15.3 of the Emergency Telephone System Act, moneys may also be used for any anti-terrorism or emergency preparedness measures, including, but not limited to, preparedness planning, providing local matching funds for federal or State grants, personnel training, and specialized equipment, including surveillance cameras as needed to deal with natural and terrorist-inspired emergency situations or events.

(9) — The defraying of expenses incurred in participation in a Regional Pilot Project to implement next generation 9-1-1, subject to the conditions set forth in this Act.

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

SECTION 2: This Ordinance shall be in full force and effect upon the later of January 1, 2017, or the State of Illinois’ approval of the Plan.

SECTION 3: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

PASSED: This 28th day of June, 2016
AYES: 5 Alpogianis, Jekot, Matyas, McCreery, Strzelecki
NAYS: 0
ABSENT: 1 LoVerde
ABSTAIN: 0

APPROVED by me this 28th day of June, 2016.

[Signature]
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of June, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

[Signature]
Village Clerk
CITY OF HIGHLAND PARK

ORDINANCE NO. O47-2016

AN ORDINANCE AMENDING CHAPTERS 33 AND 97 OF "THE HIGHLAND PARK
CODE OF 1968," AS AMENDED, REGARDING EMERGENCY TELEPHONE
SYSTEMS

WHEREAS, Article 15 of Chapter 33 of "The Highland Park Code of 1968," as amended
("City Code"), establishes an Emergency Telephone System Board ("ETSB") for the City; and

WHEREAS, Article 11 of Chapter 97 of the City Code authorizes the City to collect a
surcharge for Enhanced "9-1-1" Emergency Telephone System services; and

WHEREAS, on June 29, 2015, the Governor of the State of Illinois signed into law Public
Act 99-0006 ("Act"), instituting changes to the collection and distribution of 9-1-1 surcharge
revenues and requiring the consolidation of 9-1-1 centers and ETSBs; and

WHEREAS, the Act requires that the City eliminate its local ETSB and join a consolidated
ETSB no later than July 1, 2017; and

WHEREAS, the Act also revoked the City’s authority to impose a local telecommunications
surcharge for E911 funding purposes, and replaced it with a uniform statewide surcharge; and

WHEREAS, the City Council desires to repeal provisions of Chapters 33 and 97 of the City
Code in order to comply with the Act; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of
the City and its residents to amend the City Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
HIGHLAND PARK, LAKE COUNTY, STATE OF ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made
a part of, this Ordinance as findings of the City Council.

SECTION TWO: REPEALER.

A. Article XV, titled "Emergency Telephone System Board," of Chapter 33, titled
"Boards and Commissions," of Title III, titled "Administration," of the City Code is hereby repealed
in its entirety and reserved for future use.

B. Article XI, titled "Surcharge for Enhanced '9-1-1' Emergency Telephone System," of
Chapter 97, titled "Municipal Taxation," of Title IX, titled "General Regulations," of the City Code
is hereby repealed in its entirety and reserved for future use.

SECTION THREE: PUBLICATION. The City Clerk is hereby directed to publish this
Ordinance in pamphlet form pursuant to Statutes of the State of Illinois.
SECTION FOUR: EFFECTIVE DATE. This Ordinance will be in full force and effect only after its passage, approval, and publication in the manner provided by law; provided, however, that the effective date will not occur prior to the earlier to occur of: (i) January 1, 2017; or (ii) the date on which the State of Illinois issues an order of authority approving the consolidation of the City's ETSB.

AYES: Mayor Rotering, Councilmen Stone, Kaufman, Frank, Blumberg, Knobel, Holleman

NAYS: None

ABSENT: None

PASSED: May 9, 2016

APPROVED: May 9, 2016

PUBLISHED IN PAMPHLET FORM: May 10, 2016

ORDINANCE NO. O47-2016

ATTEST:

[Signature]

Ghida S. Neukirch, City Clerk

[Signature]

Nancy R. Rotering, Mayor
City of Highwood
17 Highwood Avenue
Highwood, Lake County, Illinois
Telephone (847) 432-1924
Fax (847) 432-0735

Charlie Pecaro, Mayor

State of Illinois  )
County of Lake    )SS
City of Highwood  )

CERTIFICATION BY CITY CLERK

I, Karin J. Baruffi, do hereby certify that I am the City Deputy Clerk of the City of
Highwood, Lake County, Illinois, and as such, keeper of the records, ordinances, files and seal of
said City:

I HEREBY CERTIFY that the attached document is a true and
correct copy of: Ordinance No. 16-0-23

AN ORDINANCE DELETING TITLE 2, CHAPTER 5 ‘911 EMERGENCY
SYSTEM BOARD’ OF THE CITY OF HIGHTWOOD

IN WITNESS WHEREOF, I have here unto set my hand and affixed the Corporate Seal of
the City of Highwood, this 13TH June, 2016

Karin J. Baruffi, Deputy Clerk
CITY OF HIGHWOOD ORDINANCE 16-O-23

AN ORDINANCE DELETING TITLE 2, CHAPTER 5 '911 EMERGENCY TELEPHONE SYSTEM BOARD' OF THE CITY OF HIGHWOOD MUNICIPAL CODE

ADOPTED BY THE CITY COUNCIL OF THE CITY OF HIGHWOOD, LAKE COUNTY, ILLINOIS ON THE 17th DAY OF May

Published in pamphlet form by authority of the City Council of the City of Highwood, Lake County, Illinois on this 17th day of May, 2016

City-wide
Mayor: Charlie Pecaro
City Clerk: Vacant
City Treasurer: David Gonzalez

Aldermen
Eric Falberg
Matt Feddermann
Mike Flore
Chris Grice
Andy Peterson
M. Brad Slavin

City Attorney: James V. Ferolo
Klein, Thorpe, Jenkins, Ltd
ORDINANCE 16-O-23
AN ORDINANCE DELETING TITLE 2, CHAPTER 5 ‘911 EMERGENCY TELEPHONE SYSTEM BOARD’ OF THE
CITY OF HIGHWOOD MUNICIPAL CODE

WHEREAS, the City of Highwood is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970;

WHEREAS, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of its citizens;

WHEREAS, the Highwood Municipal Code (the “Code”), provides for the establishment of various boards and commissions with duties and powers related to the operations of the Village;

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq., the City previously established the City’s Emergency Telephone System Board (“ETSB”) under Chapter 2, Article 5 of the Code;

WHEREAS, to comply with Public Act 99-0006, which amended the Act, the corporate authorities have determined that it is in the best interests of the City, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement (“IGA”) with certain other municipalities in order to create a joint emergency telephone system board (“JETSB”);

WHEREAS, pursuant to the IGA and the Act, the City must dissolve the ETSB upon the Commencement Date of the JETSB, as defined in the IGA, which shall be January 1, 2017, subject to the State of Illinois’ approval of the consolidation plan (the “Plan”) to which the IGA pertains;

WHEREAS, the Act, as amended, requires that the Plan by submitted no later than July 1, 2016;

WHEREAS, the applicable administrative rules promulgated by the State require that the City ordinance dissolving the ETSB be submitted with the Plan;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Highwood, Lake County, Illinois, that:

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

Section 2: Upon the effective date of this Ordinance, Chapter 2 Title 5 of the Code, entitled 911 Emergency Telephone System Board, is deleted in its entirety, and the ETSB is dissolved.
Section 3: Every section and provision of this Ordinance shall be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of any other portion of this Ordinance. All ordinances or parts of ordinances in conflict or inconsistent with any of the provisions of this Ordinance are hereby repealed.

Section 4: This Ordinance shall be in full force and effect upon the later of January 1, 2017, or the State of Illinois' approval of the Plan.

ADOPTED this 17th day of May, 2016, pursuant to a roll call vote as follows:

Christopher Grice       yes       Eric Falberg       yes
Brad Slavin            yes       Mike Fiore         yes
Andy Peterson          yes       Matt Feddernann  yes

AYES: 6

NAYS: 0

ABSENT: 0

APPROVED by the City Council of the City of Highwood this 17th day of May, 2016.

Mayor Charles Pecaro

ATTEST:

Deputy City Clerk – Karin J. Barili
CLERK'S CERTIFICATE

I, the undersigned, the duly qualified Clerk of the City of Highwood, Lake County, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO.16-O-23

AN ORDINANCE DELETING TITLE 2, CHAPTER 5 ‘911 EMERGENCY TELEPHONE SYSTEM BOARD' OF THE CITY OF HIGHWOOD MUNICIPAL CODE

adopted at a meeting of the said City of Highwood at which a quorum was present held pursuant to the provisions of the Illinois Open Meeting Act on the 17th day of May, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of May, 2016.

Karin J. Baruffi
Deputy Clerk- City of Highwood

(seal)
ORDINANCE NO. 2016-34

AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE DISSOLVING THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the City of Lake Forest (the "City") is a home rule municipality in accordance with the Constitution of the State of Illinois of 1970;

WHEREAS, the City has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of its citizens;

WHEREAS, the Lake Forest City Code (the "Code"), provides for the establishment of various boards and commissions with duties and powers related to the operations of the City;

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq., the City previously established the City’s Emergency Telephone System Board ("ETSB") under Chapter 39 of the Code;

WHEREAS, to comply with Public Act 99-0006, which amended the Act, the corporate authorities have determined that it is in the best interests of the City, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement ("IGA") with certain other municipalities in order to create a joint emergency telephone system board ("JETSB");

WHEREAS, pursuant to the IGA and the Act, the City must dissolve its ETSB upon the Commencement Date of the JETSB, as defined in the IGA, which shall be January 1, 2017, subject to the State of Illinois’ approval of the consolidation plan (the “Plan”) to which the IGA pertains;

WHEREAS, the Act, as amended, requires that the Plan be submitted to the State of Illinois no later than July 1, 2016;

WHEREAS, the applicable administrative rules promulgated by the State require that the City ordinance dissolving the ETSB be submitted with the Plan;

WHEREAS, the Mayor and City Council have found and determined that it is in the best interests of the City and its residents to: (i) dissolve the City’s ETSB as of the Commencement Date, as defined in the IGA; and (ii) adopt the Code amendments set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Lake Forest, Lake County, Illinois, that:

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

Section 2: Upon the effective date of this Ordinance, the City’s ETSB shall be dissolved and Section 39.187 of the City Code shall be amended as follows:
39.187  EMERGENCY TELEPHONE SYSTEM—BOARD
CREATED; AUTHORITY EXPENDITURES.

(A) An Emergency Telephone System Board is hereby established that shall consist of the Mayor, all sitting aldermen, the Police Chief, Police Deputy of Administration and Fire Chief. Members of the Board shall serve without compensation but shall be reimbursed for their actual and necessary expenses.

(B) The powers and duties of the Board shall include, but need not be limited to the following:

(1) Planning a 911 system;

(2) Coordinating and supervising the implementation; upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems;

(3) Receiving moneys from the surcharge imposed under this subchapter and from any other source, for deposit into the emergency telephone system account;

(4) Authorizing all disbursements from the account; and

(5) Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.

(G) All moneys received by the Board by or on behalf of the City pursuant to a surcharge imposed, or from any other source, for the purpose of installing, improving, or maintaining an emergency 9-1-1 telephone system shall be deposited into an emergency telephone system account maintained by or on behalf of the City. All interest accruing in the account shall be credited to such account. No expenditures may be made from such account except upon the direction of the Board by resolution passed by a majority of all members of the Board. Expenditures may be made only to pay for the costs associated with the following:

(A) The design of the emergency telephone system to include the CAD (Computer Aided Dispatch) system;

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

(C) The repayment of any moneys 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 non-recurring charges related to installation of the emergency telephone system and the ongoing network charges, and

(F) Other products and services necessary for the implementation, upgrade, and maintenance of the ETS and CAD systems. Such costs may include expenses relating to personnel, equipment or facilities associated with the answering, dispatching and responding to calls for emergency service;

(G) The implementation of Next Generation 9-1-1 services and the design, implementation, operation, maintenance, or upgrade of wireless 9-1-1 or E9-1-1 emergency services and public safety answering points in accordance with the Act; and

(H) Any other expenditures authorized by the Act.

Section 3: Every section and provision of this Ordinance shall be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of any other portion of this Ordinance. All ordinances or parts of ordinances in conflict or inconsistent with any of the provisions of this Ordinance are hereby repealed.

Section 4: This Ordinance shall be in full force and effect upon the later of January 1, 2017, or the State of Illinois’ approval of the Plan.

PASSED this 16th day of June 2016.

AYES: (6) Alderman Bledsoe, Newman, Jack, Reienberg, Adelman and Moreno

NAYS: (0)

ABSENT: (2) Alderman Walderick, Pandaleo

APPROVED this 16th day of June 2016.

[Signature]
Mayor

[Signature]
Deputy City Clerk
RESOLUTION NO. 16-85

WHEREAS, the Village of Glenview ("the Village" or "Glenview") is a home-rule municipality located in Cook County, Illinois;

WHEREAS, Glenview operates a full service dispatch center from two facilities, one being located at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview PSSS South Center"), and the other being located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Glenview PSSS North Center" and, collectively with the Glenview PSSS South Center, the "Dispatch Center");

WHEREAS, the Glenview PSSS South Center and the Glenview PSSS North Center are both public safety answering points ("PSAPs"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "Act"), and Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014 between Glenview and Highland Park;

WHEREAS, the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles (collectively, the "Clients") have each entered into intergovernmental agreements with Glenview (collectively, the "Dispatch Service Agreements"), pursuant to which Glenview provides dispatch services to each of those Parties;

WHEREAS, the Village and the Clients all have their own emergency telephone systems boards, as defined in the Act, appointed by their respective corporate authorities;

WHEREAS, the Act requires consolidation of 9-1-1 Authorities (as defined in the Act) through intergovernmental agreements to create a joint emergency telephone system board, ensuring that no 9-1-1 Authority serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority;

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

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

WHEREAS, the municipalities referred to above are units of local government;

WHEREAS, the municipalities referred to above desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above;
WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards;

WHEREAS, the municipalities referred to above have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement; and

WHEREAS, the Corporate Authorities further find and determine that it is in the best interests of the Village, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement (the "Intergovernmental Agreement") with the Clients.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Glenview, as follows:

The Village President and Village Clerk are hereby authorized to execute an intergovernmental agreement with the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles to form a joint Emergency Telephone System Board.

PASSED this 3rd day of May, 2016.

AYES: Britton Detlefs Hinkamp Jenny Karton White
NAYS: None
ABSENT: None

APPROVED by me this 3rd day of May, 2016.

James R. Patterson, Jr. Village President of the Village of Glenview, Cook County, Illinois

ATTEST:

Todd Hileman, Village Clerk of the Village of Glenview, Cook County, Illinois

The regular Meeting of the Board of Trustees of the Village of Grayslake was called to order at 7:00 P.M. in the Board Room of the Grayslake Village Hall, Mayor Rhett Taylor presiding.


Also present were various Village staff members.

PUBLIC COMMENT – AGENDA ITEMS: None.

1. APPROVAL: MINUTES OF THE REGULAR MEETING OF MAY 17, 2016

Trustee Jarvis made a motion, seconded by Trustee Davies, to approve the Minutes of the Regular Board Meeting of May 17, 2016. On voice vote – all “aye”. MOTION CARRIED.


Trustee Bassett made a motion, seconded by Trustee Davies, to approve the Treasurer’s Report for June 7, 2016 and authorize payment of the bills as listed in the report. Roll call: Trustees Bassett, Vogel, Jarvis, Waldenstrom, Davies – all “aye”. MOTION CARRIED.

3. FEE WAIVER REQUEST – GRACE COMMUNITY BIBLE CHURCH

Trustee Waldenstrom made a motion, seconded by Trustee Bassett, to approve a fee waiver request for Grace Community Bible Church in the amount of $79.10 for an alterations permit. Roll call: Trustees Bassett, Vogel, Jarvis, Waldenstrom, Davies – all “aye”. MOTION CARRIED.

4. APPROVAL: INTERGOVERNMENTAL AGREEMENT – 9-1-1 SERVICES

On the recommendation of the Committee of the Whole, Trustee Bassett made a motion, seconded by Trustee Waldenstrom, to approve an intergovernmental agreement establishing a Joint Emergency Telephone System Board (JETSB). Roll call: Trustees Bassett, Vogel, Jarvis, Waldenstrom, Davies – all “aye”. MOTION CARRIED.

5. ORDINANCE 2016-0-09: ELIMINATING THE GRAYSLAKE EMERGENCY TELEPHONE SYSTEM BOARD

On the recommendation of the Committee of the Whole, Trustee Jarvis made a motion, seconded by Trustee Bassett, to approve Ordinance 2016-0-09, eliminating the Grayslake Emergency Telephone System Board (ETSB) in accordance with new state statute. Roll call: Trustees Bassett, Vogel, Jarvis, Waldenstrom, Davies – all “aye”. MOTION CARRIED.
6. APPROVAL: MEMORANDUM OF UNDERSTANDING – A WAY OUT PROGRAM

On the recommendation of the Chief Perlini, Trustee Davies made a motion, seconded by Trustee Bassett to authorize the execution of a memorandum of understanding with Gateway Foundation, Inc. for providing addiction counseling services through Village participation in the “A Way Out” program. Roll call: Trustees Bassett, Vogel, Jarvis, Waldenstrom, Davies – all “aye”. MOTION CARRIED.

7. AUTHORIZATION TO EXECUTE: AGREEMENT FOR ACQUISITION OF PROPERTY

Upon final approval of the Village attorney, Trustee Vogel made a motion, seconded by Trustee Bassett, to authorize the execution of a purchase agreement for two vacant lots at the southeast corner of Slusser Street and Hawley Street. Roll call: Trustees Bassett, Vogel, Jarvis, Waldenstrom, Davies – all “aye”. MOTION CARRIED.

8. AUTHORIZATION TO EXECUTE: FRATERNAL ORDER OF POLICE LABOR CONTRACT

Trustee Bassett made a motion, seconded by Trustee Waldenstrom, to authorize the execution of a five-year labor contract with the Fraternal Order of Police Lodge 99. Roll call: Trustees Bassett, Vogel, Jarvis, Waldenstrom, Davies – all “aye”. MOTION CARRIED.

PUBLIC COMMENT: Mike Steinert from Right at Home provided an update on Grayslake becoming a dementia-friendly community.

TRUSTEE REPORTS: The Trustees congratulated the Chamber of Commerce and Grayslake Exchange Club on the success of the 4th annual Craft Beer Festival and thanked all who attended the Memorial Day Parade and Service.

MAYOR'S REPORT: Mayor Taylor thanked all involved in the Memorial Day Parade and Service and for the Craft Beer Festival. Mayor Taylor reminded all about the 21st annual Arts Festival on Saturday, June 18th in downtown Grayslake and The Oasis Bike Run on Sunday, June 26th. Mayor Taylor relayed the thank you letter received from University of Illinois Extension for the $2,500 donation.

ADJOURNMENT

There being no further business, Trustee Jarvis made a motion, seconded by Trustee Davies, to adjourn the meeting. On voice vote – all “aye”. MOTION CARRIED.

The meeting was adjourned at 7:17 p.m.

Respectfully submitted,

Cynthia E. Lee
Village Clerk

WHEREAS, the Village of Lake Bluff ("the Village" or "Lake Bluff") is a home-rule municipality located in Lake County, Illinois; and,

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

WHEREAS, Glenview operates a full service dispatch center from two facilities, one being located at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview PSSS South Center"), and the other being located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Glenview PSSS North Center" and, collectively with the Glenview PSSS South Center, the "Dispatch Center"); and,

WHEREAS, the Glenview PSSS South Center and the Glenview PSSS North Center are both public safety answering points ("PSAPs"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "Act"), and Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014 between Glenview and Highland Park; and,

WHEREAS, the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles (collectively, the "Clients") have each entered into intergovernmental agreements with Glenview (collectively, the "Dispatch Service Agreements"), pursuant to which Glenview provides dispatch services to each of those Parties; and,

WHEREAS, Glenview and the Clients all have their own emergency telephone systems boards, as defined in the Act, appointed by their respective corporate authorities; and,

WHEREAS, the Act requires consolidation of 9-1-1 Authorities (as defined in the Act) through intergovernmental agreements to create a joint emergency telephone system board, ensuring that no 9-1-1 Authority serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority; and,

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

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

WHEREAS, the municipalities referred to above are units of local government; and,

WHEREAS, the municipalities referred to above desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above; and,

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards; and,

WHEREAS, the municipalities referred to above have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement; and,

WHEREAS, the Corporate Authorities further find and determine that it is in the best interests of the Village, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement (the "Intergovernmental Agreement") with the Clients.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, COUNTY OF LAKE AND STATE OF ILLINOIS, as follows:

Section 1.  Recitals.

The foregoing recitals are incorporated into, and made a part of, this Resolution as the findings of the President and Board of Trustees of the Village.

Section 2.  Approval of the Intergovernmental Agreement.

The Village President and Village Clerk are hereby authorized to execute an intergovernmental agreement in substantially the same form as Exhibit A and in a final form approved by the Village Administrator and Village Attorney, with the Village of Grayslake, the
City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles to form a joint Emergency Telephone System Board.

Section 3. Effective Date.

This Resolution will be in full force and effect following its passage and approval in the manner required by law.

PASSED this 9th day of May, 2016, by vote of the Board of Trustees of the Village of Lake Bluff as follows:

AYES: (5) Ankenman, Christensen, Dewart, Grenier and Meyer

NAYS: (0)

ABSENT: (1) Josephitis

APPROVED this 9th day of May, 2016.

Village President

ATTEST:

Village Clerk
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF GLENVIEW

By __________________________
Village President

Attest ________________________
Village Clerk

Date __________________________

VILLAGE OF GRAYS LAKE

By __________________________
Village President

Attest ________________________
Village Clerk

Date __________________________

VILLAGE OF LAKE BLUFF

By __________________________
Village President

Attest ________________________
Village Clerk

Date 5/13/16

VILLAGE OF MORTON GROVE

By __________________________
Village President

Attest ________________________
Village Clerk

Date __________________________

VILLAGE OF NILES

By __________________________
Village President

Attest ________________________
Village Clerk

Date __________________________

CITY OF HIGHLAND PARK

By __________________________
Mayor

Attest ________________________
City Clerk

Date __________________________

CITY OF HIGHLAND PARK

By __________________________
Mayor

Attest ________________________
City Clerk

Date __________________________

CITY OF LAKE FOREST

By __________________________
Mayor

Attest ________________________
City Clerk

Date __________________________
STATE OF ILLINOIS)

    ) SS
COUNTY OF COOK 


I, Connie Travis, Village Clerk for the Village of Morton Grove in the County of Cook, in the State of Illinois, does hereby certify that the following, hereinafter described, are true and correct copies of the original documents which are part of the records of my office as such Village Clerk:

Resolution 16-32 Establishing a Joint Emergency Telephone Systems Board with the Village of Glenview and Other Corporate Authorities

I hereby subscribe my name as Village Clerk and affix the Official Corporate Seal of the Village of Morton Grove, this 10th day of May 2016.

CONNIE TRAVIS, Village Clerk
LEGISLATIVE SUMMARY

RESOLUTION 16-32

ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD
WITH THE VILLAGE OF GLENVIEW AND OTHER CORPORATE AUTHORITIES

Introduced: May 9, 2016

Purpose:
This Resolution authorizes the execution of an Intergovernmental Agreement (IGA) to establish a Joint Emergency Telephone Systems Board with the Village of Glenview and other governmental agencies.

Background:
On June 29, 2015, the state of Illinois passed Public Act 99-0006 which amended the Emergency Telephone Systems Act, 50 ILCS 750 et. seq. The Act requires local governments to enter into an intergovernmental agreement (IGA) to create a Joint Emergency Telephone System Board (JETSB) so that all 9-1-1 centers serve populations over 25,000, and have a public safety answering points (PSAP) within the jurisdiction of the members of the IGA. Morton Grove currently receives dispatch services from Glenview which is a PSAP. The Village along with other municipalities that receive dispatch services from Glenview has negotiated an IGA to form a JETSB. Under the IGA, the collection and disbursement of 9-1-1 surcharges will be accomplished through the Village of Glenview who is responsible for the maintenance and operation of the overall 9-1-1 system. The IGA will comply with the new law and must be approved by a resolution of all parties to the agreement by July 1, 2016.

Programs, Departments Or Groups Affected: Police, Administration and Legal Departments

Fiscal Impact: There is no budget impact

Source of Funds:

Workload Impact: Village staff, as part of their normal work activities will perform the management and implementation of this agreement.

Administrator Recommendation: Approval as presented

Second Reading: N/A

Special Considerations or Requirements: None

Respectfully submitted:

Ralph E. Czerwinski, Village Administrator

Prepared by:
Teresa Hoffman Leston, Corporation Counsel

Reviewed by:
Police Chief Michael Simo
RESOLUTION 16-32

ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD
WITH THE VILLAGE OF GLENVIEW AND OTHER CORPORATE AUTHORITIES

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village of Glenview currently operates a full service dispatch center from two facilities located at 2500 East Lake Avenue, Glenview, Illinois (the Glenview PSSS South Center), and at 1677 Old Deerfield Road, Highland Park, Illinois (the Glenview PSSS North Center). They are collectively known as the Dispatch Center; and

WHEREAS, the Glenview PSSS South and North Centers are public safety answering points (PSAPs) as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "Act"); and

WHEREAS, the Village of Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014, between the Village of Glenview and the City of Highland Park; and

WHEREAS, the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles (the Clients) have each entered into intergovernmental agreements with the Village of Glenview (the Dispatch Service Agreements) wherein the Village of Glenview provides dispatch services to each of those Clients; and

WHEREAS, the Village of Morton Grove and the other Clients all have their own Emergency Telephone Systems Boards, as defined in the Act, which have been appointed by their respective Corporate Authorities; and

WHEREAS, as currently defined in the Act, all Authorities must consolidate through intergovernmental agreements to create a Joint Emergency Telephone System Board, ensuring no 9-1-1 Authority serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority; and
WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

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

WHEREAS, the Village of Morton Grove along with the other municipalities referred to above are units of local government; and

WHEREAS, the Village of Morton Grove along with the other municipalities referred to above desire to dissolve their individual Emergency Telephone System Boards and establish a Joint Emergency Telephone System Board to comply with the consolidation requirements of Section 15.4a of the Act, as described above; and

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides the ISP will distribute surcharge revenues to Joint Emergency Telephone System Boards; and

WHEREAS, the Village of Morton Grove and the other municipalities referred to above have determined it is in their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement with the Village of Glenview.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2. The Village President and Village Clerk of the Village of Morton Grove are hereby authorized to execute an Intergovernmental Agreement (attached hereto as Exhibit "A") with the Village of Glenview, the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles in order to form a Joint Emergency Telephone System Board.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.
PASSED THIS 9th DAY OF MAY 2016

Trustee Grear    AYE
Trustee Minx    AYE
Trustee Pietron  ABSENT
Trustee Ramos    AYE
Trustee Thill    AYE
Trustee Witko    AYE

APPROVED BY ME THIS 9th DAY OF MAY 2016

[Signature]
Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

ATTESTED and FILED in my office
This 10th DAY OF MAY 2016

[Signature]
Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois
STATE OF ILLINOIS  )  
COUNTY OF COOK  )  SS

I, Marlene J. Victorine, do hereby certify that I am the duly appointed and qualified Village Clerk of the Village of Niles, County of Cook and State of Illinois, and, as such, am the keeper of the records, legal documents and files of said Village.

I DO FURTHER CERTIFY that the attached and foregoing is a true, correct, and complete copy of a legal document duly adopted by the Board of Trustees of the Village of Niles on the 24th day of May, 2016 entitled:

RESOLUTION 2016-30R Authorizing an Intergovernmental Agreement Establishing a Joint Emergency Telephone Systems Board

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Niles, this 26th day of May, 2016.

[Signature]

Village Clerk of the Village of Niles
Cook County, State of Illinois
RESOLUTION 2016-30R

RESOLUTION AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

WHEREAS, the Village of Niles wishes to enter into an intergovernmental
greement to consolidate 9-1-1 centers and emergency telephone systems boards pursuant
to State of Illinois Public Act 99-0006; and

WHEREAS, the intergovernmental agreement is made and entered into by and
between Niles, Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest
and Morton Grove.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of
Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President
or his designee of the Village of Niles to execute an intergovernmental agreement with
the Village of Glenview, the Village of Grayslake, the City of Highland Park, the City of
Highwood, the Village of Lake Bluff, the City of Lake Forest and the Village of Morton
Grove.

PASSED: This 24th day of May, 2016
YEAS: 6 Alpoganis, Jekot, LoVerde, Matyas, McCreery, Strzelecki
NAYS: 0
ABSENT: 0
ABSTAIN: 0

APPROVED by me this 24th day of May, 2016.

[Signature]
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in
pamphlet form as provided by law in the Village of Niles, Illinois.

[Signature]
Village Clerk
CITY OF HIGHLAND PARK

RESOLUTION NO. R78-2016

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

WHEREAS, in April of 2014, the City of Highland Park entered into a contract with the Village of Glenview to provide 9-1-1 dispatch services along with Lake Forest, Lake Bluff and Highwood; and

WHEREAS, presently, the Village of Glenview operates a joint dispatch center from two facilities serving Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles, for a total population of 208,198; and

WHEREAS, the Village of Glenview operates from two facilities, the Glenview PSSS South Center (Glenview Police Facility) and the Glenview PSSS North Center (Highland Park Police Facility) with each facility having a public safety answering point (“PSAP”) for 9-1-1 phone calls; and

WHEREAS, on June 29, 2015, the Governor of the State of Illinois signed into law Public Act 99-0006 (“Act”), instituting changes to the collection and distribution of 9-1-1 surcharge revenues, and requiring the consolidation of 9-1-1 centers and emergency telephone system boards (“ETSBs”); and

WHEREAS, the Act requires that the municipalities being serviced by Glenview’s joint dispatch center are required to consolidate their ETSBs into a Joint Emergency Telephone System Board that will be governed by a multi-party intergovernmental agreement; and

WHEREAS, the municipalities have negotiated and prepared an intergovernmental agreement that sets forth how the JETSB would be governed and how disbursements of 9-1-1 surcharges by the State of Illinois would be distributed between the JETSB members (“IGA”); and

WHEREAS, the City Council has determined that entering into the IGA will serve and be in the best interest of the City and its residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF IGA. The Intergovernmental Agreement Establishing a Joint Emergency Telephone Systems Board by, between, and among the City, the Village of Glenview, the Village of Grayslake, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles, is hereby approved in
substantially the form attached to this Resolution as Exhibit A, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF IGA. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the IGA.

SECTION FOUR: EFFECTIVE DATE: This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES: Mayor Rotering, Councilmen Stone, Kaufman, Frank, Blumberg, Knobel, Holleman
NAYS: None
ABSENT: None
PASSED: May 9, 2016
APPROVED: May 9, 2016
RESOLUTION NO. R78-2016

ATTEST:

Nancy R. Rotering, Mayor

Ghilka S. Neukirch, City Clerk
City of Highwood
17 Highwood Avenue
Highwood, Lake County, Illinois
Telephone (847) 432-1924
Fax (847) 432-0735

Charlie Pecaro, Mayor

State of Illinois  )
County of Lake  )SS
City of Highwood  )

CERTIFICATION BY CITY CLERK

I, Karin J. Baruffi, do hereby certify that I am the City Deputy Clerk of the City of
Highwood, Lake County, Illinois, and as such, keeper of the records, ordinances, files and seal of
said City:

I HEREBY CERTIFY that the attached document is a true and
correct copy of: Resolution: 16-8-14

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH SEVEN OTHER MUNICIPALITIES TO FORM A JOINT
EMERGENCY TELEPHONE SYSTEM BOARD

IN WITNESS WHEREOF, I have here unto set my hand and affixed the Corporate Seal of
the City of Highwood, this 14TH June, 2016

Karin J. Baruffi, Deputy Clerk
RESOLUTION NO. 16-R-14

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SEVEN OTHER MUNICIPALITIES TO FORM A JOINT EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, the City of Highwood ("the City" or "Highwood") is a home-rule municipality located in Lake County, Illinois;

WHEREAS, Glenview operates a full service dispatch center from two facilities, one being located at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview PSSS South Center"), and the other being located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Glenview PSSS North Center" and, collectively with the Glenview PSSS South Center, the "Dispatch Center");

WHEREAS, the Glenview PSSS South Center and the Glenview PSSS North Center are both public safety answering points ("PSAPs"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "Act"), and Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014 between Glenview and Highland Park;

WHEREAS, the City of Grayslake, the City of Highland Park, the City of Highwood, the City of Lake Bluff, the City of Lake Forest, the City of Morton Grove, and the City of Niles (collectively, the "Clients") have each entered into intergovernmental agreements with Glenview (collectively, the "Dispatch Service Agreements"), pursuant to which Glenview provides dispatch services to each of those Parties;

WHEREAS, the City and the Clients all have their own emergency telephone systems boards, as defined in the Act, appointed by their respective corporate authorities;

WHEREAS, the Act requires consolidation of 9-1-1 Authorities (as defined in the Act) through intergovernmental agreements to create a joint emergency telephone system board, ensuring that no 9-1-1 Authority serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority;
RESOLUTION NO. 16-R-14

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

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

WHEREAS, the municipalities referred to above are units of local government;

WHEREAS, the municipalities referred to above desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above;

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards;

WHEREAS, the municipalities referred to above have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement; and

WHEREAS, the Corporate Authorities further find and determine that it is in the best interests of the City, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement (the "Intergovernmental Agreement") with the Clients.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Highwood, as follows:
RESOLUTION NO. 16-R-14

The Mayor is hereby authorized to execute an intergovernmental agreement with the City of Grayslake, the City of Highland Park, the City of Highwood, the City of Lake Bluff, the City of Lake Forest, the City of Morton Grove, and the City of Niles to form a joint Emergency Telephone System Board, a copy of which is attached hereto as Exhibit A.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHWOOD, LAKE COUNTY, ILLINOIS, 17th day of May, 2016

AYES: 6
NAYS: 0
ABSENT: 0

APPROVED BY THE MAYOR OF THE CITY OF HIGHWOOD, LAKE COUNTY, ILLINOIS,
this 17th day of May, 2016

CHARLES PECARO, MAYOR

ATTEST

[Signature]
CALL TO ORDER AND ROLL CALL: Honorable Mayor Schoenheider called the meeting to order at 6:30 pm, and Deputy City Clerk Margaret Boyer called the roll of Council members.


Absent: Alderman Waldeck, Alderman Pandaleon

Also present were: Robert Kiely, City Manager; Victor Filippini, City Attorney; Catherine Czerniak, Director of Community Development; Elizabeth Holleb, Finance Director; Susan Banks, Communications Manager; Michael Thomas, Director of Public Works; Karl Walldorf, Chief of Police; Craig Lepkowski, Commander; Robert Copeland, Deputy Police Chief; Jeffrey Howell, Fire Chief; Pete Siebert, Deputy Fire Chief; Sally Swarthout, Director of Parks & Recreation; Mike Strong, Assistant to the City Manager, Anne Whipple and a large number of Lake Forest Police Officers and Staff.

There were approximately 80 present in the audience.

PLEDGE OF ALLEGIANCE - was recited by all in attendance.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

A. Swear in Chief of Police- Karl Walldorf
Mayor Schoenheider swore in Karl Walldorf, Karl’s wife Amy pinned him with his Chief badge and photos were taken of the family.

B. Approval of a Resolution of Appreciation for Brenda Dick
Mayor Schoenheider read the resolution, presented it to Mrs. Dick, and photos were taken.

COUNCIL ACTION: Approval of the Resolution

Alderman Beidler made a motion to approve the Resolution, seconded by Alderman Moreno. Motion carried unanimously by voice vote.

C. 2016-2017 Board and Commission Appointments

LEGAL COMMITTEE
Proceedings of the Monday, June 6, 2016
Regular City Council Meeting

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<thead>
<tr>
<th>NAME OF MEMBER</th>
<th>APPOINT/REAPPOINT</th>
<th>WARD</th>
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<tbody>
<tr>
<td>Anthony Mancini</td>
<td>Appoint</td>
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PARKS AND RECREATION BOARD

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<th>APPOINT/REAPPOINT</th>
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<tbody>
<tr>
<td>Andrew Grabemann</td>
<td>Appoint</td>
<td>Student</td>
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COUNCIL ACTION: Approve the Mayors Appointments

Alderman Newman made a motion to approve the Appointments, seconded by Alderman Moreno. Motion carried unanimously by voice vote.

D. Approval of a Resolution of Appreciation for Retiring Members of Boards and Commissions as follows:

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<tr>
<th>BOARD, COMMISSION OR COMMITTEE</th>
<th>NAME OF MEMBER(S)</th>
</tr>
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<tr>
<td>LEGAL COMMITTEE</td>
<td>Natascha Backes</td>
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COUNCIL ACTION: Approve the Resolution

Alderman Adelman made a motion to approve the Resolution, seconded by Alderman Beidler. Motion carried unanimously by voice vote.

E. Report and Recommendation from the Personnel, Compensation and Administration Committee on the employment agreement with the City Manager

Mayor Schoenheider stated that the feedback on the review of City Manager Bob Kiely was overwhelming positive and that Mr. Kiely has done a tremendous job leading The City of Lake Forest.

COUNCIL ACTION: Approve the contract with the City Manager

Alderman Adelman made a motion to approve the contract with the City Manager, seconded by Alderman Newman. The following voted "Yea": Alderman Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted "Nay": None. 6 Yeas, 0 Nays, motion carried.

Mayor Schoenheider reported on comments from a recent Real Estate Professional meeting that included making the community more inviting to young people and families, how to promote the community, what to tell people about The City of Lake Forest, and the development process.

COMMENTS BY CITY MANAGER
Proceedings of the Monday, June 6, 2016
Regular City Council Meeting

City Manager Robert Kiley Jr. thanked the Council for approving the City Manager contract and stated that it is an honor and a privilege to work in The City of Lake Forest. Mr. Kiley credited his success to a great Staff. He then introduced Michael Thomas, Director of Public Works who gave an update on construction projects around town: the Westleigh bridge cleaning, Old Elm water main replacement and reported on the amount of rainfall the City has seen over the past six years. Mr. Thomas asked that residents be understanding through the inclement season.

A. Community Spotlight
   -Ragdale Foundation, 40th Anniversary
     - Jeffrey Meeuwsen, Executive Director

City Manager Robert Kiley Jr., introduced Jeffrey Meeuwsen who gave an overview of Ragdale’s growth and expansion, along with the international recognition it has received over the last 40 years. Mr. Meeuwsen then gave a preview of upcoming programs and explained that efforts to market Ragdale are mirroring the Mayors comments about marketing Lake Forest in general. Calendar of events were handed out.

**COMMENTS BY COUNCIL MEMBERS**

**FINANCE COMMITTEE**

A. Property Tax Primer

PRESENTED BY:
Elizabeth Holleb, Finance Director and
Kathy Blahunka, Shields Township Assessor

Finance Director Elizabeth Holleb reported that in recent weeks the City of Lake Forest has received more than a dozen calls or emails about tax bills, either going up or going down. In an effort to address some of those questions, Ms. Holleb worked with Kathy Blahunka, Shields Township Assessor. Ms. Holleb presented slides explaining the tax levy cycle and process and the timeline of when the Lake County Treasurer’s office sends out tax bills and when they are due. Ms. Blahunka offered information on tax relief and where residents can find the information. (http://www.lakecountyil.gov/156/TAX-RELIEF ) Ms. Blahunka also offered an overview of tax rate comparison for Lake Forest property in Shields Township. Ms. Blahunka also explained how general assessment works and distribution of taxes using the tax formula and that rate equals levy/EAV.

The City Council had discussion on when residents receive the blue cards in the mail and how to appeal property tax, and learn about a property tax freeze. Mayor Schoenheider thanked both Elizabeth Holleb and Kathy Blahunka for the presentation.

**LAKE FOREST COLLABORATIVE FOR ENVIROMENTAL LEADERSHIP**

A. Information Update from LFCEL

PRESENTED BY
Jack Reisenberg, Alderman
Curt Volkman, Chairman of LFCEL
KC Doyle, Sustainability Coordinator for Lake County
Mike Rummel, Former Mayor and Current Lake County Board Member

Alderman Reisenberg reported that the latest Lake Forest Strategic Plan was developed in 2012 and approved by City Council in 2013. One of the six key elements for the Plan is Environmental Stewardship with the objectives of promoting education and sustainable and ecologically sensitive policies, preserving and protecting the environment, encouraging energy efficiency and promoting and expanding recycling.

Alderman Reisenberg stated that in order to guide future environmental stewardship initiatives, the first task was to develop a sustainability plan for the City. This responsibility was given to the Lake Forest Collaborative for Environmental Leadership, (LFCEL) a voluntary organization intended to help educate and coordinate environmental action and promote sustainable practices. Alderman Reisenberg reported much has been accomplished towards the development of the sustainability plan and introduced Curt Volkman, Chairman of the LFCEL. Mr. Volkman gave an overview of projects identified, defined and work done to date that included stormwater management, ecosystem vitality, waste management, renewability, transportation and air quality.湖 County Board Member Mike Rummel reported on SWALCO and electric vehicle charging stations. Sustainability Coordinator for Lake County, KC Doyle, reviewed an example of how Lake County is taking part such as a prescription drug take back program growing.

Alderman Reisenberg reiterated that the Collaborative is comprised of representatives from School Districts 67 and 115, LF Open Lands Association, LF College and the City. It was formed to bring the community together to educate and engage in environmental action and to promote sustainable practices within Lake Forest.

Mayor Schoenheider thanked all for their work and for reporting to the Council and residents.

**OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS**

None.

**ITEMS FOR OMNIBUS VOTE CONSIDERATION**

1. Approval of the May 16, 2016 City Council Meeting Minutes
2. Check Register for the period April 23- May 27, 2016.
3. Resolution of Appreciation for retiring employee, Terry Richards
4. Award of Contract for the City Hall Parking Lot Resurfacing Project
5. Consideration of a Resolution Approving an Exception for Property Located at 1590 N. Waukegan Road with Respect to the Water Meter Customer Classification (Approve by Motion)
6. Authorization to Dispose of City Property

**COUNCIL ACTION:** Approve the six (6) Omnibus items.

Mayor Schoenheider asked members of the Council if they would like to remove any item or take it separately. The City Council had discussion on item #4 as to diagonal parking and item # 6 and the process. The Mayor asked for a motion to approve the five Omnibus items as presented with a scrivener’s error in the minutes.

Alderman Moreno made a motion to approve the five Omnibus items as presented, seconded by Alderman Beldler. The following voted “Yea”: Aldermen Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted “Nay”: None. 6 Yeas, 0 Nays, motion carried.

*Information such as Purpose and Action Requested, Background/Discussion, Budget/Fiscal Impact, Recommended Action and a Staff Contact as it relates to the Omnibus items can be found on the agenda.*

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**ORDINANCES**

**ORDINANCES AFFECTING CODE AMENDMENTS**

**NEW BUSINESS**

1. Approval of an Intergovernmental Agreement to form a Joint Emergency Telephone System Board (JETSB) between the Village of Glenview and all Municipalities provided Dispatch Services Pursuant to Previously Approved Dispatch Service Agreements and an Ordinance dissolving the City of Lake Forest ETSB (Waive First Reading and Grant Final Approval)

Elizabeth Holleb, Finance Director, reported on the statutory changes for the emergency telephone Fund (Public Act 99-0006) that include change in surcharge revenue structure, established an .87 a line per month surcharge for wireless and landline, added a hold harmless provision for those whose rate exceeded the newly established rate, centralized collection and distribution of 911 surcharge revenue, and requires consolidation of 911 systems and services by July 1, 2017. Ms. Holleb stated that grants may be available for consolidation efforts and may be extended back to consolidations since 2010.

Ms. Holleb reported that the proposed joint ETSB would be administered by Glenview and include all agencies served by consolidated dispatch IGA and that dispatch service agreements would not be impacted and that Glenview would serve as custodian. Ms. Holleb reviewed the anticipated schedule shown below:

| January - February | Develop JETSB Intergovernmental Agreement |
February - March  | Submit proposed IGA to Illinois State Police (ISP) for review
April          | Finalize JETSB Agreement based on ISP review
May – June    | Consideration by member governing boards
June           | Submit plan and signed IGAs to ISP (meet legislative deadline of 7/1/16)
July - November | Establish separate JETSB fund and accounting procedures
January 1, 2017 | * Effective date of JETSB
               | * Surcharge revenue deposited to JETSB fund
               | * First JETSB meeting

Ms. Holleb noted that these changes have and may continue to impact the timing of receipts of E-911 surcharge revenue, and staff will continue to monitor this closely.

The City Council had discussion on budget impact, and allocation of funds. Mayor Schoenheider asked if there was anyone from the public who would like to comment. Seeing none, he asked for a motion.

**COUNCIL ACTION:** Staff recommends City Council approval of the proposed Intergovernmental Agreement forming a JETSB and proposed Ordinance dissolving the City of Lake Forest ETSB (Waive First Reading and Grant Final Approval).

Alderman Moreno made a motion for approval of the proposed Intergovernmental Agreement forming a JETSB and proposed Ordinance dissolving the City of Lake Forest ETSB (Waive First Reading and Grant Final Approval), seconded by Alderman Reisenberg. The following voted “Yea”: Aldermen Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted “Nay”: None. 6 Yeas, 0 Nays, motion carried.

2. **Approval of Resolutions Authorizing the Submission of Grant Applications between The City of Lake Forest and the Illinois Department of Transportation for Grant Funding through the Illinois Transportation Enhancement Program (“ITEP”)**

Mike Strong, Assistant to the City Manager, reported that the resolutions before the Council were submitted in anticipation of receiving grant funding under the Fixing America’s Surface Transportation Act (“FAST Act”). The FAST Act is a five-year, $305 billion surface transportation reauthorization bill that authorizes federal highway, highway safety, transit and rail programs from federal fiscal years 2016 through 2020. Mr. Strong reported that the Act has set aside resources to fund projects through the Illinois Transportation Enhancement Program (“ITEP”). ITEP provides financial assistance for projects that support alternate modes of transportation, enhance transportation facilities, and improve the quality of life for members of the community.
The 2016 ITEP cycle has been released, and a call for projects is being solicited for the program. Project sponsors may receive up to eighty (80) percent reimbursement for project costs. The remaining twenty (20) percent is the responsibility of the project sponsor.

Mr. Strong stated that City staff is requesting that City Council approve resolutions between the City and Illinois Department of Transportation ("IDOT") to support applications to support the Route 60 Multi-Use Path Project, Western Avenue Streetscape Improvement Project, and the West Train Station Pedestrian Underpass Project. Approval of these Resolutions affirms that the City is committed to funding the required local share and is requesting that IDOT allocate the maximum amount of ITEP grant funding possible to support each project. Mr. Strong noted that if the City is awarded a grant, a subsequent Resolution and Agreement will need to be reviewed and considered by City Council to formally accept the grant award and to authorize the expenditure of any City funds to support the projects.

Mr. Strong gave a brief overview of each project: Route 60 Multi-Use Path Project, the Western Avenue Streetscape Improvement Project and the West Train Station Underpass Project:

The City Council had discussions on the underpass and safety concerns, the Amtrak stop and the quantity and speed of trains going through the City. Mayor Schoenheider assured the Council that safety is everyone’s top concern, including during conversations with Senator Bob Dold. The City Council also had discussions on the Route 60 Multi-path use. Mayor Schoenheider asked if there was anyone from the public who would like to comment. Seeing none, he asked for a motion.

COUNCIL ACTION: If appropriate, and should the City Council desire, approve the following:

1. A Resolution authorizing submission of a grant application to the Illinois Transportation Enhancement Program for the Illinois Route 60 Multi-Use Path Project and authorizing the City Manager to execute related documents with the Illinois Department of Transportation regarding this application.

2. A Resolution authorizing submission of a grant application to the Illinois Transportation Enhancement Program for the Western Avenue Streetscape Improvement Project and authorizing the City Manager to execute related documents with the Illinois Department of Transportation regarding this application.

3. A Resolution authorizing submission of a grant application to the Illinois Transportation Enhancement Program for the West Train Station Underpass Project and authorizing the City Manager to execute related documents with the Illinois Department of Transportation regarding this application.

Alderman Reisenberg made a motion approving a Resolution authorizing submission of a grant application to the Illinois Transportation Enhancement Program for the Illinois Route 60 Multi-Use Path Project and authorizing the City Manager to execute related documents with the Illinois Department of Transportation regarding this application. And approving a Resolution authorizing submission of a grant application to the Illinois Transportation Enhancement Program for the Western Avenue Streetscape Improvement Project and authorizing the City Manager to execute
related documents with the Illinois Department of Transportation regarding this application. And approving a Resolution authorizing submission of a grant application to the Illinois Transportation Enhancement Program for the West Train Station Underpass Project and authorizing the City Manager to execute related documents with the Illinois Department of Transportation regarding this application, seconded by Alderman Adelman. The following voted “Yea”: Aldermen Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted “Nay”: None. 6 Yeas, 0 Nays, motion carried.

3. Consideration of an Amendment to the Regularly Scheduled Meetings of the City Council for the year 2017. (First Reading and if Desired by the City Council, Final Approval)

City Manager Robert Kiely Jr. stated that staff is making a recommendation to amend the City Council meetings to incorporate some workshop meetings in place of a regularly scheduled meetings approximately once each quarter. The City Manager reported that recently the City Council has found value in other workshop meetings and while the workshop meetings are subject to all of the requirements of the Open Meetings Act, The workshop meetings will provide an opportunity to discuss a wide range of subjects in a less structured environment. The only change would be that they are not televised and would occur at the Municipal Services Building, 800 N Field Drive.

Mayor Schoenheider asked if there was anyone from the public who would like to comment. Seeing none, he asked for a motion

COUNCIL ACTION: if determined to be appropriate by the City Council, waive first reading and grant final approval of the Amendment to the Regularly Scheduled Meetings of the City Council for the calendar year 2017.

Alderman Reisenberg made a motion to waive first reading and grant final approval of the Amendment to the Regularly Scheduled Meetings of the City Council for the calendar year 2017, seconded by Alderman Newman. The following voted “Yea”: Aldermen Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted “Nay”: None. 6 Yeas, 0 Nays, motion carried.

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION

Mayor Schoenheider reported that there will be no further business when the City Council reconvenes from Executive Session. Mayor Schoenheider asked for a motion to adjourn into EXECUTIVE SESSION pursuant to 5ILCS 120/2 (e), (2), The City Council will be discussing personnel.

Alderman Tack made a motion to adjourn into executive session pursuant to 5ILCS 120/2 (c), (2), The City Council will be discussing personnel, seconded by Alderman Beidler. The following voted “Yea”: Aldermen Beidler, Newman, Tack, Reisenberg, Adelman and Moreno. The following voted “Nay”: None. 6 Yeas, 0 Nays, motion carried.
Adjournment into executive session at 8:33 pm.

RECONVENE INTO REGULAR SESSION at 9:35 pm

ADJOURNMENT

There being no further business. Alderman Reisenberg made a motion to adjourn, seconded by Alderman Moreno. Motion carried unanimously by voice vote at 9:35 p.m.

Respectfully Submitted,
Margaret Boyer
Deputy City Clerk

A video of the City Council meeting is available for viewing at the Lake Forest Library and on file in the Clerk’s office at City Hall. You can also view it on the website by visiting www.cityoflakeforest.com. Click on I Want To, then click on View, then choose Archived Meetings Videos.
IGA
THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into as of June 14, 2016 (the “Effective Date”), by and between the Village of Glenview, an Illinois home rule municipal corporation (“Glenview”), the Village of Grayslake, an Illinois municipal corporation (“Grayslake”), the City of Highland Park, an Illinois home rule municipal corporation (“Highland Park”), the City of Highwood, an Illinois home rule municipal corporation (“Highwood”), the Village of Lake Bluff, an Illinois home rule municipal corporation (“Lake Bluff”), the City of Lake Forest, an Illinois home rule municipal corporation (“Lake Forest”), the Village of Morton Grove, an Illinois home rule municipal corporation (“Morton Grove”), and the Village of Niles, an Illinois home rule municipal corporation (“Niles”). (For convenience, Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles may be referred to individually as a “Party” and collectively as the “Parties.”)

RECITALS

A. Glenview operates a full service dispatch center from two facilities, one being located at 2500 East Lake Avenue, Glenview, Illinois (the “Glenview PSSS South Center”), and the other being located at 1677 Old Deerfield Road, Highland Park, Illinois (the “Glenview PSSS North Center” and, collectively with the Glenview PSSS South Center, the “Dispatch Center”).

B. The Glenview PSSS South Center and the Glenview PSSS North Center are both public safety answering points (“PSAPs”), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the “Act”).

C. Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014 between Glenview and Highland Park.

D. Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles have each entered into intergovernmental agreements with Glenview (collectively, the “Dispatch Service Agreements”), pursuant to which Glenview provides dispatch services to each of those Parties.

E. Each of the Parties has an emergency telephone systems board, as defined in the Act, appointed by its corporate authorities.

F. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein.

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

H. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.
I. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

J. The Parties are units of local government.

K. All Parties desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above.

L. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards.

M. The Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are material to this Agreement and are incorporated herein as if set forth in full.

Section 2. Dispatch Service Agreements. The Parties expressly acknowledge and agree that the Dispatch Service Agreements remain in full force and effect, and are not amended, modified, or superseded in any way by this Agreement. To the extent that there are any conflicts between the provisions of the Dispatch Service Agreements and this Agreement, the provisions of the Dispatch Service Agreements shall prevail.

Section 3. Creation of JETSB. Effective January 1, 2017 (the "Commencement Date"), the Parties establish a joint emergency telephone system board (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator.

Section 4. Board Composition.

A. Each Party to this Agreement shall be represented by one member of the Board (each, a "Board Member"). Each Party's Board Member shall be the Chief Administrative Officer, or his/her designee with substantial management responsibility and experience, of that Party.

B. Each Board Member may designate an alternate (each, an "Alternate") to attend regular and special Board meetings on his/her behalf, with the same voting power as the Board Member. Each Alternate shall possess the same qualifications as prescribed in Section 4.A for Chief Administrative Officer designees.

C. At the first meeting of the Board in each calendar year, the Board shall elect a Chairman from among its members, who shall preside over all Board meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the Board shall
elect a temporary chair to preside over the meeting.

D. At the first meeting of the Board in each calendar year, the Board shall elect a Secretary from among its Members, who shall be responsible for keeping the Board’s records and for taking minutes of all Board meetings. The term of the Secretary shall be one year.

E. At the first meeting of the Board in each calendar year, the Board may elect a Finance Liaison ("Finance Liaison") from among its Members, who will consult with Glenview in Glenview’s role as treasurer and Custodian as defined herein.

F. The JETSB’s fiscal year shall be from January 1 to December 31.

Section 5. Board Powers.

The powers of the JETSB shall be limited to the following:

A. Maintaining control over the Fund, defined in Section 7 hereof, including:

1. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, and from any other source, for deposit into the Fund, as defined in Section 7, herein; and

2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement.

B. Planning and maintaining the System, defined herein. On behalf of the Board, Glenview shall exercise these powers pursuant to the Dispatch Service Agreements, including:

1. Planning a 9-1-1 system (the “System”);

2. Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems and maintenance of a Master Street Address Guide database that meets the requirements of Section 15.4(d) of the Act;

3. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the System;

4. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services; and

5. Preparing all annual reports required to be provided to the Statewide 9-1-1 Administrator or any other government agency pursuant to the Act.

C. Any other powers conferred upon it by the Act.

Section 6. Board Meetings.

A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, et seq. (the “OMA”).
B. Special meetings of the Board may be called by the Chairman or by any three Board Members.

C. A majority of the Board Members shall constitute a quorum for the transaction of all business by the Board.

D. All meetings of the JETSB shall comply with the requirements of the OMA.

E. A simple majority vote of all Board Members shall be required to pass any motion or resolution.

F. Each Board Member shall be entitled to one vote on each matter of business considered by the Board.

G. No Board Member shall be permitted to vote by proxy.

H. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.

I. The Board may adopt bylaws and additional rules of procedure it deems appropriate for conducting business.

J. Unless otherwise provided in rules of procedure adopted by the Board, Board meetings shall be conducted in accordance with the current edition of Robert’s Rules of Order.

**Section 7. Emergency Telephone System Fund and Distribution.**

A. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator’s approval of the Consolidation Plan, there shall be created an Emergency Telephone System Fund (hereafter the “Fund”) into which all 9-1-1 surcharge revenues and reserve balances of the Parties’ respective ETSB funds as of the Commencement Date received by the Board shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed annually, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the Board.

B. The Glenview Village Manager, as *ex officio* Glenview Treasurer, shall act as the treasurer and custodian of the Fund (the “Custodian”).

C. No expenditures may be made from the Fund except upon direction of the Board by resolution passed by a simple majority of all Board Members. The Parties agree that at the Board’s regular meetings, the Board will, in addition to any other business, consider Parties’ requests for disbursements made in accordance with Section 7.D.4 hereof.

D. The Parties have agreed that the preparation of resolutions and distributions made from the Fund shall occur as follows:

1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules;
2. 9-1-1 surcharge revenues will be accounted for according to each Party’s jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time;

3. The Custodian shall account for and report 9-1-1 surcharge revenues collected by the Board and attributed to each Party;

4. At any meeting of the Board, a Party may request disbursements from the Fund to be used in satisfaction of allowable expenditures under the Act (“Allowable Expenditures”) for which the requesting Party has legally obligated itself as of the date of the disbursement request. No later than 10 days prior to the Board meeting, a requesting Party shall submit to the Custodian a certified statement detailing the nature and amounts of such Allowable Expenditures for which disbursement is sought, together with supporting documentation concerning such Allowable Expenditures (“Supporting Documentation”), the sufficiency of which shall be determined by the Custodian. Such Supporting Documentation may include, without limitation, approved and executed contracts and/or purchase orders, and shall expressly include the requesting Party’s Dispatch Service Agreement. The Board shall consider and act upon all such requests properly submitted.

5. At its first meeting during any fiscal year, the Board may adopt resolutions approving disbursements to each Party for Allowable Expenditures that constitute the applicable percentage of that year’s annual amounts due under each Party’s Dispatch Service Agreement. Such resolutions shall authorize the Custodian to disburse said amounts to each Party as surcharge revenues attributable to that Party are received and deposited in the Fund, without further action by the Board during that fiscal year, subject to Section 7.D.6, below.

6. No Party shall be entitled to receive any disbursement in excess of the balance held in the Fund that is attributable to that Party at the time of its request for disbursement.

7. Upon approval of a resolution by the Board, the Custodian shall execute approved disbursements from the Fund to each Party within 10 business days.

8. Moneys other than 9-1-1 surcharge revenues that are related to the operation of the System and properly received by the Board, including, but not limited to grant funds, shall be placed in the Fund and disbursed pursuant to resolution of the Board.

E. As of the Commencement Date, if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable to that Party.

F. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days’ notice. The Custodian will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit.

G. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such
books and records for a minimum of five years. All such books and records shall be available for review or audit by the Department of State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the Board shall cooperate fully with any such review or audit.

Section 8. Entry and Termination.

A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof (each, a “Subsequent Party”) shall be entitled to representation on the Board in the same manner as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party.

B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a “Subsequent Party Application”) to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity’s desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of a simple majority of all Board Members, whether to admit the applying entity as a Subsequent Party. Each Party and Subsequent Party delegates to its respective Board Member the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.

C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into an agreement pursuant to which Glenview shall provide dispatch services to that Subsequent Party, similar in form and scope to the Dispatch Service Agreements.

D. Any Party or Subsequent Party may terminate its status as such and withdraw from the Board by providing at least three hundred sixty-five (365) days written notice to the Custodian stating its effective withdrawal date and identifying the joint emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. Notwithstanding the foregoing, if applicable law is amended such that the Parties’ participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon thirty (30) days written notice to the Custodian, and without the need to identify any other joint emergency telephone systems board that it intends to join.

E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund in proportion to its remaining balance of funds in the Fund. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.

F. Upon expiration or termination of any Party’s Dispatch Service Agreement with Glenview, the Board may, in its discretion and upon passage of a resolution, terminate that Party’s participation in the JETSB. In that event, the termination of that Party’s participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

Section 9. 9-1-1 Authority. The Parties acknowledge that Title 83, Chapter IV of the Illinois Administrative Code (the “Rules”) sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in
Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Glenview shall perform the functions of the “9-1-1 Authority” described in Parts 1325 and 1328 of the Rules. For all other purposes, the Board shall serve as, and perform the functions of, the “9-1-1 Authority” as referenced elsewhere in the Rules.

**Section 10. General Provisions.**

**A. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. Notices to the Parties and to the Custodian shall be addressed as follows:

**Parties:**

<table>
<thead>
<tr>
<th>Village of Glenview</th>
<th>Village of Grayslake</th>
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<tbody>
<tr>
<td>2500 E Lake Avenue</td>
<td>10 South Seymour Drive</td>
</tr>
<tr>
<td>Glenview, IL 60026</td>
<td>Grayslake, IL 60030</td>
</tr>
<tr>
<td>Attention: Village Manager</td>
<td>Attention: Village Manager</td>
</tr>
<tr>
<td>With a copy to:</td>
<td>With a copy to:</td>
</tr>
<tr>
<td>Robbins, Salomon &amp; Patt, Ltd.</td>
<td>Victor P. Filippini, Jr.</td>
</tr>
<tr>
<td>2222 Chestnut Avenue, Suite 101</td>
<td>Filippini Law Firm, LLP</td>
</tr>
<tr>
<td>Glenview, IL 60026</td>
<td>990 Grove Street, Suite 220</td>
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<tr>
<td></td>
<td>Evanston, IL 60201</td>
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<thead>
<tr>
<th>City of Highland Park</th>
<th>City of Highwood</th>
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<tr>
<td>1707 St. Johns Avenue</td>
<td>17 Highwood Avenue</td>
</tr>
<tr>
<td>Highland Park, IL 60035</td>
<td>Highwood, IL 60040</td>
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<td>Attn: City Manager</td>
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<td>With a copy to:</td>
<td>With a copy to:</td>
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<tr>
<td>Steven M. Elrod</td>
<td>James Ferolo</td>
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<tr>
<td>Holland &amp; Knight LLP</td>
<td>Klein, Thorpe &amp; Jenkins Ltd</td>
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<tr>
<td>131 S. Dearborn Street, 30th Floor</td>
<td>20 N. Wacker Drive, Suite 1660</td>
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<tr>
<td>Chicago, IL 60603</td>
<td>Chicago, IL 60606</td>
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<tr>
<th>Village of Lake Bluff</th>
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<tr>
<td>40 East Center Avenue</td>
<td>220 E. Deerpath</td>
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<td>Lake Bluff, IL 60044</td>
<td>Lake Forest, IL 60045</td>
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<td>Attn: Village Administrator</td>
<td>Attn: City Manager</td>
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<td>Peter Friedman</td>
<td>Filippini Law Firm LLP</td>
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<td>Holland &amp; Knight LLP</td>
<td>990 Grove Street, Suite 220</td>
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<tr>
<th>Village of Morton Grove</th>
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<tr>
<td>6101 Caputina Avenue</td>
<td>1000 Civic Center Drive</td>
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B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Cook County, Illinois.

D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by law.

E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.

F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

J. Effective Date. The Effective Date of this Agreement shall be the last date on
which it is executed by any of the Parties.

[Signature page follows.]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

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<tr>
<th>Village</th>
<th>Signature</th>
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<tr>
<td>VILLAGE OF GLENVIEW</td>
<td>James R. Patterson</td>
<td>Village President</td>
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VILLAGE OF GLENVIEW
By________________________________________
Village President
Attest_____________________________________
Village Clerk
Date_______________________________________

VILLAGE OF GRAYS LAKE
By________________________________________
Village President
Attest_____________________________________
Village Clerk
Date_______________________________________

VILLAGE OF LAKE BLUFF
By________________________________________
Village President
Attest_____________________________________
Village Clerk
Date 5/13/10

VILLAGE OF MORTON GROVE
By________________________________________
Village President
Attest_____________________________________
Village Clerk
Date_______________________________________

VILLAGE OF NILES
By________________________________________
Village President
Attest_____________________________________
Village Clerk
Date_______________________________________

CITY OF HIGHLAND PARK
By_______________________________________
Mayor
Attest_____________________________________
City Clerk
Date_______________________________________

CITY OF HIGHWOOD
By________________________________________
Mayor
Attest_____________________________________
City Clerk
Date_______________________________________

CITY OF LAKE FOREST
By________________________________________
Mayor
Attest_____________________________________
City Clerk
Date_______________________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF GLENVIEW
By ____________________________  Village President
Attest __________________________ Village Clerk
Date ____________________________

VILLAGE OF GRAYS LAKE
By ____________________________  Village President
Attest __________________________ Village Clerk
Date ____________________________

VILLAGE OF LAKE BLUFF
By ____________________________  Village President
Attest __________________________ Village Clerk
Date ____________________________

VILLAGE OF MORTON GROVE
By ____________________________  Village President
Attest __________________________ Village Clerk
Date  05/10/2018

VILLAGE OF NILES
By ____________________________  Village President
Attest __________________________ Village Clerk
Date ____________________________

CITY OF HIGHLAND PARK
By ____________________________  Mayor
Attest __________________________ City Clerk
Date ____________________________

CITY OF HIGHWOOD
By ____________________________  Mayor
Attest __________________________ City Clerk
Date ____________________________

CITY OF LAKE FOREST
By ____________________________  Mayor
Attest __________________________ City Clerk
Date ____________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF GLENVIEW
By__________________________________________
      Village President
Attest________________________________________
      Village Clerk
Date__________________________________________

VILLAGE OF GRAYSLAKE
By__________________________________________
      Village President
Attest________________________________________
      Village Clerk
Date__________________________________________

VILLAGE OF LAKE BLUFF
By__________________________________________
      Village President
Attest________________________________________
      Village Clerk
Date__________________________________________

VILLAGE OF MORTON GROVE
By__________________________________________
      Village President
Attest________________________________________
      Village Clerk
Date__________________________________________

VILLAGE OF NILES
By__________________________________________
      Village President
Attest________________________________________
      Village Clerk
Date ______May 24, 2016_______

CITY OF HIGHLAND PARK
By__________________________________________
      Mayor
Attest________________________________________
      City Clerk
Date__________________________________________

CITY OF HIGHWOOD
By__________________________________________
      Mayor
Attest________________________________________
      City Clerk
Date__________________________________________

CITY OF LAKE FOREST
By__________________________________________
      Mayor
Attest________________________________________
      City Clerk
Date__________________________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF GLENVIEW

By ____________________________  Village President

Attest ____________________________  Village Clerk

Date ____________________________

VILLAGE OF GRAYS LAKE

By ____________________________  Village President

Attest ____________________________  Village Clerk

Date ____________________________

VILLAGE OF LAKE BLUFF

By ____________________________  Village President

Attest ____________________________  Village Clerk

Date ____________________________

VILLAGE OF MORTON GROVE

By ____________________________  Village President

Attest ____________________________  Village Clerk

Date ____________________________

VILLAGE OF NILES

By ____________________________  Village President

Attest ____________________________  Village Clerk

Date ____________________________

CITY OF HIGHLAND PARK

By ____________________________  Mayor

Attest ____________________________  City Clerk

Date 14 June 2016

CITY OF LAKE FOREST

By ____________________________  Mayor

Attest ____________________________  City Clerk

Date ____________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF GLENVIEW
By __________________________
Village President
Attest _________________________
Village Clerk
Date __________________________

VILLAGE OF GRAYS LAKE
By __________________________
Village President
Attest _________________________
Village Clerk
Date __________________________

VILLAGE OF LAKE BLUFF
By __________________________
Village President
Attest _________________________
Village Clerk
Date __________________________

VILLAGE OF MORTON GROVE
By __________________________
Village President
Attest _________________________
Village Clerk
Date __________________________

VILLAGE OF NILES
By __________________________
Village President
Attest _________________________
Village Clerk
Date __________________________

CITY OF HIGHLAND PARK
By __________________________
Mayor
Attest _________________________
City Clerk
Date __________________________

CITY OF HIGHLAND PARK
By __________________________
Mayor
Attest _________________________
City Clerk
Date __________________________

CITY OF LAKE FOREST
By __________________________
Mayor
Attest _________________________
City Clerk
Date __________________________
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF GLENVIEW
By ____________________________
   Village President
Attest ____________________________
   Village Clerk
Date ____________________________

VILLAGE OF GRAYS LAKE
By ____________________________
   Village President
Attest ____________________________
   Village Clerk
Date ____________________________

VILLAGE OF LAKE BLUFF
By ____________________________
   Village President
Attest ____________________________
   Village Clerk
Date ____________________________

VILLAGE OF MORTON GROVE
By ____________________________
   Village President
Attest ____________________________
   Village Clerk
Date ____________________________

VILLAGE OF NILES
By ____________________________
   Village President
Attest ____________________________
   Village Clerk
Date ____________________________

CITY OF HIGHLAND PARK
By ____________________________
   Mayor
Attest ____________________________
   City Clerk
Date ____________________________

CITY OF HIGHWOOD
By ____________________________
   Mayor
Attest ____________________________
   City Clerk
Date ____________________________

CITY OF LAKE FOREST
By ____________________________
   Mayor
Attest ____________________________
   City Clerk
Date 6-6-16

10
Dispatch Services

IGAs
DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND THE VILLAGE OF GRAYSLAKE

THIS AGREEMENT is made as of June 16, 2015, by and between the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview") and the VILLAGE OF GRAYSLAKE ("Grayslake"), an Illinois municipal corporation. In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Glenview and Grayslake hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Grayslake, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Grayslake (sometimes collectively referred to herein as the "Parties") are units of local government.

C. Grayslake performs certain police services for the Village of Hainesville (the "Hainesville Services").

D. Glenview operates a full service dispatch center, and Grayslake is seeking to have radio dispatch services performed on behalf of its police department, the Hainesville Services, and other services as hereinafter described.

E. Glenview and Grayslake have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Grayslake to enter into this Agreement providing that Glenview shall provide radio dispatch services to Grayslake, including for the Hainesville Services.

Section 2. Provision of Dispatch Services by Glenview and Corresponding Obligations of Grayslake.

A. Operation of Full Service Dispatch Center by Glenview. Glenview shall continue to operate directly a full service dispatch center to provide dispatch services to Grayslake, including the Hainesville Service. Any and all dispatch services provided by Glenview to Grayslake shall extend to and include the Hainesville Service, and are hereinafter referred to as "Dispatch Services." Dispatch Services shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police non-emergency calls, and maintain updated telephone lists of Grayslake staff and
employees and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview. Upon agreement of the Parties, Grayslake shall have the option to remove non-emergency police calls, at an agreed-upon fee reduction.

2. Provide 24-hour a day dispatching for all Grayslake Police Department and Grayslake Public Works calls for service and related activities.

3. Maintain and operate radio and computer communications with Grayslake for all Police Department calls, utilizing dispatching procedures adopted and agreed upon by the parties.

4. Glenview will use best efforts to maintain the following minimum daily dispatch services employee staffing levels:

At least 3 persons at all times; provided, however, in the event that staffing difficulties caused by an emergency situation that is beyond Glenview’s reasonable control prevent such minimum staffing, then Glenview shall notify Grayslake of any circumstance when such minimum staffing level will not be met.

5. Provide and continuously update training to all Glenview dispatch services employees in the operation of Glenview’s New World C.A.D. program for Grayslake, as further described in Section 2.B and 2.C of this Agreement.

6. Glenview shall perform supervised transfers of 9-1-1 fire rescue calls to the appropriate fire rescue agency.

7. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police and other Grayslake services asked by Grayslake citizens and others in accordance with informational materials provided by Grayslake; provided, however, that Glenview shall forward to Grayslake, as the case may be, non-emergency calls and under no circumstances shall Glenview accept the payment of fees for Grayslake.

8. Upon request by Grayslake, as the case may be, provide copies of reports on call volume, LEADS reports, officer time usage, and any other requested reports.

9. Provide warning notifications to the Grayslake community and residents, including without limitation activating community warning sirens, as requested by Grayslake and in accordance with Grayslake’s policies and procedures; however, Grayslake shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Grayslake’s community warning sirens.
10. Maintain a call logging and recording system of all calls and, upon request, provide copies of recorded calls to the Grayslake Police Department.

11. Provide electronic remote control monitoring for the Grayslake Police Department security system, including monitoring the entry to the Grayslake Police Department building and for prisoner checks at the Grayslake Police Department; provided, however, that Grayslake shall provide the necessary equipment and connections at Grayslake’s cost to enable Glenview to accomplish the monitoring.

12. Glenview agrees to assist Grayslake in any manner necessary, including cooperating with representatives and assessors of Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O. and the Illinois Police Accreditation Coalition ("IPAC"), and any other appropriate action, to ensure that Grayslake receive full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that Glenview’s obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Grayslake, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Section 2.A.12 at the request of Grayslake will be done at Grayslake’s expense.

13. Operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:
   a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
   b. Enter into the LEADS or NCIC system information as requested by Grayslake, including without limitation warrants and sex offenders.
   c. Maintain and manage hot files.
   d. Maintain and manage all LEADS and NCIC files.
   e. Remove from the LEADS and NCIC files information and data that is no longer current.
   f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Grayslake.

14. Maintain and operate mutual aid dispatch services for Grayslake in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS"), as well as any other applicable public safety organizations, provided, however, that Glenview’s obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system
information, based upon data provided by Grayslake.

15. Participate in reasonable periodic training exercise programs and scenarios conducted by Grayslake, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation, and provided further that Glenview will not be obligated to participate in D.U.I. training details.

16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Grayslake Police officers on “ride-alongs” to become familiar with local geography and Grayslake Police Department procedures. Such “ride-alongs” will be conducted on no less than a semi-annual basis, at no additional charge to Grayslake. Periodic attendance at Grayslake Police Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement.

B. **Obligations of Grayslake.** Grayslake agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures.

2. Provide timely notification of a Grayslake designee for receiving notice in the absence of Police Chief.

3. Provide informational materials on public safety issues for dissemination to residents of Grayslake.

4. Provide proper equipment and connections to enable Glenview to monitor entry to the Police Department building and prisoner checks.

5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview.

6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements.

7. Provide training exercises and reasonable notification thereof.

C. **Party Obligations Relating to New World System.**

1. In order to merge Grayslake’s New World records, mobile and field reporting systems with Glenview’s existing New World software solution, Glenview has upgraded its server licensing with New Worlds Systems Corporation (“New World”), which resulted in an increase in the annual amount Glenview must pay New World pursuant to its Standard Software Maintenance Agreement (“SSMA”). Glenview will invoice Grayslake for annual SSMA costs specifically attributable to Grayslake. For 2015, the amount paid by Grayslake was
$26,069.57, and such costs shall be subject to yearly increases required from New World.

2. The Parties agree and acknowledge that Glenview will be responsible for all Information Technology ("IT") costs and services related to maintaining the New World System, including New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution, to the extent that those components are physically located in Glenview. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Grayslake, any and all upgrades to the New World System servers.

3. Grayslake shall be responsible for all third party software and hardware prerequisites required for New World System upgrades to be implemented properly on all Grayslake hardware, including the mobile clients.

4. The Parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of the implementing party. The Parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party wishes to utilize a component paid for by the implementing party, then the non-implementing party shall reimburse the implementing party for a portion of the implementing costs as agreed to by the Parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

5. Glenview will cooperate with Grayslake with respect to all reporting needs and in maintaining Grayslake’s officer time usage reports. Glenview will provide the necessary data to drive Grayslake’s existing “bucket” reports.

Section 3. Determination and Payment of Costs by Grayslake.

A. Quarterly Fee for Dispatch Services. Grayslake agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached Exhibit A ("Quarterly Fee"), attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each year on May 1st, August 1st, November 1st and February 1st, beginning on May 1, 2015 (the "Commencement Date"). The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Credits upon Termination. To the extent that this Agreement terminates other
than upon its expiration under Section 8.A (excepting termination due to a default of Grayslake), any Quarterly Fee covering a period after the termination date shall be refunded to Grayslake on a pro rata basis.

C. **Additional Expenses.** To the extent that this Agreement provides for Grayslake to bear other expenses relating to the Dispatch Services, such other expenses shall be due and payable thirty (30) days after Glenview delivers an invoice for such expenses to Grayslake, as the case may be.

D. **Capital Charges.** Except as otherwise expressly herein, Grayslake shall not be responsible for any future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Grayslake.

E. **New Recipients of Dispatch Services.** Glenview may attempt to solicit other municipalities or fire protection districts to enter into agreements by which Glenview may provide dispatch services and Glenview retains the power, in its sole discretion, to enter into such agreements; provided that Glenview represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.

**Section 4. Insurance.**

A. **Coverage Provided.** Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability;
2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers' Compensation; and
5. Employers' Liability for employees of Glenview who perform the Dispatch Services under this Agreement.

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

B. **Indemnification.**

1. Glenview does hereby indemnify and holds Grayslake harmless from and against any and all claims which may arise out of the Dispatch Services provided by Glenview pursuant to this Agreement, except to the extent caused by the negligence of Grayslake, as the case may be.

2. Grayslake does hereby indemnify and holds Glenview harmless from and against
any and all claims which may arise out of the obligations of Grayslake under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence of Glenview.

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

D. **Termination of Coverage.** If Glenview's coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Grayslake of receipt of any such notice; and

2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

E. **Coverage by Grayslake.** Grayslake agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Grayslake under this Agreement, and to provide proof of insurance at Glenview's request.

**Section 5. Promotion of Interaction and Communication.**

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

A. **Access to Information about Service Delivery.** Grayslake shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Grayslake (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. **Complaint Procedure.** Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Grayslake, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, the complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Grayslake, as the case may be, of the actions taken by Glenview to resolve the complaint.

C. **Regular Meetings.** The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch
Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

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

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Grayslake shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Grayslake as provided by this Agreement. Grayslake shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term; Termination.

A. Term. The term of this Agreement shall be for seven (7) years following the Commencement Date, terminating on April 30, 2022. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.
B. **Termination.** This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or

2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party’s terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

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

Section 9. Miscellaneous.

A. **Unfunded Mandates.** The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose obligations on Glenview over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.

B. **Effective Date.** This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the Dispatch Services to be provided by Glenview to Grayslake shall not begin until the Commencement Date.

Section 10. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail,
postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Glenview  
1225 Waukegan Road  
Glenview, Illinois 60025  
Fax: 847/724-1518  
Attention: Village Manager

with a copy to:
Eric G. Patt  
Robbins, Salomon & Patt, Ltd.  
2222 Chestnut Avenue, Suite 101  
Glenview, IL 60026  
Fax: 847/729-7390

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

Village of Grayslake  
10 South Seymour Drive  
Grayslake, Illinois 60030  
Fax: (847) 223-4821  
Attention: Village Manager

with a copy to:
Victor P. Filippini, Jr.  
Filippini Law Firm, LLP  
990 Grove Street, Suite 220  
Evanston, Illinois 60201  
Fax: (312) 324-0668

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
D. **Non-Waiver.** No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. **Ownership and Capital Costs.** Glenview will own the entire dispatch system, except the radio infrastructure equipment installed in Grayslake and the antennae, which shall be owned by Grayslake.

F. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Illinois.

H. **Severability.** It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. **Exhibit.** Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between Exhibit A and the text of this Agreement, the text of this Agreement shall control.

L. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. **Changes in Laws.** Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the
future.

N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Grayslake.

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

VILLAGE OF GLENVIEW
By
Village President
Attest
Village Clerk

VILLAGE OF GRAYSLAKE
By
Village President
Attest
Deputy Village Clerk

12
## EXHIBIT A

### PAYMENT SCHEDULE

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DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND THE CITY OF HIGHLAND PARK

THIS AGREEMENT is made as of April 28, 2014, by and between the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview") and the CITY OF HIGHLAND PARK ("Highland Park"), an Illinois home rule municipal corporation. In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Glenview and Highland Park hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Highland Park, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Highland Park are units of local government.

C. Glenview operates a full service dispatch center from a facility located at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview Facility"), and will expand its operations to include a facility located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Highland Park Facility") (collectively the "Full Service Dispatch Center") pursuant to a facility use agreement to be negotiated in good faith between Glenview and the City of Highland Park ("Facility Use Agreement"). Highland Park is seeking to have Dispatch Services performed by Glenview from the Full Service Dispatch Center on behalf of its police and fire/EMS departments and other ancillary services (collectively the "Dispatch Services") as those Dispatch Services are described in Section 2.A of this Agreement.

D. Glenview anticipates concurrently providing services similar to the Dispatch Services from the Full Service Dispatch Center to the following additional agencies: the City of Lake Forest, the City of Highland Park and City of Highwood ("Additional Agencies").

E. Glenview and Highland Park have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Highland Park to enter into this Agreement for Glenview to provide Dispatch Services to Highland Park.

Section 2. Provision of Dispatch Services by Glenview and Corresponding Obligations of Highland Park.

A. Operation of Full Service Dispatch Center and Provision of Dispatch Services by Glenview. Glenview shall continue to directly operate the Full Service Dispatch Center to provide Dispatch Services to Highland Park throughout the Initial Term and any Renewal Term of this Agreement. Glenview shall begin providing the Dispatch Services to Highland Park on August 1, 2014 (the "Commencement Date"). The Dispatch Services provided by Glenview to
Highland Park shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police/fire/EMS non-emergency calls; maintain updated telephone lists of Highland Park staff and employees; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview and approved by Highland Park. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time, and a log of all calls shall be provided to Highland Park by Glenview on a quarterly basis or as otherwise reasonably requested by Highland Park. Said log shall be made available to Highland Park upon request within a reasonable time period of no greater than 7 days. Recordings of all aspects of each call received for Highland Park (including the incoming phone call, internal dispatch center conversations related to the call, outgoing phone calls and any and all radio traffic related to the call) shall be made available immediately to Highland Park upon request for such recording by Highland Park. Additionally, Glenview shall provide Highland Park with call answering performance metrics for Glenview and all other agencies contracting with Glenview for services similar to the Dispatch Services on an annual basis or as otherwise requested in writing by Highland Park, such requests to occur no more than quarterly;

2. Provide 24-hour a day dispatching for all Highland Park Police Department, Highland Park Fire/EMS Department and Highland Park Public Works calls for service and related activities. High Priority Calls, including but not limited to active felony, FBI Type II crimes, fire and rescue emergencies and ambulance calls, and such other calls as Highland Park may designate in consultation with Glenview ("High Priority Calls") shall be dispatched by Glenview within 60 seconds of receipt of the High Priority Call whenever possible but in no event less than for 90 percent of all High Priority Calls received. Glenview shall provide reporting to Highland Park demonstrating compliance with this standard no less than monthly;

3. Maintain and operate radio and computer communications with Highland Park for all Police Department, Fire/EMS Department, and Highland Park Public Works calls, utilizing dispatching procedures adopted and agreed upon by the parties;

4. Use best efforts to maintain the following minimum employee staffing levels to provide the Dispatch Services:

At the Highland Park Facility, at least two (2) persons shall be available to provide the Dispatch Services at all times; provided, however, in the event that temporary staffing difficulties caused by an emergency situation that is beyond Glenview’s reasonable control prevent such minimum staffing, then Glenview shall notify the Highland Park City Manager of any circumstance when such minimum staffing level will not be met and the expected duration of any such circumstance. To the extent these minimum staffing levels require the hiring of any additional employees by Glenview, Glenview agrees to allow any and all current Highland Park dispatch employees to undertake any pre-employment examinations and perform any and all other requirements necessary for those employees to apply for the anticipated 12 required dispatcher/call taker positions. Highland Park acknowledges that, should Glenview hire any former Highland Park employees to
provide the Dispatch Services, those employees will become Glenview employees and Highland Park will have no ability to make any personnel-related decisions concerning those employees;

5. Provide and continuously update training to all Glenview employees providing the Dispatch Services in the operation of Glenview’s New World System for Highland Park, as further described in Section 2.B and 2.C of this Agreement, and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.). Documentation and evidence of such training shall be provided by Glenview to Highland Park upon request;

6. Perform supervised transfers of 9-1-1 fire rescue calls to the appropriate Fire/EMS rescue agency as required by ICC 9-1-1 regulations;

7. Pursuant to informational materials provided by Highland Park, provide general information to, and answer questions from, callers related to Highland Park public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, Public Works and other Highland Park services; Highland Park shall provide an auto-attendant phone system to help direct non-emergency calls. Glenview shall not under any circumstances accept payment of any fees, fines, or other amounts on behalf of Highland Park;

8. No more than seven (7) days following the final day of any month, or upon written request by Highland Park, provide copies of reports regarding service performance metrics, call volume, LEADS reports, officer time usage, and any other requested reports;

9. Provide warning notifications to the Highland Park community and residents, including without limitation activating Outdoor Public Warning System (OPWS) and reverse notification calls (e.g. Code Red), as requested by Highland Park and in accordance with Highland Park’s policies and procedures and only at the direction of the Highland Park Chief of Police or his/her designee; however, Highland Park shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Highland Park’s community warning sirens;

10. Maintain a call logging and recording system of all calls and, upon request, provide copies to Highland Park of recorded calls to Highland Park Police, Fire/EMS, and Public Works Departments;

11. Provide electronic remote control monitoring for the Highland Park Police Department security system and other City-controlled facilities as designated by Highland Park, including monitoring the entry to the Highland Park Public Safety building; provided, however, that Highland Park shall provide the necessary equipment and connections at Highland Park's cost to enable Glenview to accomplish this monitoring. This monitoring will include both video and audio, two-way communications;
12. Assist Highland Park in any manner necessary, including cooperating with representatives and assessors of Police and Fire/EMS performance metrics, including without limitation the Insurance Service Office ("ISO"), the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O., the Commission on Fire Accreditation International ("CFAI") and the Illinois Police Accreditation Coalition ("IPAC"), and taking any other appropriate action, to ensure that Highland Park receives full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that Glenview's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Highland Park, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Paragraph 2.A.12 at the request of Highland Park will be done at Highland Park's expense;

13. Subject to the obligations of Highland Park described in Section 2.B herein, operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:

a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations;

b. Enter into the LEADS or NCIC system information as requested by Highland Park, including without limitation warrants and sex offenders;

c. Maintain and manage hot files;

d. Maintain and manage all LEADS and NCIC files;

e. Remove from the LEADS and NCIC files information and data that is no longer current; and

f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Highland Park;

14. Maintain and operate mutual aid dispatch services for Highland Park in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), the Illinois Law Enforcement Alarm System ("ILEAS"), the Mutual Aid Box Alarm System ("MABAS"), the Illinois Telecommunicator Emergency Response Task Force ("IL-TERT"), and the Illinois Public Works Mutual Aid Network ("IPWMAN"), as well as any other applicable public safety organizations; provided, however, that Glenview's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Highland Park;

15. Participate in reasonable periodic training exercise programs and scenarios conducted by Highland Park, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation, and provided further that Glenview will not be obligated to participate in D.U.I. training details. Costs associated with the attendance of dispatch service employees (including
supervisory staff) at special assignments or special events will be borne by Highland Park;

16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Highland Park Police officers and/or Highland Park Firefighters/EMS personnel on "ride-alongs" to become familiar with local geography and Highland Park Police and Fire/EMS Department procedures. Such "ride-alongs" will be conducted on no less than a semi-annual basis, at no additional charge to Highland Park. Periodic attendance at Highland Park Police or Fire Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement;

17. Cooperate with Highland Park in the preparation of responses to any subpoenas and/or Freedom of Information Act requests concerning the Dispatch Services, including without limitation identifying and providing copies of responsive documents, provided that Highland Park will be responsible for completing and transmitting responses to such FOIA requests; and

18. Cooperate with Highland Park in the event that any litigation arises out of or is related to the services provided under this Agreement.

B. Obligations of Highland Park. Highland Park agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call our procedures, and suggested telephone answering procedures;

2. Provide timely notification of a Highland Park designee for receiving notice in the absence of Police Chief and or Fire Chief;

3. Provide informational materials on public safety, civic and utility issues for dissemination to residents of Highland Park;

4. Provide proper equipment and connections to enable Glenview to monitor entry to the Public Safety building and any other Village controlled-facilities, and prisoner checks;

5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview;

6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements and current MABAS box cards;

7. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof;

8. Enter and manage warrants through New World RMS (defined as New World Records Management System), or other subsequently-implemented records management system; and

9. Maintain fire run cards in New World RMS, or other subsequently-implemented
records management system, with any changes thereto provided to Glenview.

C. Party Obligations Relating to New World System.

1. Glenview will execute with New World an Additional Software License Agreement and any other required documentation to add the necessary licenses for Highland Park to join Glenview's New World System.

2. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintaining the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution (collectively, the "New World System"), to the extent that those components are physically located in Glenview or Highland Park. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Highland Park, any and all upgrades to the New World System servers.

3. Highland Park shall be responsible for all third party software and hardware prerequisites required for New World System upgrades to be implemented properly on all Highland Park hardware, including the mobile clients.

4. The parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of that same party. The parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-Implementing party wishes to utilize a component paid by the Implementing party, then the non-Implementing party will agree to reimburse the Implementing party for a portion of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

Section 3. Determination and Payment of Costs by Highland Park.

A. Quarterly Fee for Dispatch Services. Highland Park agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached Exhibit A ("Quarterly Fee"), attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each quarter, beginning on the Commencement Date; except that in recognition of the costs that Glenview must incur in advance of the Commencement Date, Highland Park shall deliver the first Quarterly Fee to Glenview in advance of the Commencement Date per the attached Exhibit A schedule. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Additional Expenses. To the extent that this Agreement provides for Highland Park
to bear other expenses relating to the Dispatch Services, such other expenses shall be due and payable 30 days after Glenview delivers an invoice for such expenses to Highland Park, as the case may be.

C. **Capital Charges.** The Fees set forth in Exhibit A reflect certain capital expenses relating to the transition costs for providing Dispatch Services to Highland Park. Except as otherwise expressly provided in this Subsection 3.C, Highland Park shall not be responsible for any future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Highland Park.

D. **New Recipients of Dispatch Services.** Glenview may attempt to solicit other municipalities or fire protection districts to enter into agreements by which Glenview may provide services similar to the Dispatch Services. Glenview agrees to consult with Highland Park prior to executing any agreement for such services. Under any and all circumstances, Glenview represents and warrants that the standards of performance for the Dispatch Services provided to Highland Park shall not diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.

E. **Participation of Additional Agencies.** The parties agree and acknowledge that the business model underlying the Agreement is based upon the involvement of the Additional Agencies. In the event that any of the Additional Agencies: (i) does not enter into an agreement with Glenview for dispatch services; or (ii) terminates any such agreement, then, and in such event, the parties hereto agree to enter into good-faith negotiations concerning pricing and operations hereunder.

F. **Recapture Fees.** If Glenview contracts with any agency other than Highland Park and the Additional Agencies, then and in such event. Glenview shall require such agency to pay a fee to Glenview for access to the redundancies of the Dispatch Services (the “Recapture Fee”). In such event, within sixty (60) days of Glenview’s actual receipt of the Recapture Fee, Glenview agrees to distribute a portion of the Recapture Fee to Highland Park and the Additional Agencies in accordance with each entity’s proportionate capital contribution hereto. Upon agreement of the parties, such distribution can be in the form of a credit towards amounts owed to Glenview under this Agreement by Highland Park and the Additional Agencies.

**Section 4. Insurance.**

A. **Coverage Provided.** Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability combined single limit per occurrence for bodily injury and property damage, and personal and advertising injury on a per occurrence basis. Coverage includes the following: all premises and operations, products/completed operations, broad form property damage, defense and contractual liability;

2. Automobile Liability combined single limit per occurrence for all owned, hired and non-owned Glenview vehicles brought onto any of the City’s properties for bodily injury and property damage. Uninsured/underinsured motorist coverage must be secured per Illinois requirements.

3. General Liability and Property coverage for any equipment used in the provision of the Dispatch Services under this Agreement;
4. Workers' Compensation with statutory limits and Employer's Liability coverage.

5. Umbrella or Excess Liability for bodily injury, personal injury, and property damage limited to $2,000,000 per occurrence and $2,000,000 aggregate.

6. Law Enforcement Liability for bodily injury, personal injury, and property damage limited to $2,000,000 per occurrence and $4,000,000 aggregate with a $200,000 Self Insured Retention.

7. Additional Insured. The City of Highland Park and its officials, officers, agents and employees (collectively "Additional Insureds") must each be named as additional insureds on a primary and non-contributory basis on general liability, automobile liability, and umbrella or excess liability insurance coverage. The Additional Insured status is strictly limited to the Dispatch Services Agreement.

Such coverages shall be in amounts no less than what Glenview maintains for itself in its normal course of business and upon the same terms, provisions and conditions of Glenview's coverage. Upon Highland Park's written request, Glenview shall provide Highland Park a copy of the insurance policy(ies) or coverage document(s) which affords the insurance coverage required in this paragraph.

B. Indemnification.

1. To the fullest extent permitted by law, Glenview does hereby agree to defend, indemnify and hold Highland Park, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Glenview, its officials, employees or agents, in the performance of or with relation to any of the work or services to be performed or furnished by Glenview under this Agreement, except to the extent caused by the sole negligence of Highland Park.

2. To the fullest extent permitted by law, Highland Park does hereby agree to defend, indemnify and hold Glenview, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which may arise out of or in connection with any act or omission on the part of Highland Park in the performance of the obligations of Highland Park under this Agreement, or any obligation related to the provision of police and/or public works services by Highland Park, except to the extent caused by the negligence of Glenview.

C. Proof of Coverage by Glenview. Glenview agrees to furnish to Highland Park a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Highland Park within thirty (30) days after the effective date of this Agreement. Highland Park shall be added, by original endorsement, as an additional insured to all liability policies set forth in Section 4.A. Such endorsement shall be furnished to Highland Park with the certificate of coverage. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The insurance coverage required under Section 4.A. shall be primary and not excess to any other coverage carried by Highland Park.
D. **Termination of Coverage.** If Glenview's coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Highland Park of receipt of any such notice; and

2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers. However, the failure of Glenview to secure or provide such comparable coverage does not relieve it of its duty to defend, indemnify or hold Highland Park harmless as required in this Agreement.

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

**Section 5. Promotion of Interaction and Communication.**

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

A. **Access to Information about Service Delivery.** Highland Park shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Highland Park (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. **Complaint Procedure.** Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Highland Park, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Highland Park, as the case may be, of the actions taken by Glenview to resolve the complaint.

C. **Regular Meetings.** The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis, at a minimum of a quarterly basis, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

**Section 6. Records.**

Glenview shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of
which shall supersede any conflicting requirement of this Section, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party’s failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Highland Park shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Highland Park as provided by this Agreement. Highland Park shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term: Termination.

A. Term. The term of this Agreement shall be for seven (7) years and five (5) months following the Commencement Date, terminating on December 31, 2021 (“Initial Term”). No less than one hundred eighty (180) days before the expiration of the Initial Term, the parties agree to negotiate in good faith on the issue of pricing for any renewal term (“Renewal Term”), provided that any increase in the amount of the Quarterly Fee for such Renewal Term shall not exceed three percent (3%) annually. After the expiration of any Renewal Term, the parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

B. Termination. This Agreement may be terminated pursuant to one of the following procedures:

1. By written notice of no fewer than 365 days after termination is duly authorized by the appropriate legislative action of one of the parties;

2. By written amendment to this Agreement duly authorized by the appropriate legislative action of Glenview and Highland Park; or
3. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.3 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.

4. The Parties acknowledge and agree that the permanent unavailability of either the New World System or the Highland Park Facility for the performance of the Dispatch Services will automatically constitute a default of this Agreement by Glenview. If Glenview learns or reasonably believes that either the New World System or the Highland Park Facility will become permanently unavailable for any reason, Glenview must immediately notify Highland Park and cure the default. If such default is not cured within 90 days, as determined by Highland Park in its sole discretion, Highland Park may terminate this Agreement at any time thereafter.

5. In the event that this Agreement is terminated for any reason, Glenview agrees to continue providing the Dispatch Services to Highland Park for the 90 day period immediately following the date of termination, or such other period immediately following the date of termination as the parties may agree.

Section 9. Effective Date. This Agreement shall be effective as of the date it is signed by both parties, and Glenview will begin providing the Dispatch Services on the Commencement Date.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address of the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to Glenview shall be addressed to, and delivered at, the following address:
B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. **Non-Waiver.** No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party’s right to enforce that right or any other right.

E. **Ownership and Capital Costs.** Glenview will own the entire dispatch system, except the radio infrastructure equipment installed in Highland Park and the antennae, which shall be owned by Highland Park, unless otherwise agreed to in writing by both parties.

F. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. **Severability.** It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining
provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. Exhibit. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Highland Park.

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

VILLAGE OF GLENVIEW

By __________________________
   Village President

Attest: _______________________
   Village Clerk

CITY OF HIGHLAND PARK

By __________________________
   City Manager

Attest: _______________________
   City Clerk

APPROVED AS TO FORM ONLY

CORPORATION COUNSEL
EXHIBIT A
PAYMENT SCHEDULE
HIGHLAND PARK

OPERATING PAYMENTS

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New World SSMA*

2014

$87,273.36

* New World SSMA costs for 2014: Payment is to be made within 30 days of signing Dispatch Services Agreement. New World SSMA cost is separate only for 2014, included in Operating Payment for Years 1-7 (2015-2021).

CAPITAL PAYMENTS

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*Initial capital payments in 2014: Payment for capital costs, radio frequency, and redundancy in 2014 are to be paid within 30 days of signing Dispatch Services Agreement.

**Invoice and Due Date: Beginning in 2015, capital payments will be invoiced on May 1 of each year with payment due within 45 days or no later than June 15.

***Radio Frequency Costs: Radio frequency costs are an estimated not-to-exceed cost. If actual cost is less, true-up will be performed.
DISPATCH SERVICES AGREEMENT BETWEEN
THE CITY OF GLENVIEW AND CITY OF HIGHWOOD

THIS AGREEMENT is made as of June 16, 2014, by and between the CITY OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview") and the CITY OF HIGHWOOD ("Highwood"), an Illinois home rule municipal corporation. In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Glenview and Highwood hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Highwood, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Highwood are units of local government.

C. Glenview operates a full service dispatch center from a facility located at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview Facility"), and will expand its operations to include a facility located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Highland Park Facility") (collectively the "Full Service Dispatch Center") pursuant to a facility use agreement to be negotiated in good faith between Glenview and the City of Highland Park ("Facility Use Agreement"). Highwood is seeking to have Dispatch Services performed by Glenview from the Full Service Dispatch Center on behalf of its police department and other ancillary services (collectively the "Dispatch Services") as those Dispatch Services are described in Section 2A of this Agreement.

D. Glenview anticipates concurrently providing services similar to the Dispatch Services from the Full Service Dispatch Center to the following additional agencies: the City of Lake Forest, the City of Highland Park and Village of Lake Bluff ("Additional Agencies").

E. Glenview and Highwood have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Highwood to enter into this Agreement for Glenview to provide Dispatch Services to Highwood.

Section 2. Provision of Dispatch Services by Glenview and Corresponding Obligations of Highwood.

A. Operation of Full Service Dispatch Center and Provision of Dispatch Services by Glenview. Glenview shall continue to directly operate the Full Service Dispatch Center to provide Dispatch Services to Highwood throughout the Initial Term and any Renewal Term of this Agreement. Glenview shall begin providing the Dispatch Services to Highwood on September 1, 2014 (the "Commencement Date"). The Dispatch Services provided by Glenview to Highwood
shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police non-emergency calls: maintain updated telephone lists of Highwood staff and employees, implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview and approved by Highwood. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time, and a log of all calls shall be provided to Highwood by Glenview on a quarterly basis or as otherwise reasonably requested by Highwood. Said log shall be made available to Highwood upon request within a reasonable time period of no greater than 7 days. Recordings of all aspects of each call received for Highwood (including the incoming phone call, internal dispatch center conversations related to the call, outgoing phone calls and any and all radio traffic related to the call) shall be made available immediately to Highwood upon request for such recording by Highwood. Additionally, Glenview shall provide Highwood with call answering performance metrics for Glenview and all other agencies contracting with Glenview for services similar to the Dispatch Services on an annual basis or as otherwise requested in writing by Highwood, such requests to occur no more than quarterly.

2. Provide 24-hour a day dispatching for all Highwood Police Department and Highwood Public Works calls for service and related activities. High Priority Calls, including but not limited to active felony, FBI Type II crimes and such other calls as Highwood may designate in consultation with Glenview ("High Priority Calls") shall be dispatched by Glenview within 60 seconds of receipt of the High Priority Call whenever possible but in no event less than for 90 percent of all High Priority Calls received. Glenview shall provide reporting to Highwood demonstrating compliance with this standard no less than monthly.

3. Maintain and operate radio and computer communications with Highwood for all Police Department, Fire/EMS Department, and Highwood Public Works calls, utilizing dispatching procedures adopted and agreed upon by the parties.

4. Use best efforts to maintain the following minimum employee staffing levels to provide the Dispatch Services:

At the Highland Park Facility, at least two (2) persons shall be available to provide the Dispatch Services at all times; provided, however, in the event that temporary staffing difficulties caused by an emergency situation that is beyond Glenview's reasonable control prevent such minimum staffing, then Glenview shall notify the Highwood City Manager of any circumstance when such minimum staffing level will not be met and the expected duration of any such circumstance.

5. Provide and continuously update training to all Glenview employees providing the Dispatch Services in the operation of Glenview's New World System for Highwood, as further described in Section 2.B and 2.C of this Agreement. and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.). Documentation and evidence of such training shall be provided by Glenview to Highwood upon request;
6. Perform supervised transfers of 9-1-1 fire rescue calls to the appropriate Fire/EMS rescue agency as required by ICC 9-1-1 regulations;

7. Pursuant to informational materials provided by Highwood, provide general information to, and answer questions from, callers related to Highwood public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, Public Works and other Highwood services; provided, however, that Glenview will only answer non-emergency calls from Highwood between the hours of 10:00 p.m. and 7:00 a.m., as well as on weekends and legal holidays. Glenview shall not under any circumstances accept payment of any fees, fines, or other amounts on behalf of Highwood;

8. No more than seven (7) days following the final day of any month, or upon written request by Highwood, provide copies of reports regarding service performance metrics, call volume, LEADS reports, officer time usage, and any other requested reports;

9. Provide warning notifications to the Highwood community and residents, including without limitation activating community warning sirens and reverse notification calls (e.g. Code Red), as requested by Highwood and in accordance with Highwood's policies and procedures and only at the direction of the Highwood Chief of Police or his/her designee; however, Highwood shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Highwood's community warning sirens;

10. Maintain a call logging and recording system of all calls and, upon request, provide copies to Highwood of recorded calls to Highwood Police and Public Works Departments;

11. Provide electronic remote control monitoring for the Highwood Police Department security system and other City-controlled facilities as designated by Highwood provided, however, that Highwood shall provide the necessary equipment and connections at Highwood's cost to enable Glenview to accomplish this monitoring. This monitoring will include both video and audio, two-way communications;

12. Assist Highwood in any manner necessary, including cooperating with representatives and assessors of Police performance metrics, including without limitation the Insurance Service Office (ISO), the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O., the Commission on Fire Accreditation International ("CFAI") and the Illinois Police Accreditation Coalition ("IPAC"), and taking any other appropriate action, to ensure that Highwood receives full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that Glenview's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Highwood, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Paragraph 2.A.12 at the request of Highwood will be done at Highwood's expense.
13. Subject to the obligations of Highwood described in Section 2.B herein, operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:

a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations;

b. Enter into the LEADS or NCIC system information as requested by Highwood, including without limitation warrants and sex offenders;

c. Maintain and manage hot files;

d. Maintain and manage all LEADS and NCIC files;

e. Remove from the LEADS and NCIC files information and data that is no longer current; and

f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Highwood;

14. Maintain and operate mutual aid dispatch services for Highwood in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), the Illinois Law Enforcement Alarm System ("ILEAS"), the Mutual Aid Box Alarm System ("MABAS"), and the Illinois Public Works Mutual Aid Network ("IPWMAN"), as well as any other applicable public safety organizations; provided, however, that Glenview's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Highwood;

16. Participate in reasonable periodic training exercise programs and scenarios conducted by Highwood, including the provision of dispatch service employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation, and provided further that Glenview will not be obligated to participate in D.U.I. training details. Costs associated with the attendance of dispatch service employees (including supervisory staff) at special assignments or special events will be borne by Highwood;

16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Highwood Police officers on "ride-alongs" to become familiar with local geography and Highwood Police and Fire/EMS Department procedures. Such "ride-alongs" will be conducted on no less than a semi-annual basis, at no additional charge to Highwood. Periodic attendance at Highwood Police Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement;

17. Cooperate with Highwood in the preparation of responses to any subpoenas and/or Freedom of Information Act requests concerning the Dispatch Services, including without limitation identifying and providing copies of responsive documents, provided that Highwood will be responsible for completing and
transmitting responses to such FOIA requests; and

18. Cooperate with Highwood in the event that any litigation arises out of or is related to the services provided under this Agreement.

B. OBLIGATIONS OF HIGHWOOD. Highwood agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures;

2. Provide timely notification of a Highwood designee for receiving notice in the absence of Police Chief and/or Fire Chief;

3. Provide informational materials on public safety, civic and utility issues for dissemination to residents of Highwood;

4. Provide proper equipment and connections to enable Glenview to monitor entry to the designated City-controlled facilities and prisoner checks;

5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview;

6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements and current MABAS box cards;

7. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof;

8. Enter and manage warrants through New World RMS (defined as New World Records Management System), or other subsequently-implemented records management system; and

9. If applicable, maintain fire run cards in New World RMS, or other subsequently-implemented records management system, with any changes thereto provided to Glenview.

C. PARTY OBLIGATIONS RELATING TO NEW WORLD SYSTEM.

1. Glenview will execute with New World an Additional Software License Agreement and any other required documentation to add the necessary licenses for Highwood to join Glenview's New World System.

2. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintaining the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution (collectively, the "New World System"), to the extent that those components are physically located in Glenview. In addition, Glenview agrees to schedule, perform, and
complete, in coordination with Highwood, any and all upgrades to the New World System servers.

3. Highwood shall be responsible for all third party software and hardware prerequisites required for New World System upgrades to be implemented properly on all Highwood hardware, including the mobile clients.

4. The parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of that same party. The parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party wishes to utilize a component paid by the implementing party, then the non-implementing party will agree to reimburse the implementing party for a portion of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

**Section 3. Determination and Payment of Costs by Highwood.**

A. **Quarterly Fee for Dispatch Services.** Highwood agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached Exhibit A ("Quarterly Fee"), attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each quarter, beginning on the Commencement Date; except that in recognition of the costs that Glenview must incur in advance of the Commencement Date, Highwood shall deliver the first Quarterly Fee payment to Glenview in advance of the Commencement Date per the attached Exhibit A schedule. The provisions of the Local Government Prompt Payment Act (50 I.L.C.S 505/1) shall apply to all payments due hereunder.

B. **Additional Expenses.** To the extent that this Agreement provides for Highwood to bear other expenses relating to the Dispatch Services, such other expenses shall be due and payable 30 days after Glenview delivers an invoice for such expenses to Highwood, as the case may be, unless otherwise provided in Exhibit A.

C. **Capital Charges.** The Fees set forth in Exhibit A reflect certain capital expenses relating to the transition costs for providing Dispatch Services to Highwood ("Capital Payments"). Except as otherwise expressly provided in Exhibit A and this Subsection 3.C, Highwood shall not be responsible for any Capital Payments or other future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Highwood.

D. **New Recipients of Dispatch Services.** Glenview may attempt to solicit other municipalities or fire protection districts to enter into agreements by which Glenview may provide services similar to the Dispatch Services. Glenview agrees to consult with Highwood prior to executing any agreement for such services. Under any and all circumstances, Glenview represents and warrants that the standards of performance for the Dispatch Services provided to Highwood shall not diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.
E. **Participation of Additional Agencies.** The parties agree and acknowledge that the business model underlying the Agreement is based upon the involvement of the Additional Agencies. In the event that any of the Additional Agencies: (i) does not enter into an agreement with Glenview for dispatch services; or (ii) terminates any such agreement, then, and in such event, the parties hereto agree to enter into good-faith negotiations concerning pricing and operations hereunder.

F. **Recapture Fees.** If Glenview contracts with any agency other than Highwood and the Additional Agencies, then and in such event. Glenview shall require such agency to pay a fee to Glenview for access to the redundancies of the Dispatch Services (the "Recapture Fee"). In such event, within sixty (60) days of Glenview's actual receipt of the Recapture Fee, Glenview agrees to distribute a portion of the Recapture Fee to Highwood and the Additional Agencies in accordance with each entity's proportionate capital contribution hereto. Upon agreement of the parties, such distribution can be in the form of a credit towards amounts owed to Glenview under this Agreement by Highwood and the Additional Agencies.

G. **Future Highwood Fire / EMS Dispatch Service.** The parties acknowledge and agree that in the event Highwood transitions its Fire / EMS Dispatching Services to Glenview, this will not be viewed as a new recipient for municipal service and Highwood will not be required to pay additional Capital Charges (including radio frequency upgrades) pursuant to Section 3.C or Recapture Fees pursuant to Section 3.F.

**Section 4. Insurance.**

A. **Coverage Provided.** Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability combined single limit per occurrence for bodily injury and property damage, and personal and advertising injury on a per occurrence basis;

2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;

3. First Party Property; and

4. Workers' Compensation with statutory limits and Employer's Liability coverage.

Such coverages shall be in amounts no less than what Glenview maintains for itself in its normal course of business and upon the same terms, provisions and conditions of Glenview's coverage. Upon Highwood's written request, Glenview shall provide Highwood a copy of the insurance policy(ies) or coverage document(s) which affords the insurance coverage required in this paragraph.

B. **Indemnification.**

1. To the fullest extent permitted by law, Glenview does hereby agree to defend, indemnify and hold Highwood, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any
act or omission on the part of Glenview, its officials, employees or agents, in the performance of or with relation to any of the work or services to be performed or furnished by Glenview under this Agreement, except to the extent caused by the sole negligence of Highwood.

2. To the fullest extent permitted by law, Highwood does hereby agree to defend, indemnify and hold Glenview, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which may arise out of or in connection with any act or omission on the part of Highwood in the performance of the obligations of Highwood under this Agreement, or any obligation related to the provision of police and/or public works services by Highwood, except to the extent caused by the negligence of Glenview.

C. **Proof of Coverage by Glenview.** Glenview agrees to furnish to Highwood a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Highwood within thirty (30) days after the effective date of this Agreement. Highwood shall be added, by original endorsement, as an additional insured to all liability policies set forth in Section 4.A. Such endorsement shall be furnished to Highwood with the certificate of coverage. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The insurance coverage required under Section 4.A. shall be primary and not excess to any other coverage carried by Highwood.

D. **Termination of Coverage.** If Glenview’s coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Highwood of receipt of any such notice; and

2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers. However, the failure of Glenview to secure or provide such comparable coverage does not relieve it of its duty to defend, indemnify or hold Highwood harmless as required in this Agreement.

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

**Section 5. Promotion of Interaction and Communication.**

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

A. **Access to Information about Service Delivery.** Highwood shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Highwood (during regular business hours, upon reasonable
notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. **Complaint Procedure.** Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Highwood, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Highwood, as the case may be, of the actions taken by Glenview to resolve the complaint.

C. **Regular Meetings.** The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis, at a minimum of a quarterly basis, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

**Section 6. Records.**

Glenview shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act.

**Section 7. Dispute Resolution.**

A. **Negotiation.** The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Highwood shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Highwood as provided by this Agreement. Highwood shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity,
including without limitation an action to secure the performance of the covenants, agreements, 
conditions, and obligations contained herein. The parties agree that any such action must be 
brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be 
waived in the event of either significant risk of irreparable harm or significant jeopardy to public 
health and safety.

Section 8. Term; Termination.

A. Term. The term of this Agreement shall be for seven (7) years and four (4) months 
following the Commencement Date, terminating on December 31, 2021 ("Initial Term"). No less 
than one hundred eighty (180) days before the expiration of the Initial Term, the parties agree to 
negotiate in good faith on the issue of pricing for any renewal term ("Renewal Term"), provided 
that any increase in the amount of the Quarterly Fee for such Renewal Term shall not exceed 
three percent. After the expiration of any Renewal Term, the parties may agree to renew or extend 
such term upon such terms and conditions as are mutually agreeable.

B. Termination. This Agreement may be terminated pursuant to one of the following 
procedures:

1. By written notice of no fewer than 365 days after termination is duly authorized by 
   the appropriate legislative action of one of the parties;

2. By written amendment to this Agreement duly authorized by the appropriate 
   legislative action of Glenview and Highwood; or

3. In the event of a material default under this Agreement, and provided that the 
   parties have failed to resolve matters pursuant to the provisions of Section 7, the 
   non-defaulting party may notify a defaulting party in writing setting forth the nature 
   of the default and the requested remedy of such default. The defaulting party shall 
   thereafter have 10 days to correct the default prior to the non-defaulting party’s 
   terminating this Agreement; provided that said 10-day period shall be extended 
   for a reasonable time not exceeding 90 days, if said default cannot reasonably be 
cured within said 10-day period. If a defaulting party fails to cure the default within 
   the cure period provided in this Section, the non-defaulting party shall have the 
   right to terminate this Agreement by written notice of termination to the defaulting 
   party, which termination will be effective immediately (or by such other date, not 
   beyond the term of this Agreement, as the non-defaulting party may determine). 
   A party that terminates this Agreement pursuant to this Section 8.B.3 shall retain 
   its rights to pursue any and all other remedies that may be available, either in law 
or in equity under this Agreement.

4. The Parties acknowledge and agree that the permanent unavailability of either the 
   New World System or the Highland Park Facility for the performance of the 
   Dispatch Services will automatically constitute a default of this Agreement by 
   Glenview. If Glenview learns or reasonably believes that either the New World 
   System or the Highland Park Facility will become permanently unavailable for any 
   reason, Glenview must immediately notify Highwood and cure the default. If such 
   default is not cured within 90 days, as determined by Highwood in its sole 
discretion, Highwood may terminate this Agreement at any time thereafter.
Section 9. Effective Date. This Agreement shall be effective as of the date it is signed by both parties, and Glenview will begin providing the Dispatch Services on the Commencement Date.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Glenview
1225 Waukegan Road
Glenview, Illinois 60025
Fax: 847/724-1518
Attention: Village Manager

with a copy to:
Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, IL 60026
Fax: 847/729-7390

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

City of Highwood
17 Highwood Avenue
Highwood, Illinois 60040
Fax: (847) 432-0785
Attention: City Manager

with a copy to:
James Ferolo
Klein, Thorpe & Jenkins Ltd
20 N. Wacker Drive, Suite 1680
Chicago, Illinois 60606
Fax: (312) 984-6444

B. Time of the Essence. Time is of the essence in the performance of this Agreement.
C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. Ownership and Capital Costs. Glenview will own the entire dispatch system, except the radio infrastructure equipment installed in Highwood and the antennae, which shall be owned by Highwood, unless otherwise agreed to in writing by both parties.

F. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. Exhibit. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the
future.

N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Highwood.

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

VILLAGE OF GLENVIEW

By [Signature]  
Village President

Attest: [Signature]  
Village Clerk

CITY OF HIGHWOOD

By [Signature]  
Mayor

Attest: [Signature]  
Deputy City Clerk
EXHIBIT A
PAYMENT SCHEDULE
HIGHWOOD

QUARTERLY FEE PAYMENTS

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New World SSMA*  
2014  
$9,693.21

* New World SSMA costs for 2014: Payment is to be made within 30 days of execution of the Dispatch Services Agreement by both parties. New World SSMA cost is separate only for 2014, included in Operating Payment for Years 1-7 (2015-2021).

CAPITAL PAYMENTS

Annual Capital

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** Invoice and Due Date: Capital payments will be invoiced on May 1 of each year with payment due within 45 days or no later than June 15.

***Radio Frequency Costs: Radio frequency costs are an estimated not-to-exceed cost. If actual cost is less, true-up will be performed.
R. DREW IRVIN
VILLAGE ADMINISTRATOR

June 10, 2014

VIA U.S. MAIL
Village of Glenview
Attn: Todd Hileman, Village Manager
1225 Waukegan Road
Glenview, Illinois 60025

Re: Dispatch Services Agreement

Dear Mr. Hileman,

Please find enclosed for your records a certified copy of a resolution approving an intergovernmental agreement with the Village of Glenview for the provision of centralized dispatching services with an executed agreement.

If you should have any questions, please feel free to call me at (847) 283-6883.

Sincerely,

[Signature]

R. Drew Irvin
Village Administrator

Enc.
CERTIFICATION

I, R. Drew Irvin, Deputy Village Clerk of the Village of Lake Bluff, located in the County of Lake and State of Illinois, do hereby certify and attest that the attached is a true and correct copy of Resolution No. 2014-31A. A Resolution Approving an Intergovernmental Agreement with the Village of Glenview for the Provision of Centralized Dispatching Services in effect on April 28, 2014 and from that date to the present.

Dated at Lake Bluff, Illinois, this 10th day of June, 2014.

[Signature]
R. Drew Irvin
Deputy Village Clerk
Village of Lake Bluff
RESOLUTION NO. 2014-31

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF GLENVIEW FOR THE PROVISION OF CENTRALIZED DISPATCHING SERVICES

WHEREAS, the practice of consolidating 9-1-1 answering and public safety dispatch services ("Dispatching Services") has been utilized to increase efficiency, reduce costs, and realize infrastructure savings in the provision of such Dispatching Services; and,

WHEREAS, in 2013, the Village, along with the City of Highland Park ("Highland Park") and the City of Lake Forest ("Lake Forest"), conducted a feasibility study to investigate potential means of consolidating their Dispatching Services; and,

WHEREAS, during the course of the feasibility study, the Village, along with Highland Park and Lake Forest, identified consolidation of Dispatching Services with the Village of Glenview ("Glenview") as an optimal means to obtain increased efficiency and significant financial and infrastructure savings, including without limitation by utilizing shared radio frequencies, streamlining technology upgrades, and building redundancies to provide consistent Dispatching Services to each community; and,

WHEREAS, Glenview has expressed its desire to provide consolidated Dispatching Services to the Village, Highland Park, and Lake Forest, as well as to the City of Highwood ("Highwood"); and,

WHEREAS, Village staff, along with the municipal staffs of Glenview, Lake Forest, Highland Park, and Highwood, have conducted multiple meetings to discuss the potential consolidation of their Dispatching Services by Glenview through the joint utilization of Glenview's Public Safety Dispatch Center and Highland Park's 9-1-1 communications center (collectively, the "Consolidated Dispatch System"); and,

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to enter into an intergovernmental agreement with Glenview to set forth each municipality's respective rights and responsibilities with respect to the provision of Dispatching Services for the Village by Glenview through the Consolidated Dispatch System ("Dispatch Services Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKE BLUFF, LAKE COUNTY, ILLINOIS as follows:

Section 1. Recitals.

The foregoing recitals are incorporated into this Resolution as the findings of the Village Board of Trustees.

Section 2. Approval of Dispatch Services Agreement.

The Dispatch Services Agreement between the Village and Glenview is hereby approved in substantially the form attached as Exhibit A and in final form approved by the Village Attorney.
Section 3. Execution of Dispatch Services Agreement.

The Village President and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the Dispatch Services Agreement, only after receipt by the Village Clerk of at least one original copy of the Dispatch Services Agreement executed by Glenview.

PASSED this 28th day of April, 2014, by vote of the Board of Trustees of the Village of Lake Bluff as follows:

AYES: (8) Christensen, Dewart, Grenier, Josephitis, Meyer and Roner

NAYS: (0)

ABSENT: (0)

APPROVED this 28th day of April, 2014.

Village President

ATTEST:

[Signature]
Village Clerk

#28272485_v1
EXHIBIT A

DISPATCH SERVICES AGREEMENT
DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND VILLAGE OF LAKE BLUFF

THIS AGREEMENT is made as of April 28, 2014, by and between the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview") and the VILLAGE OF LAKE BLUFF ("Lake Bluff"), an Illinois home rule municipal corporation. In consideration of the mutual promises of the parties hereunto made each to the other and other good and valuable consideration, Glenview and Lake Bluff hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Lake Bluff, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Lake Bluff are units of local government.

C. Glenview operates a full service dispatch center from a facility located at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview Facility"), and will expand its operations to include a facility located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Highland Park Facility") (collectively the "Full Service Dispatch Center") pursuant to a facility use agreement to be negotiated in good faith between Glenview and the City of Highland Park ("Facility Use Agreement"). Lake Bluff is seeking to have Dispatch Services performed by Glenview from the Full Service Dispatch Center on behalf of its police and fire/EMS departments and other ancillary services (collectively the "Dispatch Services") as those Dispatch Services are described in Section 2.A of this Agreement.

D. Glenview anticipates concurrently providing services similar to the Dispatch Services from the Full Service Dispatch Center to the following additional agencies: the City of Lake Forest, the City of Highland Park and City of Highwood ("Additional Agencies").

E. Glenview and Lake Bluff have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Lake Bluff to enter into this Agreement for Glenview to provide Dispatch Services to Lake Bluff.

Section 2. Provision of Dispatch Services by Glenview and Corresponding Obligations of Lake Bluff.

A. Operation of Full Service Dispatch Center and Provision of Dispatch Services by Glenview. Glenview shall continue to directly operate the Full Service Dispatch Center to provide Dispatch Services to Lake Bluff throughout the Initial Term and any Renewal Term of this Agreement. Glenview shall begin providing the Dispatch Services to Lake Bluff on September 1, 2014 (the "Commencement Date"). The Dispatch Services provided by Glenview
to Lake Bluff shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police/fire/EMS non-emergency calls; maintain updated telephone lists of Lake Bluff staff and employees; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview and approved by Lake Bluff. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time, and a log of all calls shall be provided to Lake Bluff by Glenview on a quarterly basis or as otherwise reasonably requested by Lake Bluff. Said log shall be made available to Lake Bluff upon request within a reasonable time period of no greater than 7 days. Recordings of all aspects of each call received for Lake Bluff (including the incoming phone call, internal dispatch center conversations related to the call, out bound phone calls and any and all radio traffic related to the call) shall be made available immediately to Lake Bluff upon request for such recording by Lake Bluff. Additionally, Glenview shall provide Lake Bluff with call answering performance metrics for Glenview and all other agencies contracting with Glenview for services similar to the Dispatch Services on an annual basis or as otherwise requested in writing by Lake Bluff, such requests to occur no more than quarterly;

2. Provide 24-hour a day dispatching for all Lake Bluff Police Department, Lake Bluff Fire/EMS Department and Lake Bluff Public Works calls for service and related activities. High Priority Calls, including but not limited to active felony, FBI Type II crimes, fire and rescue emergencies and ambulance calls, and such other calls as Lake Bluff may designate in consultation with Glenview (“High Priority Calls”) shall be dispatched by Glenview within 60 seconds of receipt of the High Priority Call whenever possible but in no event less than for 90 percent of all High Priority Calls received. Glenview shall provide reporting to Lake Bluff demonstrating compliance with this standard no less than monthly;

3. Maintain and operate radio and computer communications with Lake Bluff for all Police Department, Fire/EMS Department, and Lake Bluff Public Works calls, utilizing dispatching procedures adopted and agreed upon by the parties;

4. Use best efforts to maintain the following minimum employee staffing levels to provide the Dispatch Services:

At the Highland Park Facility, at least two (2) persons shall be available to provide the Dispatch Services at all times; provided, however, in the event that temporary staffing difficulties caused by an emergency situation that is beyond Glenview’s reasonable control prevent such minimum staffing, then Glenview shall notify the Lake Bluff Village Administrator of any circumstance when such minimum staffing level will not be met and the expected duration of any such circumstance. To the extent these minimum staffing levels require the hiring of any additional employees by Glenview, Glenview agrees to allow any and all current Lake Bluff dispatch employees to undertake any pre-employment examinations and perform any and all other requirements necessary for those employees to apply for the anticipated 12 required dispatchers/call taker positions. Lake Bluff acknowledges that, should Glenview hire any former Lake Bluff employees to provide the Dispatch Services, those employees will become
Glenview employees and Lake Bluff will have no ability to make any personnel-related decisions concerning those employees;

5. Provide and continuously update training to all Glenview employees providing the Dispatch Services in the operation of Glenview's New World System for Lake Bluff, as further described in Section 2.B and 2.C of this Agreement, and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.). Documentation and evidence of such training shall be provided by Glenview to Lake Bluff upon request;

6. Perform supervised transfers of 9-1-1 fire rescue calls to the appropriate Fire/EMS rescue agency as required by ICC 9-1-1 regulations;

7. Pursuant to informational materials provided by Lake Bluff, provide general information to, and answer questions from, callers related to Lake Bluff public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, Public Works and other Lake Bluff services; provided, however, that Glenview will only answer non-emergency calls from Lake Bluff between the hours of 10:00 p.m. and 7:00 a.m., as well as on weekends and legal holidays. Glenview shall not under any circumstances accept payment of any fees, fines, or other amounts on behalf of Lake Bluff;

8. No more than seven (7) days following the final day of any month, or upon written request by Lake Bluff, provide copies of reports regarding service performance metrics, call volume, LEADS reports, officer time usage, and any other requested reports;

9. Provide warning notifications to the Lake Bluff community and residents, including without limitation activating community warning sirens and reverse notification calls (e.g. Code Red), as requested by Lake Bluff and in accordance with Lake Bluff's policies and procedures and only at the direction of the Lake Bluff Chief of Police or his/her designee; however, Lake Bluff shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Lake Bluff's community warning sirens;

10. Maintain a call logging and recording system of all calls and, upon request, provide copies to Lake Bluff of recorded calls to Lake Bluff Police, Fire/EMS, and Public Works Departments;

11. Provide electronic remote control monitoring for the Lake Bluff Police Department security system and other Village-controlled facilities as designated by Lake Bluff, including monitoring the entry to the Lake Bluff Public Safety building; provided, however, that Lake Bluff shall provide the necessary equipment and connections at Lake Bluff's cost to enable Glenview to accomplish this monitoring. This monitoring will include both video and audio, two-way communications;

12. Assist Lake Bluff in any manner necessary, including cooperating with representatives and assessors of Police and Fire/EMS performance metrics,
including without limitation the insurance Service Office (ISO), the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O., the Commission on Fire Accreditation International ("CFAI") and the Illinois Police Accreditation Coalition ("IPAC"), and taking any other appropriate action, to ensure that Lake Bluff receives full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that Glenview’s obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Lake Bluff, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Paragraph 2.A.12 at the request of Lake Bluff will be done at Lake Bluff’s expense;

13. Subject to the obligations of Lake Bluff described in Section 2.B herein, operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:

   a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations;

   b. Enter into the LEADS or NCIC system information as requested by Lake Bluff, including without limitation warrants and sex offenders;

   c. Maintain and manage hot files;

   d. Maintain and manage all LEADS and NCIC files;

   e. Remove from the LEADS and NCIC files information and data that is no longer current; and

   f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Lake Bluff;

14. Maintain and operate mutual aid dispatch services for Lake Bluff in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), the Illinois Law Enforcement Alarm System ("ILEAS"), the Mutual Aid Box Alarm System ("MABAS"), and the Illinois Public Works Mutual Aid Network ("IPWMAN"), as well as any other applicable public safety organizations; provided, however, that Glenview’s obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Lake Bluff;

15. Participate in reasonable periodic training exercise programs and scenarios conducted by Lake Bluff, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation, and provided further that Glenview will not be obligated to participate in D.U.I. training details. Costs associated with the attendance of dispatch service employees (including supervisory staff) at special assignments or special events will be borne by Lake Bluff;
16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Lake Bluff Police officers and/or Lake Bluff Firefighters/EMS personnel on “ride-alongs” to become familiar with local geography and Lake Bluff Police and Fire/EMS Department procedures. Such “ride-alongs” will be conducted on no less than a semi-annual basis, at no additional charge to Lake Bluff. Periodic attendance at Lake Bluff Police or Fire Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement;

17. Cooperate with Lake Bluff in the preparation of responses to any subpoenas and/or Freedom of Information Act requests concerning the Dispatch Services, including without limitation identifying and providing copies of responsive documents, provided that Lake Bluff will be responsible for completing and transmitting responses to such FOIA requests; and

18. Cooperate with Lake Bluff in the event that any litigation arises out of or is related to the services provided under this Agreement.

B. Obligations of Lake Bluff. Lake Bluff agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures;

2. Provide timely notification of a Lake Bluff designee for receiving notice in the absence of Police Chief and or Fire Chief;

3. Provide informational materials on public safety, civic and utility issues for dissemination to residents of Lake Bluff;

4. Provide proper equipment and connections to enable Glenview to monitor entry to the Public Safety building and any other Village controlled-facilities, and prisoner checks;

5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview;

6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements and current MABAS box cards;

7. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof;

8. Enter and manage warrants through New World RMS (defined as New World Records Management System), or other subsequently-implemented records management system; and

9. Maintain fire run cards in New World RMS, or other subsequently-implemented records management system, with any changes thereto provided to Glenview.
C. **Party Obligations Relating to New World System.**

1. Glenview will execute with New World an Additional Software License Agreement and any other required documentation to add the necessary licenses for Lake Bluff to join Glenview’s New World System.

2. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintaining the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution (collectively, the “New World System”), to the extent that those components are physically located in Glenview. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Lake Bluff, any and all upgrades to the New World System servers.

3. Lake Bluff shall be responsible for all third party software and hardware prerequisites required for New World System upgrades to be implemented properly on all Lake Bluff hardware, including the mobile clients.

4. The parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of that same party. The parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party wishes to utilize a component paid for by the implementing party, then the non-implementing party will agree to reimburse the implementing party for a portion of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

**Section 3. Determination and Payment of Costs by Lake Bluff.**

A. **Quarterly Fee for Dispatch Services.** Lake Bluff agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached Exhibit A (“Quarterly Fee”), attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each quarter, beginning on the Commencement Date; except that in recognition of the costs that Glenview must incur in advance of the Commencement Date, Lake Bluff shall deliver the first Quarterly Fee to Glenview in advance of the Commencement Date per the attached Exhibit A schedule. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. **Additional Expenses.** To the extent that this Agreement provides for Lake Bluff to bear other expenses relating to the Dispatch Services, such other expenses shall be due and payable 30 days after Glenview delivers an invoice for such expenses to Lake Bluff, as the case may be, unless otherwise provided in Exhibit A.
C. **Capital Charges.** The Fees set forth in Exhibit A reflect certain capital expenses relating to the transition costs for providing Dispatch Services to Lake Bluff ("Capital Payments"). Except as otherwise expressly provided in Exhibit A and this Subsection 3.C, Lake Bluff shall not be responsible for any Capital Payments or other future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Lake Bluff.

D. **New Recipients of Dispatch Services.** Glenview may attempt to solicit other municipalities or fire protection districts to enter into agreements by which Glenview may provide services similar to the Dispatch Services. Glenview agrees to consult with Lake Bluff prior to executing any agreement for such services. Under any and all circumstances, Glenview represents and warrants that the standards of performance for the Dispatch Services provided to Lake Bluff shall not diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.

E. **Participation of Additional Agencies.** The parties agree and acknowledge that the business model underlying the Agreement is based upon the involvement of the Additional Agencies. In the event that any of the Additional Agencies: (i) does not enter into an agreement with Glenview for dispatch services; or (ii) terminates any such agreement, then, and in such event, the parties hereto agree to enter into good-faith negotiations concerning pricing and operations hereunder.

F. **Recapture Fees.** If Glenview contracts with any agency other than Lake Bluff and the Additional Agencies, then and in such event, Glenview shall require such agency to pay a fee to Glenview for access to the redundancies of the Dispatch Services (the "Recapture Fee"). In such event, within sixty (60) days of Glenview’s actual receipt of the Recapture Fee, Glenview agrees to distribute a portion of the Recapture Fee to Lake Bluff and the Additional Agencies in accordance with each entity’s proportionate capital contribution hereto. Upon agreement of the parties, such distribution can be in the form of a credit towards amounts owed to Glenview under this Agreement by Lake Bluff and the Additional Agencies.

**Section 4. Insurance.**

A. **Coverage Provided.** Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability combined single limit per occurrence for bodily injury and property damage, and personal and advertising injury on a per occurrence basis;

2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;

3. First Party Property; and

4. Workers’ Compensation with statutory limits and Employer’s Liability coverage.

Such coverages shall be in amounts no less than what Glenview maintains for itself in its normal course of business and upon the same terms, provisions and conditions of Glenview’s coverage. Upon Lake Bluff’s written request, Glenview shall provide Lake Bluff a copy of the insurance policy(ies) or coverage document(s) which affords the insurance coverage required in
B. **Indemnification.**

1. To the fullest extent permitted by law, Glenview does hereby agree to defend, indemnify and hold Lake Bluff, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Glenview, its officials, employees or agents, in the performance of or with relation to any of the work or services to be performed or furnished by Glenview under this Agreement, except to the extent caused by the sole negligence of Lake Bluff.

2. To the fullest extent permitted by law, Lake Bluff does hereby agree to defend, indemnify and hold Glenview, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, which may arise out of or in connection with any act or omission on the part of Lake Bluff in the performance of the obligations of Lake Bluff under this Agreement, or any obligation related to the provision of police and/or public works services by Lake Bluff, except to the extent caused by the negligence of Glenview.

C. **Proof of Coverage by Glenview.** Glenview agrees to furnish to Lake Bluff a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Lake Bluff within thirty (30) days after the effective date of this Agreement. Lake Bluff shall be added, by original endorsement, as an additional insured to all liability policies set forth in Section 4.A. Such endorsement shall be furnished to Lake Bluff with the certificate of coverage. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The insurance coverage required under Section 4.A. shall be primary and not excess to any other coverage carried by Lake Bluff.

D. **Termination of Coverage.** If Glenview's coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Lake Bluff of receipt of any such notice; and

2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers. However, the failure of Glenview to secure or provide such comparable coverage does not relieve it of its duty to defend, indemnify or hold Lake Bluff harmless as required in this Agreement.

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

Section 5. Promotion of Interaction and Communication.

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

A. Access to Information about Service Delivery. Lake Bluff shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Lake Bluff (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. Complaint Procedure. Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Lake Bluff, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant’s contact information, and a description of the complaint. In addition, Glenview agrees to inform Lake Bluff, as the case may be, of the actions taken by Glenview to resolve the complaint.

C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis, at a minimum of a quarterly basis, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

Glenview shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party’s failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies
available under this Agreement, including termination.

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Lake Bluff shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Lake Bluff as provided by this Agreement. Lake Bluff shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

**Section 8. Term: Termination.**

A. **Term.** The term of this Agreement shall be for seven (7) years and four (4) months following the Commencement Date, terminating on December 31, 2021 ("Initial Term").

No less than one hundred eighty (180) days before the expiration of the Initial Term, the parties agree to negotiate in good faith on the issue of pricing for any renewal term ("Renewal Term"), provided that any increase in the amount of the Quarterly Fee for such Renewal Term shall not exceed three percent. After the expiration of any Renewal Term, the parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

B. **Termination.** This Agreement may be terminated pursuant to one of the following procedures:

1. By written notice of no fewer than 365 days after termination is duly authorized by the appropriate legislative action of one of the parties;

2. By written amendment to this Agreement duly authorized by the appropriate legislative action of Glenview and Lake Bluff; or

3. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party’s terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.3 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.
4. The Parties acknowledge and agree that the permanent unavailability of either the New World System or the Highland Park Facility for the performance of the Dispatch Services will automatically constitute a default of this Agreement by Glenview. If Glenview learns or reasonably believes that either the New World System or the Highland Park Facility will become permanently unavailable for any reason, Glenview must immediately notify Lake Bluff and cure the default. If such default is not cured within 90 days, as determined by Lake Bluff in its sole discretion, Lake Bluff may terminate this Agreement at any time thereafter.

Section 9. Effective Date. This Agreement shall be effective as of the date it is signed by both parties, and Glenview will begin providing the Dispatch Services on the Commencement Date.

Section 10. General Provisions.

A. Notices. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Glenview
1225 Waukegan Road
Glenview, Illinois 60025
Fax: 847/724-1518
Attention: Village Manager

with a copy to:

Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, IL 60026
Fax: 847/729-7390

Notices and communications to Lake Bluff shall be addressed to, and delivered at, the following address:
with a copy to: Peter Friedman
Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, Illinois 60603
Fax (312) 578-6666

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. **Non-Waiver.** No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party’s right to enforce that right or any other right.

E. **Ownership and Capital Costs.** Glenview will own the entire dispatch system, except the radio infrastructure equipment installed in Lake Bluff and the antennae, which shall be owned by Lake Bluff, unless otherwise agreed to in writing by both parties.

F. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. **Severability.** It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
J. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. **Exhibit.** Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

L. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. **Changes in Laws.** Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

N. **Authority to Execute.** Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Lake Bluff.

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

**VILLAGE OF GLENVIEW**

By [Signature]
Village President

Attest [Signature]
Village Clerk

**VILLAGE OF LAKE BLUFF**

By [Signature]
Village President

Attest [Signature]
Village Clerk
# Exhibit A
## Payment Schedule
### Lake Bluff

### Quarterly Fee Payments

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<tr>
<th>Partial Year</th>
<th>Quarter 1 (Jan-Feb-Mar)</th>
<th>Quarter 2 (Apr-May-June)</th>
<th>Quarter 3 (July-Aug-Sept)</th>
<th>Quarter 4 (Oct-Nov-Dec)</th>
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- **New World SSMA**
  - 2014: $24,646.96

  *New World SSMA costs for 2014: Payment is to be made within 30 days of execution of the Dispatch Services Agreement by both parties. New World SSMA cost is separate only for 2014, included in operating Payment for Years 1-7 (2015-2021).

### Capital Payments

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<td>$7,432.94</td>
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</table>

| Total         | $227,274.15     | $42,870.00 | $309,450.94  |

*Initial capital payments in 2014: Payment for capital costs, radio frequency, and redundancy in 2014 are to be paid within 30 days of execution of the Dispatch Services Agreement by both parties.

**Invoice and Due Date:** Beginning in 2015, capital payments will be invoiced on May 1 of each year with payment due within 45 days or no later than June 15.
Radio Frequency Costs: Radio frequency costs are an estimated not-to-exceed cost. If actual cost is less, true-up will be performed.
DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND CITY OF LAKE FOREST

THIS AGREEMENT is made as of [June 1, 2014], by and between the
VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview") and the
CITY OF LAKE FOREST ("Lake Forest"), a Special Charter and Illinois home rule municipal
corporation. In consideration of the mutual promises of the parties hereto made each to the
other and other good and valuable consideration, Glenview and Lake Forest hereby agree as
follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for
Intergovernmental cooperation between units of local government such as Glenview and Lake
Forest, including the power to contract or otherwise associate among themselves to obtain or
share services and to exercise, combine, or transfer any power or function in any manner not
prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay
costs related to Intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5
ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or
which may be exercised by a unit of local government may be exercised and enjoyed jointly with
any other unit of local government.

B. Glenview and Lake Forest are units of local government.

C. Glenview operates a full service dispatch center from a facility located at 2500
East Lake Avenue, Glenview, Illinois (the "Glenview Facility"), and will expand its operations to
include a facility located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Highland Park
Facility") (collectively the "Full Service Dispatch Center") pursuant to a facility use agreement
to be negotiated in good faith between Glenview and the City of Highland Park ("Facility Use
Agreement"). Lake Forest is seeking to have Dispatch Services performed by Glenview from
the Full Service Dispatch Center on behalf of its police and fire/EMS departments and other
ancillary services (collectively the "Dispatch Services") as those Dispatch Services are
described in Section 2.A of this Agreement.

D. Glenview anticipates concurrently providing services similar to the Dispatch
Services from the Full Service Dispatch Center to the following additional agencies: the Village
of Lake Bluff, the City of Highland Park and City of Highwood ("Additional Agencies").

E. Glenview and Lake Forest have determined that it is in the best interests of each
party to this Agreement and the public health, safety and welfare of persons and property within
Glenview and Lake Forest to enter into this Agreement for Glenview to provide Dispatch
Services to Lake Forest.

Section 2. Provision of Dispatch Services by Glenview and Corresponding
Obligations of Lake Forest.

A. Operation of Full Service Dispatch Center and Provision of Dispatch Services by
Glenview. Glenview shall continue to directly operate the Full Service Dispatch Center to
provide Dispatch Services to Lake Forest throughout the Initial Term and any Renewal Term of
this Agreement. Glenview shall begin providing the Dispatch Services to Lake Forest on
September 1, 2014 (the “Commencement Date”). The Dispatch Services provided by Glenview to Lake Forest shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police/fire/EMS non-emergency calls; maintain updated telephone lists of Lake Forest staff and employees; implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview and approved by Lake Forest. All calls (emergency and non-emergency) shall be answered within ten (10) seconds at least ninety-five percent (95%) of the time and a log of all calls shall be provided to Lake Forest by Glenview on a quarterly basis or as otherwise reasonably requested by Lake Forest. Said log shall be made available to Lake Forest upon request within a reasonable period of no greater than 7 days. Recordings of all aspects of each call received for Lake Forest (including the originating phone call, internal dispatch center conversations related to the call, out bound phone calls and any and all radio traffic related to the call) shall be made available immediately to Lake Forest upon request for such recording by Lake Forest. Additionally, Glenview shall provide Lake Forest with call answering performance metrics for Glenview and all other agencies contracting with Glenview for services similar to the Dispatch Services on an annual basis or as otherwise requested in writing by Lake Forest, such requests to occur no more than quarterly;

2. Provide 24-hour a day dispatching for all Lake Forest Police Department, Lake Forest Fire/EMS Department and Lake Forest Public Works calls for service and related activities. High Priority Calls including but not limited to active felony, FBI Type II crimes, fire and rescue emergencies and ambulance calls, and such other calls as Lake Forest may designate in consultation with Glenview (“High Priority Calls”) shall be dispatched by Glenview within 60 seconds of receipt of the High Priority Call whenever possible but in no event less than for 90 percent of all High Priority Calls received. Glenview shall provide reporting to Lake Forest demonstrating compliance with this standard no less than monthly;

3. Maintain and operate radio and computer communications with Lake Forest for all Police Department, Fire/EMS Department, and Lake Forest Public Works calls, utilizing dispatching procedures adopted and agreed upon by the parties;

4. Use best efforts to maintain the following minimum employee staffing levels to provide the Dispatch Services:

At the Highland Park Facility, at least two (2) persons shall be available to provide the Dispatch Services at all times; provided, however, in the event that temporary staffing difficulties caused by an emergency situation that is beyond Glenview’s reasonable control prevent such minimum staffing, then Glenview shall notify the Lake Forest City Manager of any circumstance when such minimum staffing level will not be met and the expected duration of any such circumstance. To the extent these minimum staffing levels require the hiring of any additional employees by Glenview, Glenview agrees to allow any and all current Lake Forest dispatch employees to undertake any pre-employment examinations and perform any and all other requirements necessary for those employees to apply for the anticipated 12 required dispatchers/call taker.
positions. Lake Forest acknowledges that, should Glenview hire any former Lake Forest employees to provide the Dispatch Services, those employees will become Glenview employees and Lake Forest will have no ability to make any personnel-related decisions concerning those employees;

5. Provide and continuously update training to all Glenview employees providing the Dispatch Services in the operation of Glenview’s New World System for Lake Forest, as further described in Section 2.B and 2.C of this Agreement, and other necessary skills including but not limited to Emergency Medical Dispatch (E.M.D.). Documentation and evidence of such training shall be provided by Glenview to Lake Forest upon request;

6. Perform supervised transfers of 9-1-1 fire rescue calls to the appropriate Fire/EMS rescue agency as required by ICC 9-1-1 regulations;

7. Pursuant to informational materials provided by Lake Forest, provide general information to, and answer questions from, callers related to Lake Forest public health and safety issues (i.e. boil orders or street closures) and general information related to Police, Fire/EMS, Public Works and other Lake Forest services; provided, however, that Glenview will only answer non-emergency calls from Lake Forest between the hours of 10:00 p.m. and 7:00 a.m., as well as on weekends and legal holidays. Glenview shall not under any circumstances accept payment of any fees, fines, or other amounts on behalf of Lake Forest;

8. No more than seven (7) days following the final day of any month, or upon written request by Lake Forest, provide copies of reports regarding service performance metrics, call volume, LEADS reports, officer time usage, and any other requested reports;

9. Provide warning notifications to the Lake Forest community and residents, including without limitation activating community warning sirens and reverse notification calls (e.g. Code Red), as requested by Lake Forest and in accordance with Lake Forest’s policies and procedures and only at the direction of the Lake Forest Chief of Police or his/her designee; however, Lake Forest shall be responsible for providing the exact wording of the emergency message to be delivered, and for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Lake Forest’s community warning sirens;

10. Maintain a call logging and recording system of all calls and, upon request, provide copies to Lake Forest of recorded calls to Lake Forest Police, Fire/EMS, and Public Works Departments;

11. Provide electronic remote control monitoring for the Lake Forest Police Department security system and other City-controlled facilities as designated by Lake Forest; including monitoring the entry to the Lake Forest Public Safety building; provided, however, that Lake Forest shall provide the necessary equipment and connections at Lake Forest’s cost to enable Glenview to accomplish this monitoring. This monitoring will include both video and audio, two-way communications;
12. Assist Lake Forest in any manner necessary, including cooperating with representatives and assessors of Police and Fire/EMS performance metrics, including without limitation the Insurance Service Office (ISO), the Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O., the Commission on Fire Accreditation International ("CFAI") and the Illinois Police Accreditation Coalition ("IPAC"), and taking any other appropriate action, to ensure that Lake Forest receives full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that Glenview's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Lake Forest, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Paragraph 2.A.12 at the request of Lake Forest will be done at Lake Forest's expense;

13. Subject to the obligations of Lake Bluff described in Section 2.B herein, operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:

   a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.

   b. Enter into the LEADS or NCIC system information as requested by Lake Forest, including without limitation warrants and sex offenders.

   c. Maintain and manage hot files;

   d. Maintain and manage all LEADS and NCIC files;

   e. Remove from the LEADS and NCIC files information and data that is no longer current; and

   f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Lake Forest;

14. Maintain and operate mutual aid dispatch services for Lake Forest in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), the Illinois Law Enforcement Alarm System ("ILEAS"), the Mutual Aid Box Alarm System ("MABAS"), and the Illinois Public Works Mutual Aid Network ("IPWMAN"), as well as any other applicable public safety organizations; provided, however, that Glenview's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Lake Forest;

15. Participate in reasonable periodic training exercise programs and scenarios conducted by Lake Forest, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation, and provided further that Glenview will not be obligated to participate in D.U.I. training details. Costs associated with the attendance of dispatch service employees (including
supervisory staff) at special assignments or special events will be borne by Lake Forest;

16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Lake Forest Police officers and/or Lake Forest Firefighters/EMS personnel on “ride-alongs” to become familiar with local geography and Lake Forest Police and Fire/EMS Department procedures. Such “ride-alongs” will be conducted on no less than a semi-annual basis, at no additional charge to Lake Forest. Periodic attendance at Lake Forest Police or Fire Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement;

17. Cooperate with Lake Forest in the preparation of responses to any subpoenas and/or Freedom of Information Act requests concerning the Dispatch Services, including without limitation identifying and providing copies of responsive documents, provided that Lake Forest will be responsible for completing and transmitting responses to such FOIA requests; and

18. Cooperate with Lake Forest in the event that any litigation arises out of or is related to the services provided under this Agreement.

B. Obligations of Lake Forest. Lake Forest agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures;

2. Provide timely notification of a Lake Forest designee for receiving notice in the absence of Police Chief and or Fire Chief;

3. Provide informational materials on public safety, civic and utility issues for dissemination to residents of Lake Forest;

4. Provide proper equipment and connections to enable Glenview to monitor entry to the Public Safety building and any other City controlled-facilities, and prisoner checks;

5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview;

6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements and current MABAS box cards;

7. Provide work schedules, on-call schedules, training exercises and reasonable notification thereof;

8. Enter and manage warrants through New World RMS (defined as New World Records Management System), or other subsequently-implemented records management system; and

9. Maintain fire run cards in New World RMS, or other subsequently-implemented
records management system, with any changes thereto provided to Glenview.

C. Party Obligations Relating to New World System.

1. Glenview will execute with New World an Additional Software License Agreement and any other required documentation to add the necessary licenses for Lake Forest to join Glenview's New World System.

2. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintaining the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution (collectively, the "New World System") to the extent that those components are physically located in Glenview. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Lake Forest, any and all upgrades to the New World System servers.

3. Lake Forest shall be responsible for all third party software and hardware prerequisites required for New World System upgrades to be implemented properly on all Lake Forest hardware, including the mobile clients.

3. The parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license or maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of that same party. The parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party wishes to utilize a component paid by the implementing party, then the non-implementing party will agree to reimburse the implementing party for a portion of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

Section 3. Determination and Payment of Costs by Lake Forest.

A. Quarterly Fee for Dispatch Services. Lake Forest agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached Exhibit A ("Quarterly Fee"), attached hereto and incorporated by reference herein. The parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each quarter, beginning on the Commencement Date; except that in recognition of the costs that Glenview must incur in advance of the Commencement Date, Lake Forest shall deliver the first Quarterly Fee to Glenview in advance of the Commencement Date per the attached Exhibit A schedule. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Additional Expenses. To the extent that this Agreement provides for Lake Forest to bear other expenses relating to the Dispatch Services, such other expenses shall be due and
payable 30 days after Glenview delivers an invoice for such expenses to Lake Forest, as the
case may be, unless otherwise provided in Exhibit A.

C. **Capital Charges.** The Fees set forth in Exhibit A reflect certain capital expenses
relating to the transition costs for providing Dispatch Services to Lake Forest ("Capital
Payments"). Except as otherwise expressly provided in Exhibit A and this Subsection 3.C, Lake
Forest shall not be responsible for any Capital Payments or other future capital expense by
Glenview or any other entity related to the provision of the Dispatch Services to Lake Forest.

D. **New Recipients of Dispatch Services.** Glenview may attempt to solicit other
municipalities or fire protection districts to enter into agreements by which Glenview may
provide services similar to the Dispatch Services. Glenview agrees to consult with Lake Forest
prior to executing any agreement for such services. Under any and all circumstances, Glenview
represents and warrants that the standards of performance for the Dispatch Services provided
to Lake Forest shall not diminish in any manner following any extension of similar services by
Glenview to other municipalities or fire protection districts.

E. **Participation of Additional Agencies.** The parties agree and acknowledge that the
business model underlying the Agreement is based upon the involvement of the Additional
Agencies. In the event that any of the Additional Agencies: (i) does not enter into an
agreement with Glenview for dispatch services; or (ii) terminates any such agreement, then, and
in such event, the parties hereto agree to enter into good-faith negotiations concerning pricing
and operations hereunder.

F. **Recapture Fees.** If Glenview contracts with, any agency other than Lake Forest
and the Additional Agencies, then and in such event. Glenview shall require such agency to pay
a fee to Glenview for access to the redundancies of the Dispatch Services (the "Recapture
Fee"). In such event, within sixty (60) days of Glenview’s actual receipt of the Recapture Fee,
Glenview agrees to distribute a portion of the Recapture Fee to Lake Forest and the Additional
Agencies in accordance with each entity’s proportionate capital contribution hereof. Upon
agreement of the parties, such distribution can be in the form of a credit towards amounts owed
to Glenview under this Agreement by Lake Forest and the Additional Agencies.

**Section 4. Insurance.**

A. **Coverage Provided.** Glenview agrees to provide the following insurance
coverage for the Dispatch Services:

1. Commercial General Liability combined single limit per occurrence for bodily
   injury and property damage; and personal and advertising injury on a per
   occurrence basis;

2. Business Liability for any equipment used in the provision of the Dispatch
   Services under this Agreement;

3. First Party Property; and

4. Workers’ Compensation with statutory limits and Employer’s Liability coverage.

Such coverage shall be in amounts no less than what Glenview maintains for itself in its normal
course of business and upon the same terms, provisions and conditions of Glenview’s
coverage. Upon Lake Forest’s written request, Glenview shall provide Lake Forest a copy of the insurance policy(ies) or coverage document(s) which affords the insurance coverage required in this paragraph.

B. **Indemnification.**

1. To the fullest extent permitted by law, Glenview does hereby agree to defend, indemnify and hold Lake Forest, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Glenview, its officials, employees or agents, in the performance of or with relation to any of the work or services to be performed or furnished by Glenview under this Agreement, except to the extent caused by the sole negligence of Lake Forest.

2. To the fullest extent permitted by law, Lake Forest does hereby agree to defend, indemnify and hold Glenview, its officials, employees and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and expenses, which may arise out of or in connection with any act or omission on the part of Lake Forest in the performance of the obligations of Lake Forest under this Agreement, or any obligation related to the provision of police and/or public works services by Lake Forest, except to the extent caused by the negligence of Glenview.

C. **Proof of Coverage by Glenview.** Glenview agrees to furnish to Lake Forest a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to Lake Forest within thirty (30) days after the effective date of this Agreement. Lake Forest shall be added, by original endorsement, as an additional insured to all liability policies set forth in Section 4.A. Such endorsement shall be furnished to Lake Forest with the certificate of coverage. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The insurance coverage required under Section 4.A. shall be primary and not excess to any other coverage carried by Lake Forest.

D. **Termination of Coverage.** If Glenview’s coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Lake Forest of receipt of any such notice; and

2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers. However, the failure of Glenview to secure or provide such comparable coverage does not relieve it of its duty to defend, indemnify or hold Lake Forest harmless as required in this Agreement.

E. **Coverage by Lake Forest.** Lake Forest agrees to maintain commercial general liability coverage, workers’ compensation and employer’s liability coverage for its operations as provided herein. Upon request, Lake Forest will provide proof of this insurance to Glenview. Any insurance required to be carried by Lake Forest hereunder shall be primary and
not exceed any other coverage carried by Glenview in connection with any act or omission on the part of Lake Forest in the performance of the obligations of Lake Forest under this Agreement, or any obligation related to the provision of police, fire/EMT and/or public works services by Lake Forest.

Section 5. Promotion of Interaction and Communication.

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

A. Access to Information about Service Delivery. Lake Forest shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Lake Forest (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. Complaint Procedure. Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Lake Forest, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Lake Forest, as the case may be, of the actions taken by Glenview to resolve the complaint.

C. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis, at a minimum of a quarterly basis, to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

Glenview shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section, and as necessary to respond to requests pursuant to the Illinois Freedom of Information Act.

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party’s failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and
circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Lake Forest shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Lake Forest as provided by this Agreement. Lake Forest shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including without limitation an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

**Section 8. Term; Termination.**

A. **Term.** The term of this Agreement shall be for seven (7) years and four (4) months following the Commencement Date, terminating on December 31, 2021 ("Initial Term"). No less than one hundred eighty (180) days before the expiration of the Initial Term, the parties agree to negotiate in good faith on the issue of pricing for any renewal term ("Renewal Term"), provided that any increase in the amount of the Quarterly Fee for such Renewal Term shall not exceed three percent. After the expiration of any Renewal Term, the parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.

B. **Termination.** This Agreement may be terminated pursuant to one of the following procedures:

1. By written notice of no fewer than 365 days after termination is duly authorized by the appropriate legislative action of one of the parties;

2. By written amendment to this Agreement duly authorized by the appropriate legislative action of Glenview and Lake Forest; or

3. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have 10 days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding 90 days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice.
of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.3 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement.

4. The Parties acknowledge and agree that the permanent unavailability of either the New World System or the Highland Park Facility for the performance of the Dispatch Services will automatically constitute a default of this Agreement by Glenview. If Glenview learns or reasonably believes that either the New World System or the Highland Park Facility will become permanently unavailable for any reason, Glenview must immediately notify Lake Forest and cure the default. If such default is not cured within 90 days, as determined by Lake Forest in its sole discretion, Lake Forest may terminate this Agreement at any time thereafter.

Section 9. Effective Date. This Agreement shall be effective as of the date it is signed by both parties, and Glenview will begin providing the Dispatch Services on the Commencement Date.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. Mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressees, or both, for all future notices and communications to them, but no notice of a change of addressees or address shall be effective until actually received.

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

Village of Glenview
1225 Waukegan Road
Glenview, Illinois 60025
Fax: 847/724-1518
Attention: Village Manager

with a copy to:

Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, IL 60026
Fax: 847/729-7390

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

City of Lake Forest
220 E. Deerpath
Lake Forest, Illinois 60045
Fax: (847) 815-4289
Attention: City Manager

with a copy to:

Victor Filippini
Filippini Law Firm LLP
990 Grove Street, Suite 220
Evanston, Illinois 60201
Fax: (312) 324-0668

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. **Non-Waiver.** No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party’s right to enforce that right or any other right.

E. **Ownership and Capital Costs.** Glenview will own the entire dispatch system, except the radio infrastructure equipment installed in Lake Forest and the antennae, which shall be owned by Lake Forest, unless otherwise agreed to in writing by both parties.

F. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. **Severability.** It is hereby expressly to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the
parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. Exhibit. Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statues, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statues, ordinances, rules, or regulations that may occur in the future.

N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Lake Forest.

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

VILLAGE OF GLENVIEW

By

Mayor

Attest

Village Clerk

CITY OF LAKE FOREST

By

Mayor

Attest

City Clerk
### EXHIBIT A

#### PAYMENT SCHEDULE

#### LAKE FOREST

### QUARTERLY FEE PAYMENTS

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<tr>
<th></th>
<th>Quarter 1 (Jan-Feb-Mar)</th>
<th>Quarter 2 (Apr-May-June)</th>
<th>Quarter 3 (July-Aug-Sept)</th>
<th>Quarter 4 (Oct-Nov-Dec)</th>
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<td>May 15</td>
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**New World SSMA**

2014 $50,863.47

* New World SSMA costs for 2014: Payment is to be made within 30 days of execution of the Dispatch Services Agreement by both parties. New World SSMA cost is separate only for 2014, included in Operating Payment for Years 1-7 (2015-2021).

### CAPITAL PAYMENTS

<table>
<thead>
<tr>
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<th>Capital Costs</th>
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**Initial capital payments in 2014: Payment for capital costs, radio frequency, and redundancy in 2014 are to be paid within 30 days of execution of the Dispatch Services Agreement by both parties.

** Invoice and Due Date: Beginning in 2015, capital payments will be invoiced on May 1 of each year with payment due within 45 days or no later than June 15.

***Radio Frequency Costs: Radio frequency costs are an estimated not-to-exceed cost. If actual cost is less, true-up will be performed.
STATE OF ILLINOIS)  
) SS  
COUNTY OF COOK )

I, Tony S. Kalogerakos, Village Clerk for the Village of Morton Grove in the County of Cook, in the State of Illinois, do hereby certify that the following, hereinafter described, are true and correct copies of the original documents which are part of the records of my office as such Village Clerk:

Resolution 12-71      Authorizing an Intergovernmental Agreement By and Between the Village of Glenview and the Village of Morton Grove for Joint Public Safety Communications Services

I hereby subscribe my name as
Village Clerk and affix the Official Corporate Seal of the Village of
Morton Grove, this 13th day of
September 2012.

[Signature]

TONY S. KALOGERAKOS, Village Clerk
Legislative Summary

Resolution 12-71

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF GLENVIEW AND THE VILLAGE OF MORTON GROVE FOR JOINT PUBLIC SAFETY COMMUNICATIONS SERVICES

Introduced: September 13, 2012

Objective: To authorize an Intergovernmental Agreement (IGA) with the Village of Glenview to provide public safety dispatch services.

Purpose: To acquire police dispatch services in a cost effective manner while modernizing processes, systems and operations, both electronically and otherwise.

Background: The Village of Morton Grove is currently a member of the North Suburban Emergency Communication Center (NSECC) and through this membership receives emergency dispatch services for all 911 and 10 digit emergency calls from the City of Des Plaines. The significant capital costs required to continue operating as a separate entity have proven unsustainable for the member communities of NSECC and serious investigations for alternatives have begun. The Village of Morton Grove believes it is in the best interest of its residents to investigate opportunities for police dispatching services as a separate entity. As part of staff's analysis, the Village has received a proposal for a 5 year agreement from the Village of Glenview for emergency dispatch services for all 911 and 10 digit emergency calls at a scope equal to or greater than Morton Grove’s current contractual arrangements with the North Suburban Emergency Communication Center (NSECC). The cost pursuant to this proposal includes dispatching services in the year 2013 at $675,000 increasing through year 2017 at a cost of $950,000. The Village would also incur a one-time capital improvements charge of $291,631. This agreement will substantially lower dispatch related costs while receiving many significant system enhancements for the safety and benefit of the Village’s police officers and the community. The attached service agreement provides the Police Department with process enhancements that would include a Computer Aided Dispatch (CAD) system and Records Management System (RMS). The estimated time for transferring dispatch services is 120 days and the anticipated start of service is January 2013. By adopting this resolution, the Village Board approves the agreement with the Village of Glenview and directs staff to terminate its contractual obligations with the North Suburban Emergency Communications Center (NSECC).

Programs,Departments or Groups Affected: Police Department

Fiscal Impact: $291,631 for 2012; $675,000 for 2013, resulting in an estimated savings of $400,000 for 2013

Source of Funds: 2013 General Fund – Acct No. 023014-557151
2013 General Funds less funds received from E911 surcharge (approx $240,000).

Workload Impact: The Police Department will develop and facilitate the Village’s participation as a part of their normal duty day.

Admin Recommend: Approval as presented.

Second Reading: Not required.

Special Considerations or Requirements: None

Respectfully submitted:

[Signature]

Ryan Horne, Village Administrator

Prepared by:

[Signature] Mark Erickson, Chief of Police

Reviewed by:

[Signature] Teresa Hoffman-Kistin, Corporation Counsel
RESOLUTION 12-71

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF GLENVIEW AND THE VILLAGE OF MORTON GROVE
FOR JOINT PUBLIC SAFETY COMMUNICATIONS SERVICES

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home
rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of
Illinois, can exercise any power and perform any function pertaining to its government affairs,
including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Village of Morton Grove is continually evaluating services and operations to
determine relevancy, efficiency, and the most cost effective means of service delivery; and

WHEREAS, Village staff has investigated opportunities for the provision of police dispatching
services which would provide Village residents with as good or greater quality of service as they now
receive at less cost; and

WHEREAS, as part of staff’s analysis, the Village has received a proposal from the Village of
Glenview to establish an agreement for the emergency dispatch services available through the
Glenview Public Safety Dispatch Center (GPSDC); and

WHEREAS, pursuant to the terms of this proposal, the Village would enter into a five year
contractual agreement with the Village of Glenview which would include police dispatching services
for all 911 and 10 digit emergency calls at a scope equal to or greater than Morton Grove’s current
contractual arrangements with the North Suburban Emergency Communication Center (NSECC); and

WHEREAS, pursuant to the proposal, the Village would realize considerable savings in terms
of capital expenditures, as well as enhanced service capability.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF
TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS
FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS
clauses into this Resolution as though fully set forth therein thereby making the findings as
hereinabove set forth.

SECTION 2: The Village of Morton Grove approves the Intergovernmental Agreement
submitted by the Village of Glenview, a copy of which is attached hereto as Exhibit “A” for a five year
agreement for police dispatching services, with an additional provision for a five year extension of
services.
SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 13th day of September 2012.

Trustee DiMaria  ABSENT
Trustee Gomberg  AYE
Trustee Grear   AYE
Trustee Marcus  ABSENT
Trustee Thill  AYE
Trustee Toth  AYE

APPROVED by me this 13th day of September 2012.

Daniel J. Stanekmann, Village President
Village of Morton Grove
Cook County, Illinois

APPROVED and FILED in my office this 14th day of September 2012.

Tony S. Kalogerakos, Village Clerk
Village of Morton Grove
Cook County, Illinois
DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND VILLAGE OF MORTON GROVE

THIS AGREEMENT is made as of September 13, 2012, by and between the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview") and the VILLAGE OF MORTON GROVE ("Morton Grove"), an Illinois home rule municipal corporation. In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Glenview and Morton Grove hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Morton Grove, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Morton Grove are units of local government.

C. Glenview operates a full service dispatch center, and Morton Grove is seeking to have radio dispatch services performed on behalf of its police department and other services as hereinafter described.

D. Glenview and Morton Grove have determined it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Morton Grove to enter into this Agreement providing Glenview provides radio dispatch services to Morton Grove.

Section 2. Provision of Emergency Dispatch Services by Glenview and Corresponding Obligations of Morton Grove.

A. Operation of Full Service Dispatch Center by Glenview. Glenview shall continue to operate directly a full service dispatch center to provide dispatch services to Morton Grove. Services to be provided by Glenview to Morton Grove (collectively, "Dispatch Services") shall include without limitation the following, and shall be equal to the service level provided to Glenview’s residents and customers:

1. Provide 24 hour-a-day answering of all emergency 9-1-1 and police 10 digit emergency calls, and maintain updated telephone lists of Morton Grove staff and employees and implement and utilize call-out procedures for emergencies and non-emergencies.

2. Provide 24 hour-a-day dispatching for all Morton Grove Police Department calls for service and related activities and after-hours’ notification of Morton Grove Public Works as requested by the Morton Grove Police.

3. Maintain and operate radio and computer communications with Morton Grove for all Police Department calls, utilizing dispatching procedures adopted and agreed upon by the parties.
4. Glenview will use its best efforts to maintain the following minimum daily dispatch services employee staffing levels:

At least four (4) persons at all times; provided, however, in the event that staffing difficulties caused by an emergency situation that is beyond Glenview’s reasonable control prevent such minimum staffing, then Glenview shall notify Morton Grove of any circumstance when such minimum staffing level will not be met.

5. Provide and continuously update training of all Glenview dispatch services employees in the operation of Glenview’s New World Computer Aided Dispatch (C.A.D.) program for Morton Grove, as further described in Section 2.B of this Agreement.

6. Glenview shall perform supervised transfers of 9-1-1 fire rescue calls to the fire rescue agency designated by Morton Grove at no additional cost.

7. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to police and other Morton Grove services asked by Morton Grove citizens and others in accordance with informational materials provided by Morton Grove; provided, however, Glenview shall forward to Morton Grove, as the case may be, non-emergency calls and under no circumstances shall Glenview accept the payment of fees for Morton Grove.

8. Glenview will execute with New World an Additional Software License Agreement to add the necessary licenses for Morton Grove to join Glenview’s New World software solution.

a. The parties acknowledge and mutually agree Glenview shall be responsible for all IT costs and services related to maintain the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World System to the extent those components are physically located in Glenview. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Morton Grove, any and all upgrades to the New World System Servers. Morton Grove shall be responsible for all third party software and hardware prerequisites required for New World upgrades to be implemented properly on all Morton Grove hardware including the mobile clients.

b. The parties mutually agree either party may add New World System components, or third party components, to the New World System (which includes adding any necessary software or hardware components to the servers that house the New World System). Any new components added by either party shall be at the sole cost (including, but not limited to, implementing costs and software license costs / maintenance costs) of that same party. The parties may mutually agree, in writing, to share the cost of any new components. If at a later date the non-implementing party wishes to utilize a component paid solely by the implementing party, then the non-implementing party will agree to reimburse the implementing party fifty percent (50%) of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

9. Upon request by Morton Grove, as the case may be, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports.
10. Maintain a call logging and recording system of all calls and, upon written request, provide copies of recorded calls to the Morton Grove Police Department.

11. Glenview agrees to assist Morton Grove in any manner necessary, including cooperating with representatives and assessors of Illinois Law Enforcement Accreditation Program ("ILEAP"), and any other appropriate action, to ensure Morton Grove receives full accreditation status through ILEAP, including successful completion of a mock assessment through ILEAP. It is understood, however, Glenview’s obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Morton Grove, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Section 2.A.11 at the request of Morton Grove will be done at Morton Grove’s expense.

12. Morton Grove shall have the option of requesting, at no additional cost, that Glenview operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:

a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.

b. Enter into the LEADS or NCIC system information as requested by Morton Grove, including without limitation warrants and sex offenders.

c. Maintain and manage hot files.

d. Maintain and manage all LEADS and NCIC files.

e. Remove from the LEADS and NCIC files information and data that is no longer current.

f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Morton Grove.

13. Maintain and operate mutual aid dispatch services for Morton Grove in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), the Illinois Law Enforcement Alarm System ("ILEAS"), the North Regional Major Crimes Task Force ("NORTAF"), and the Major Case Assistance Team ("MCAT"), as well as any other applicable public safety organizations, provided, however, that Glenview’s obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Morton Grove.

14. Participate in reasonable periodic training exercise programs and scenarios conducted by Morton Grove, including the provision of dispatch services employees to participate in the programs and scenarios, provided adequate notice is given and staffing limitations permit such participation, and provided further Glenview will not be obligated to participate in state grant funded D.U.I. details without additional compensation.

15. To encourage mutual personnel interactions, Glenview agrees its dispatch personnel will accompany Morton Grove Police officers on "ride-alongs" to become familiar with local geography and Morton Grove Police Department procedures. Such "ride-alongs" will be conducted on no less than an annual basis, at no additional charge to Morton Grove. Periodic attendance at Morton Grove Police Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement.
B. **Obligations of Morton Grove.** Morton Grove agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures and suggested telephone answering procedures.

2. Provide timely notification of a Morton Grove designee for receiving notice in the absence of a Police Chief.

3. Provide informational materials on public safety issues for dissemination to residents of Morton Grove.

4. Provide proper equipment and connections to enable Glenview to passively monitor cameras accessible to the Morton Grove Police Department, if requested by Morton Grove.

5. Provide timely reports and other data needed for Glenview to comply with LEADS requirements.

6. Provide training exercises and reasonable notification thereof.

C. **Optional Services.**

1. Morton Grove shall have the option of adding warning notifications to the Morton Grove community and residents, including, without limitation, activating community warning sirens, as requested by Morton Grove, and in accordance with Morton Grove’s policies and procedures; however, Morton Grove shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Morton Grove’s community warning sirens.

2. Morton Grove shall have the option of requesting passive electronic remote control monitoring for the Morton Grove Police Department security system, including monitoring the entry to the Morton Grove Police Department building; however, Morton Grove shall provide the necessary equipment and connections at Morton Grove’s sole cost to enable Glenview to accomplish the monitoring.

Section 3. **Determination and Payment of Costs by Morton Grove.**

A. **Annual Fee for Dispatch Services.** Morton Grove agrees to pay to Glenview a fee for Dispatch Services, as described in section 2A, in the amounts set forth in the attached Exhibit A ("Annual Fee"), attached hereto and incorporated by reference herein; the parties acknowledge and agree the Annual Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Annual Fee shall be paid to Glenview each year on January 15; except that in recognition of the costs Glenview must incur in advance of the start of dispatch services, Morton Grove shall deliver $291,631 to Glenview within thirty (30) days of approving this Agreement, to cover the capital expenditures required to facilitate the new dispatch services.

B. **Prompt Payment Act.** The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

C. **Credits upon Termination.** To the extent this Agreement terminates other than upon its expiration under Section 8.A (excepting termination due to a default of Morton Grove), any Annual Fee covering a period after the termination date shall be refunded to Morton Grove on a pro rata basis.
D. **Additional Expenses.** To the extent this Agreement provides for Morton Grove to bear expenses other than those set forth in Exhibit A and relating to the Dispatch Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

E. **New Recipients of Dispatch Services.** Glenview intends to attempt to solicit other municipalities or fire protection districts to enter into agreements by which Glenview may provide dispatch services and Glenview retains the power, in its sole discretion, to enter into such agreements; provided Glenview represents and warrants the standards of performance for the Dispatch Services shall not materially diminish in any manner, and shall be equal to the service level provided to Glenview's own emergency services, following any extension of similar services by Glenview to other municipalities or fire protection districts.

Section 4. **Insurance: Indemnification.**

A. **Coverage Provided.** Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability;

2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;

3. First Party Property;

4. Workers' Compensation; and

5. Employers' Liability for employees of Glenview who perform the Dispatch Services under this Agreement.

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

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

C. **Termination of Coverage.** If Glenview's coverage, as provided by its insurer, is terminated for any reason:

1. Glenview shall promptly notify Morton Grove of receipt of any such notice, and

2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

D. **Coverage by Morton Grove.** Morton Grove agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Morton Grove under this Agreement, and to provide proof of insurance at Glenview's request.
E. **Indemnification.**

1. Glenview does hereby indemnify and holds Morton Grove harmless from and against any and all claims which may arise out of the provision of Dispatch Services by Glenview under this Agreement, except to the extent caused by the negligence of Morton Grove, as the case may be.

2. Morton Grove does hereby indemnify and holds Glenview harmless from and against any and all claims which may arise out of the obligations of Morton Grove under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence of Glenview.

Section 5. **Promotion of Interaction and Communication.** The parties agree they desire to establish a variety of means to enhance and promote communication and cooperation between Glenview and Morton Grove. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

A. **Access to Information about Service Delivery.** Morton Grove shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Morton Grove (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. **Complaint Procedure.** Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Morton Grove, within 48 hours, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant’s contact information, and a description of the complaint. In addition, Glenview agrees to inform Morton Grove of the actions taken by Glenview to resolve the complaint.

C. **Regular Meetings.** The parties agree representatives from each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. **Records.** Glenview shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.

Section 7. **Dispute Resolution.**

A. **Negotiation.** The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party’s failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30)
days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Morton Grove shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Morton Grove as provided by this Agreement. Morton Grove shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. Remedies. Provided the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. The non-prevailing party in such dispute shall pay the attorneys’ fees and court costs of the prevailing party.

Section 8. Term: Termination.

A. Term. The term of this Agreement shall be for five (5) years following the Commencement Date, terminating on December 31, 2017 (the “Initial Term”). Morton Grove may renew the Agreement for an additional five (5) year term (the “Renewal Term”) by providing written notice of the intent to renew no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable.

B. Termination. This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or

2. In the event of a material default under this Agreement, and provided the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party’s termination of this Agreement; provided said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Glenview merges its dispatch services with any other dispatch center, Glenview shall notify Morton Grove not less than three hundred sixty (360) days prior to the date of such merger, and at that time, Morton Grove may terminate the Agreement.
Section 9. **Miscellaneous.**

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

B. **Effective Date.** This Agreement shall be effective as of the date it is signed by both parties, provided however; the services to be provided by Glenview to Morton Grove shall not begin until the Commencement Date.

C. **Commencement Date:** To be mutually agreed upon and set by Morton Grove, upon sixty (60) days advance written notice, after consultation with Glenview's Public Safety Support Services Director, but in no case shall the Commencement Date be later than March 1, 2013.

Section 10. **General Provisions.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

**Village of Glenview, Attn: Village Manager**
1225 Waukegan Road
Glenview, Illinois 60025
Fax: 847/724-1518

with a copy to:

**Eric G. Patt**
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, IL 60026
Fax: 847/729-7390

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

**Village of Morton Grove, Attn: Village Administrator**
6101 Capulina Avenue
Morton Grove, Illinois 60053
Fax: 847/985-4162
with a copy to: Teresa Hoffman Liston  
6101 Capulina Avenue  
Morton Grove, Illinois 60053  
Fax: 847/985-4162  
Attention: Corporate Counsel

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

D. **Non-Waiver.** No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party’s right to enforce that right or any other right.

E. **Ownership and Capital Costs.** Glenview will own the entire dispatch system, except the pre-existing Morton Grove radio infrastructure equipment and antennae installed in Morton Grove shall be owned by Morton Grove.

F. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the internal laws but not the conflicts of laws/rules of the State of Illinois.

H. **Severability.** It is hereby expressed to be the intent of the parties of this Agreement should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. **Exhibits.** Exhibit “A” attached to this Agreement is by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
L. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is in writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

N. Authority to Execute. Each party hereby warrants and represents to the other parties the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities of such party.

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Morton Grove.

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

VILLAGE OF GLENVIEW

By: ____________________________
    Village President

Attest: __________________________
       Village Clerk

VILLAGE OF MORTON GROVE

By: ____________________________
    Village President

Attest: __________________________
       Village Clerk

EXHIBIT A

PAYMENT SCHEDULE

Dispatch Services costs should Morton Grove Police join GPSDC without Niles Police:

Year 1 2013: $ 675,000
Year 2 2014: $ 755,000
Year 3 2015: $ 814,000
Year 4 2016: $ 879,000
Year 5 2017: $ 950,000

Dispatch Services costs for Morton Grove Police with Niles Police also joining GPSDC:

Year 1 2013: $ 650,000
Year 2 2014: $ 730,000
Year 3 2015: $ 786,000
Year 4 2016: $ 847,000
Year 5 2017: $ 912,000
Estimated one-time capital improvement costs should Morton Grove Police join GPSDC without Niles Police:

<table>
<thead>
<tr>
<th>Capital Improvement Costs</th>
<th>Budgetary Estimates</th>
</tr>
</thead>
<tbody>
<tr>
<td>NG 911 Phone System</td>
<td>$45,000</td>
</tr>
<tr>
<td>Voice Logging System</td>
<td>12,000</td>
</tr>
<tr>
<td>Consoles</td>
<td>5,000</td>
</tr>
<tr>
<td>Training of TC's</td>
<td>12,500</td>
</tr>
<tr>
<td>T1 to each PD (5yrs)</td>
<td>24,000</td>
</tr>
<tr>
<td>AT&amp;T 911 Infrastructure</td>
<td>10,000</td>
</tr>
<tr>
<td>Radio Infrastructure*</td>
<td>75,000</td>
</tr>
<tr>
<td></td>
<td>183,500</td>
</tr>
</tbody>
</table>

Quoted Amounts - See Attachment

| New World Licensing                              | 91,755              |
| New World 1st Year SSMA                          | 13,376              |
| New World Travel Expense                         | 3,000               |
|                                                   | 108,131             |
|                                                   | $291,631            |

*Radio infrastructure cost estimate increased by $45,000 due to the changes needed to add Morton Grove onto Glenview's frequency.
Estimated one time capital improvement costs for Morton Grove Police with Niles Police also joining GPSDC:

<table>
<thead>
<tr>
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<tr>
<td>Radio Infrastructure</td>
<td>30,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>138,500</td>
</tr>
</tbody>
</table>

| Quoted Amounts - See Attachment       |       |
| New World Licensing                   | 91,755|
| New World 1stYear SSMA                | 13,376|
| New World Travel Expense              | 3,000 |
| **Total**                             | 108,131|
| **Total**                             | $246,631|
DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND THE VILLAGE OF GRAYSLAKE

THIS AGREEMENT is made as of [JUNE 16], 2015, by and between the VILLAGE OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview") and the VILLAGE OF GRAYSLAKE ("Grayslake"), an Illinois municipal corporation. In consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, Glenview and Grayslake hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government such as Glenview and Grayslake, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

B. Glenview and Grayslake (sometimes collectively referred to herein as the "Parties") are units of local government.

C. Grayslake performs certain police services for the Village of Hainesville (the "Hainesville Services").

D. Glenview operates a full service dispatch center, and Grayslake is seeking to have radio dispatch services performed on behalf of its police department, the Hainesville Services, and other services as hereinafter described.

E. Glenview and Grayslake have determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of persons and property within Glenview and Grayslake to enter into this Agreement providing that Glenview shall provide radio dispatch services to Grayslake, including the Hainesville Services.

Section 2. Provision of Dispatch Services by Glenview and Corresponding Obligations of Grayslake.

A. Operation of Full Service Dispatch Center by Glenview. Glenview shall continue to operate directly a full service dispatch center to provide dispatch services to Grayslake, including the Hainesville Service. Any and all dispatch services provided by Glenview to Grayslake shall extend to and include the Hainesville Service, and are hereinafter referred to as "Dispatch Services." Dispatch Services shall include without limitation the following:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police non-emergency calls, and maintain updated telephone lists of Grayslake staff and
employees and implement and utilize call-out procedures for emergencies and non-emergencies, and forward messages, utilizing reasonable telephone answering procedures adopted by Glenview. Upon agreement of the Parties, Grayslake shall have the option to remove non-emergency police calls, at an agreed-upon fee reduction.

2. Provide 24-hour a day dispatching for all Grayslake Police Department and Grayslake Public Works calls for service and related activities.

3. Maintain and operate radio and computer communications with Grayslake for all Police Department calls, utilizing dispatching procedures adopted and agreed upon by the parties.

4. Glenview will use best efforts to maintain the following minimum daily dispatch services employee staffing levels:

At least 3 persons at all times; provided, however, in the event that staffing difficulties caused by an emergency situation that is beyond Glenview’s reasonable control prevent such minimum staffing, then Glenview shall notify Grayslake of any circumstance when such minimum staffing level will not be met.

5. Provide and continuously update training to all Glenview dispatch services employees in the operation of Glenview’s New World C.A.D. program for Grayslake, as further described in Section 2.B and 2.C of this Agreement.

6. Glenview shall perform supervised transfers of 9-1-1 fire rescue calls to the appropriate fire rescue agency.

7. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police and other Grayslake services asked by Grayslake citizens and others in accordance with informational materials provided by Grayslake; provided, however, that Glenview shall forward to Grayslake, as the case may be, non-emergency calls and under no circumstances shall Glenview accept the payment of fees for Grayslake.

8. Upon request by Grayslake, as the case may be, provide copies of reports on call volume, LEADS reports, officer time usage, and any other requested reports.

9. Provide warning notifications to the Grayslake community and residents, including without limitation activating community warning sirens, as requested by Grayslake and in accordance with Grayslake’s policies and procedures; however, Grayslake shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Grayslake’s community warning sirens.
10. Maintain a call logging and recording system of all calls and, upon request, provide copies of recorded calls to the Grayslake Police Department.

11. Provide electronic remote control monitoring for the Grayslake Police Department security system, including monitoring the entry to the Grayslake Police Department building and for prisoner checks at the Grayslake Police Department; provided, however, that Grayslake shall provide the necessary equipment and connections at Grayslake’s cost to enable Glenview to accomplish the monitoring.

12. Glenview agrees to assist Grayslake in any manner necessary, including cooperating with representatives and assessors of Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O. and the Illinois Police Accreditation Coalition ("IPAC"), and any other appropriate action, to ensure that Grayslake receive full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that Glenview’s obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Grayslake, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Section 2.A.12 at the request of Grayslake will be done at Grayslake’s expense.

13. Operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:

   a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.

   b. Enter into the LEADS or NCIC system information as requested by Grayslake, including without limitation warrants and sex offenders.

   c. Maintain and manage hot files.

   d. Maintain and manage all LEADS and NCIC files.

   e. Remove from the LEADS and NCIC files information and data that is no longer current.

   f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Grayslake.

14. Maintain and operate mutual aid dispatch services for Grayslake in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS"), as well as any other applicable public safety organizations, provided, however, that Glenview’s obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system
information, based upon data provided by Grayslake.

15. Participate in reasonable periodic training exercise programs and scenarios conducted by Grayslake, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation, and provided further that Glenview will not be obligated to participate in D.U.I. training details.

16. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Grayslake Police officers on “ride-alongs” to become familiar with local geography and Grayslake Police Department procedures. Such “ride-alongs” will be conducted on no less than a semi-annual basis, at no additional charge to Grayslake. Periodic attendance at Grayslake Police Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement.

B. Obligations of Grayslake. Grayslake agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures.

2. Provide timely notification of a Grayslake designee for receiving notice in the absence of Police Chief.

3. Provide informational materials on public safety issues for dissemination to residents of Grayslake.

4. Provide proper equipment and connections to enable Glenview to monitor entry to the Police Department building and prisoner checks.

5. Provide reasonable cooperation in assisting Glenview to achieve accreditation as desired by Glenview.

6. Provide timely reports and other data needed for Glenview to comply with LEADS requirements.

7. Provide training exercises and reasonable notification thereof.

C. Party Obligations Relating to New World System.

1. In order to merge Grayslake's New World records, mobile and field reporting systems with Glenview's existing New World software solution, Glenview has upgraded its server licensing with New Worlds Systems Corporation ("New World"), which resulted in an increase in the annual amount Glenview must pay New World pursuant to its Standard Software Maintenance Agreement ("SSMA"). Glenview will invoice Grayslake for annual SSMA costs specifically attributable to Grayslake. For 2015, the amount paid by Grayslake was
$26,069.57, and such costs shall be subject to yearly increases required from New World.

2. The Parties agree and acknowledge that Glenview will be responsible for all Information Technology ("IT") costs and services related to maintaining the New World System, including New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World software solution, to the extent that those components are physically located in Glenview. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Grayslake, any and all upgrades to the New World System servers.

3. Grayslake shall be responsible for all third party software and hardware prerequisites required for New World System upgrades to be implemented properly on all Grayslake hardware, including the mobile clients.

4. The Parties mutually agree that either party may elect to add New World System components, or third party components, to the New World System. Such new components added by either party shall be at the sole cost (including, but not limited to, implementation costs, software license/maintenance costs, and any necessary software or hardware components to the servers that house the New World System) of the implementing party. The Parties may mutually agree, in writing, to share the cost of such new components. If at a later date the non-implementing party wishes to utilize a component paid for by the implementing party, then the non-implementing party shall reimburse the implementing party for a portion of the implementing costs as agreed to by the Parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

5. Glenview will cooperate with Grayslake with respect to all reporting needs and in maintaining Grayslake’s officer time usage reports. Glenview will provide the necessary data to drive Grayslake’s existing “bucket” reports.

Section 3. Determination and Payment of Costs by Grayslake.

A. Quarterly Fee for Dispatch Services. Grayslake agrees to pay to Glenview a fee for Dispatch Services in the amounts set forth in the attached Exhibit A ("Quarterly Fee"), attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Quarterly Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Quarterly Fee shall be paid to Glenview each year on May 1st, August 1st, November 1st and February 1st, beginning on May 1, 2015 (the "Commencement Date"). The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

B. Credits upon Termination. To the extent that this Agreement terminates other
than upon its expiration under Section 8.A (excepting termination due to a default of Grayslake), any Quarterly Fee covering a period after the termination date shall be refunded to Grayslake on a pro rata basis.

C. **Additional Expenses.** To the extent that this Agreement provides for Grayslake to bear other expenses relating to the Dispatch Services, such other expenses shall be due and payable thirty (30) days after Glenview delivers an invoice for such expenses to Grayslake, as the case may be.

D. **Capital Charges.** Except as otherwise expressly herein, Grayslake shall not be responsible for any future capital expense by Glenview or any other entity related to the provision of the Dispatch Services to Grayslake.

E. **New Recipients of Dispatch Services.** Glenview may attempt to solicit other municipalities or fire protection districts to enter into agreements by which Glenview may provide dispatch services and Glenview retains the power, in its sole discretion, to enter into such agreements; provided that Glenview represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner following any extension of similar services by Glenview to other municipalities or fire protection districts.

Section 4. **Insurance.**

A. **Coverage Provided.** Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability;
2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers’ Compensation; and
5. Employers’ Liability for employees of Glenview who perform the Dispatch Services under this Agreement.

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

B. **Indemnification.**

1. Glenview does hereby indemnify and holds Grayslake harmless from and against any and all claims which may arise out of the Dispatch Services provided by Glenview pursuant to this Agreement, except to the extent caused by the negligence of Grayslake, as the case may be.

2. Grayslake does hereby indemnify and holds Glenview harmless from and against
any and all claims which may arise out of the obligations of Grayslake under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence of Glenview.

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

D. **Termination of Coverage.** If Glenview's coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Grayslake of receipt of any such notice; and
2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

E. **Coverage by Grayslake.** Grayslake agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers’ liability for their employees who will perform obligations of Grayslake under this Agreement, and to provide proof of insurance at Glenview’s request.

Section 5. Promotion of Interaction and Communication.

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

A. **Access to Information about Service Delivery.** Grayslake shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Grayslake (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. **Complaint Procedure.** Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Grayslake, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, the complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Grayslake, as the case may be, of the actions taken by Glenview to resolve the complaint.

C. **Regular Meetings.** The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch
Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. Records.

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

Section 7. Dispute Resolution.

A. Negotiation. The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party’s failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Grayslake shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Grayslake as provided by this Agreement. Grayslake shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. Remedies. Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

Section 8. Term; Termination.

A. Term. The term of this Agreement shall be for seven (7) years following the Commencement Date, terminating on April 30, 2022. The parties may agree to renew or extend such term upon such terms and conditions as are mutually agreeable.
B. **Termination.** This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or

2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

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

**Section 9. Miscellaneous.**

A. **Unfunded Mandates.** The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose obligations on Glenview over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.

B. **Effective Date.** This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the Dispatch Services to be provided by Glenview to Grayslake shall not begin until the Commencement Date.

**Section 10. General Provisions.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail,
postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of address or address shall be effective until actually received.

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

Village of Glenview
1225 Waukegan Road
Glenview, Illinois 60025
Fax: 847/724-1518
Attention: Village Manager

with a copy to: Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue, Suite 101
Glenview, IL 60026
Fax: 847/729-7390

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

Village of Grayslake
10 South Seymour Drive
Grayslake, Illinois 60030
Fax: (847) 223-4821
Attention: Village Manager

with a copy to: Victor P. Filippini, Jr.
Filippini Law Firm, LLP
990 Grove Street, Suite 220
Evanston, Illinois 60201
Fax: (312) 324-0668

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
D. **Non-Waiver.** No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. **Ownership and Capital Costs.** Glenview will own the entire dispatch system, except the radio infrastructure equipment installed in Grayslake and the antennae, which shall be owned by Grayslake.

F. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Illinois.

H. **Severability.** It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. **Exhibit.** Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between Exhibit A and the text of this Agreement, the text of this Agreement shall control.

L. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. **Changes in Laws.** Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the
future.

N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Grayslake.

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

VILLAGE OF GLENVIEW

By: ____________________________
   Village President

Attest: __________________________
       Village Clerk

VILLAGE OF GRAYSLAKE

By: ____________________________
   Village President

Attest: __________________________
       Village Clerk
## EXHIBIT A

### PAYMENT SCHEDULE

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<tr>
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|                                | Hainesville Portion |        |        |        |        |        |
| **Quarter 1**                  | May-June-July      | May 1  |       |       |       | $68,132.48 |
| **Due by:**                   |                   | June 15|        |        |        | $68,132.48 |
| Year 1                         | $17,033.12         | $17,033.12 | $17,033.12 | $17,033.12 | $17,033.12 |
| Year 2                         | $17,714.44         | $17,714.44 | $17,714.44 | $17,714.44 | $17,714.44 |
| Year 3                         | $18,423.02         | $18,423.02 | $18,423.02 | $18,423.02 | $18,423.02 |
| Year 4                         | $19,159.94         | $19,159.94 | $19,159.94 | $19,159.94 | $19,159.94 |
| Year 5                         | $19,926.34         | $19,926.34 | $19,926.34 | $19,926.34 | $19,926.34 |
| Year 6                         | $20,723.39         | $20,723.39 | $20,723.39 | $20,723.39 | $20,723.39 |
| Year 7                         | $21,552.33         | $21,552.33 | $21,552.33 | $21,552.33 | $21,552.33 |
| **Annual Total**               |                   |        |        |        |        | $86,209.32 |

|                                | Total Bill |        |        |        |        |        |
| **Quarter 1**                  | May-June-July | May 1  |       |       |       | $592,786.16 |
| **Due by:**                   |             | June 15|        |        |        | $592,786.16 |
| Year 1                         | $148,196.54  | $148,196.54 | $148,196.54 | $148,196.54 | $148,196.54 |
| Year 2                         | $153,835.15  | $153,835.15 | $153,835.15 | $153,835.15 | $153,835.15 |
| Year 3                         | $159,988.55  | $159,988.55 | $159,988.55 | $159,988.55 | $159,988.55 |
| Year 4                         | $166,380.10  | $166,380.10 | $166,380.10 | $166,380.10 | $166,380.10 |
| Year 5                         | $173,043.62  | $173,043.62 | $173,043.62 | $173,043.62 | $173,043.62 |
| Year 6                         | $179,965.36  | $179,965.36 | $179,965.36 | $179,965.36 | $179,965.36 |
| Year 7                         | $187,163.98  | $187,163.98 | $187,163.98 | $187,163.98 | $187,163.98 |
| **Annual Total**               |             |        |        |        |        | $748,655.92 |
Joint ETSB Plan Narrative

The Village of Glenview operates a joint dispatch center (referred to as “Glenview Public Safety Dispatch Center” or “GPSDC”) serving Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles. GPSDC operates from two facilities, the GPSDC South Center (Glenview Police Facility) and the GPSDC North Center (Highland Park Police Facility) with each facility acting as a public safety answering point (“PSAP”) for 9-1-1 phone calls.

Each municipality has an intergovernmental agreement with Glenview to provide the dispatch services (the “Dispatch Service Agreements”). Per the Dispatch Service Agreements, Glenview, as the service provider, is responsible for the maintenance, operation and management of the 9-1-1 system.

Currently, each municipality has its own individual emergency telephone system board to collect and receive its 9-1-1 surcharge revenues and each ETSB has designated GPSDC as its 9-1-1 Authority. Having individual ETSBs allows each municipality to receive their 9-1-1 surcharges and to use the surcharges to pay a portion of their payment to Glenview for the 9-1-1 services provided, to pay other service providers, or use on other eligible 9-1-1 expenditures, such as communications equipment for its public safety agencies.

When the 9-1-1 consolidation legislation was passed, Glenview and the municipalities it serves worked together to determine how a joint emergency telephone system board could be formed to handle the collection and disbursement of 9-1-1 surcharges to the municipalities, without changing the Dispatch Service Agreements or impacting the consolidated service provider model that has been successful for Glenview and its agencies since 2009. As such, the attached Joint ETSB intergovernmental agreement was drafted and approved by the municipalities with Glenview continuing to be designated as the 9-1-1 Authority on behalf of the municipalities.

The agreement creates a Joint ETSB Board, establishes a separate Joint ETSB Fund (the “Fund”), sets forth a process for the collection and disbursement of 9-1-1 surcharges to the respective municipalities, and maintains that the Dispatch Service Agreements remain in full force and effect. In summary, 9-1-1 surcharge revenues for each member municipality will be received monthly from the Illinois State Police and deposited and accounted for in the Fund by the respective party. 9-1-1 surcharge revenues will not be released from the Fund except by approval of the Joint ETSB. The Joint ETSB IGA establishes an agreed upon process by which a member municipality can submit 9-1-1 eligible expenditures to the Joint ETSB for disbursement of its respective surcharge revenues.

Upon commencement of the Joint ETSB and the Joint ETSB Fund (each to occur on January 1, 2017, subject to the state’s regulatory approval), any balances in the individual ETSB funds of the member municipalities shall be transferred to the Joint ETSB Fund and accounted for as belonging to the respective municipality for use at its request to the Joint ETSB Board.
DISPATCH SERVICES AGREEMENT BETWEEN
THE VILLAGE OF GLENVIEW AND VILLAGE OF NILES

THIS AGREEMENT is made as of September __, 2012, by and between the VILLAGE
OF GLENVIEW, an Illinois home rule municipal corporation ("Glenview") and the VILLAGE
OF NILES ("Niles"), an Illinois municipal corporation. In consideration of the mutual promises of
the parties hereto made each to the other and other good and valuable consideration, Glenview
and Niles hereby agree as follows:

Section 1. Background.

A. Article VII, Section 10 of the Illinois Constitution of 1970 provides for
intergovernmental cooperation between units of local government such as Glenview and Niles,
including the power to contract or otherwise associate among themselves to obtain or share
services and to exercise, combine, or transfer any power or function in any manner not
prohibited by law or by ordinance and to use their credit, revenues, and other resources to pay
costs related to intergovernmental activities. The Illinois Intergovernmental Cooperation Act, 5
ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or
which may be exercised by a unit of local government may be exercised and enjoyed jointly with
any other unit of local government.

B. Glenview and Niles are units of local government.

C. Glenview operates a full service dispatch center, and Niles is seeking to have
radio dispatch services performed on behalf of its police department and other services as
hereinafter described.

D. Glenview and Niles have determined that it is in the best interests of each party
to this Agreement and the public health, safety and welfare of persons and property within
Glenview and Niles to enter into this Agreement providing that Glenview shall provide radio
dispatch services to Niles.

Section 2. Provision of Emergency Dispatch Services by Glenview and Corresponding
Obligations of Niles.

A. Operation of Full Service Dispatch Center by Glenview. Glenview shall continue
to operate directly a full service dispatch center to provide dispatch services to Niles. Services
to be provided by Glenview to Niles (collectively, "Dispatch Services") shall include without
limitation the following, and shall be equal to the service level provided to Glenview's residents
and customers:

1. Provide 24-hour a day answering of all emergency 9-1-1 and police 10 digit
emergency calls, and maintain updated telephone lists of Niles staff and employees and
implement and utilize call-out procedures for emergencies and non-emergencies.

2. Provide 24-hour a day dispatching for all Niles Police Department calls for
service and related activities and after-hours' notification of Niles Public Works as
requested by Niles Police.
3. Maintain and operate radio and computer communications with Niles for all Police Department calls, utilizing dispatching procedures adopted and agreed upon by the parties.

4. Glenview will use best efforts to maintain the following minimum daily dispatch services employee staffing levels:

   At least four (4) persons at all times; provided, however, in the event that staffing difficulties caused by an emergency situation that is beyond Glenview's reasonable control prevent such minimum staffing, then Glenview shall notify Niles of any circumstance when such minimum staffing level will not be met.

5. Provide and continuously update training to all Glenview dispatch services employees in the operation of Glenview's New World Computer Aided Dispatch (C.A.D.) program for Niles, as further described in Section 2.8 of this Agreement.

6. Glenview shall perform supervised transfers of 9-1-1 fire rescue and Emergency Medical Service (E.M.S.) calls to the appropriate fire rescue agency designated by Niles at no additional cost.

7. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police and other Niles services asked by Niles citizens and others in accordance with informational materials provided by Niles; provided, however, that Glenview shall forward to Niles, as the case may be, non-emergency calls and under no circumstances shall Glenview accept the payment of fees for Niles.

8. Glenview will execute with New World an Additional Software License Agreement to add the necessary licenses for Niles to join Glenview's New World software solution.

   a. The parties acknowledge and mutually agree that Glenview shall be responsible for all IT costs and services related to maintain the New World Computer Aided Dispatch, New World Records Management System, New World Mobile and Field Reporting Systems, and all other software/hardware components, New World or otherwise, integrated with the New World System to the extent that those components are physically located in Glenview. In addition, Glenview agrees to schedule, perform, and complete, in coordination with Niles, any and all upgrades to the New World System Servers. Niles shall be responsible for all third party software and hardware prerequisites required for New World upgrades to be implemented properly on all Niles hardware including the mobile clients.

   b. The parties mutually agree that either party may add New World System components, or third party components, to the New World System (which includes adding any necessary software or hardware components to the servers that house the New World System). Any new components added by either party shall be at the sole cost (including, but not limited to, implementing costs and software license costs / maintenance costs) of that same party. The parties may mutually agree, in writing, to share the cost of the any new components. If at a later date the non-implementing party wishes to utilize a component paid solely by the implementing party, then the non-implementing...
party will agree to reimburse the implementing party fifty percent (50%) of the implementing costs as agreed to by the respective parties. Any individual mobile unit/terminal software license or maintenance costs shall be the responsibility of the party where the unit is located.

9. Upon request by Niles, as the case may be, provide copies of reports on call volume, LEADS reports, officer time usage, and any other reasonably requested reports.

10. Maintain a call logging and recording system of all calls and, upon written request, provide copies of recorded calls to the Niles Police Department.

11. Glenview agrees to assist Niles in any manner necessary, including cooperating with representatives and assessors of Illinois Law Enforcement Accreditation Program ("ILEAP"), and any other appropriate action, to ensure that Niles receive full accreditation status through ILEAP, including successful completion of a mock assessment through ILEAP. It is understood, however, that Glenview's obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by Niles, as the case may be. Any extraordinary compliance measures undertaken by Glenview in furtherance of this Section 2.A.11 at the request of Niles will be done at Niles's expense.

12. Niles shall have the option of requesting, at no additional cost, that Glenview operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:

a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.

b. Enter into the LEADS or NCIC system information as requested by Niles, including without limitation warrants and sex offenders.

c. Maintain and manage hot files.

d. Maintain and manage all LEADS and NCIC files.

e. Remove from the LEADS and NCIC files information and data that is no longer current.

f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by Niles.

13. Maintain and operate mutual aid dispatch services for Niles in accordance with the emergency response plans and programs established by the Northern Illinois Police Alarm System ("NIPAS"), the Illinois Law Enforcement Alarm System ("ILEAS"), the North Regional Major Crimes Task Force ("NORTAF"), and the Major Case Assistance Team ("MCAT"), as well as any other applicable public safety organizations, provided, however, that Glenview's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by Niles.
14. Participate in reasonable periodic training exercise programs and scenarios conducted by Niles, including the provision of dispatch services employees to participate in the programs and scenarios, provided that adequate notice is given and staffing limitations permit such participation, and provided further that Glenview will not be obligated to participate in state grant funded D.U.I. details without additional compensation.

15. To encourage mutual personnel interactions, Glenview agrees that its dispatch personnel will accompany Niles Police officers on "ride-alongs" to become familiar with local geography and Niles Police Department procedures. Such "ride-alongs" will be conducted on no less than an annual basis, at no additional charge to Niles. Periodic attendance at Niles Police Department meetings and other mutually agreed upon events is encouraged throughout the term of this Agreement.

B  Obligations of Niles. Niles agrees to perform the following in order to enable Glenview to efficiently and properly fulfill its obligations under this Agreement:

1. Provide timely updated telephone lists, call out procedures and suggested telephone answering procedures.

2. Provide timely notification of a Niles designee for receiving notice in the absence of Police Chief.

3. Provide informational materials on public safety issues for dissemination to residents of Niles.

4. Provide proper equipment and connections to enable Glenview to passively monitor cameras accessible to the Niles Police Department, if requested by Niles.

5. Provide timely reports and other data needed for Glenview to comply with LEADS requirements.

6. Provide training exercises and reasonable notification thereof.

C. Optional Services.

1. Niles shall have the option of adding warning notifications to the Niles community and residents, including, without limitation, activating community warning sirens, as requested by Niles, and in accordance with Niles's policies and procedures; however, Niles shall be responsible for all costs associated with the purchase and installation, maintenance, and/or relocation of any equipment necessary to activate Niles's community warning sirens.

2. Niles shall have the option of requesting passive electronic remote control monitoring for the Niles security system. Niles shall provide the necessary equipment and connections at Niles's sole cost to enable Glenview to accomplish the monitoring.

Section 3. Determination and Payment of Costs by Niles.

A. Annual Fee for Dispatch Services. Niles agrees to pay to Glenview a fee for Dispatch Services, as described in section 2A, in the amounts set forth in the attached Exhibit A
("Annual Fee"), attached hereto and incorporated by reference herein; the parties acknowledge and agree that the Annual Fee includes ongoing expenses to upgrade, improve, and enhance the Dispatch Services and the equipment and facilities relating thereto. The Annual Fee shall be paid to Glenview each year on February 15; except that in recognition of the costs that Glenview must incur in advance of the start of dispatch services, Niles shall deliver $377,815 to Glenview within thirty (30) days of approving this Agreement, to cover the capital expenditures required to facilitate the new dispatch services.

B. Prompt Payment Act. The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

C. Credits upon Termination. To the extent that this Agreement terminates other than upon its expiration under Section 8.A (excepting termination due to a default of Niles), any Annual Fee covering a period after the termination date shall be refunded to Niles on a pro rata basis.

D. Additional Expenses. To the extent that this Agreement provides for Niles to bear expenses other than those set forth in Exhibit A and relating to the Dispatch Services, such other expenses shall also be due and payable according to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

E. New Recipients of Dispatch Services. Glenview intends to attempt to solicit other municipalities or fire protection districts to enter into agreements by which Glenview may provide dispatch services and Glenview retains the power, in its sole discretion, to enter into such agreements; provided that Glenview represents and warrants that the standards of performance for the Dispatch Services shall not materially diminish in any manner, and shall be equal to the service level provided to Glenview’s own emergency services, following any extension of similar services by Glenview to other municipalities or fire protection districts.

Section 4. Insurance; Indemnification.

A. Coverage Provided. Glenview agrees to provide the following insurance coverages for the Dispatch Services:

1. Commercial General Liability;
2. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;
3. First Party Property;
4. Workers’ Compensation; and
5. Employers’ Liability for employees of Glenview who perform the Dispatch Services under this Agreement.

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

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

C. **Termination of Coverage.** If Glenview's coverage as provided by its insurer is terminated for any reason:

1. Glenview shall promptly notify Niles of receipt of any such notice; and

2. Glenview agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.

D. **Coverage by Niles.** Niles agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of Niles under this Agreement, and to provide proof of insurance at Glenview's request.

E. **Indemnification.**

1. Glenview does hereby indemnify and holds Niles harmless from and against any and all claims which may arise out of the provision of Dispatch Services by Glenview under this Agreement, except to the extent caused by the negligence of Niles, as the case may be.

2. Niles does hereby indemnify and holds Glenview harmless from and against any and all claims which may arise out of the obligations of Niles under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence of Glenview.

Section 5. **Promotion of Interaction and Communication.** The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Glenview and Niles. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

A. **Access to Information about Service Delivery.** Niles shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any authorized representatives of Niles (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of Glenview.

B. **Complaint Procedure.** Glenview shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. Glenview agrees to inform Niles, within 48 hours, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, complainant's contact information, and a description of the complaint. In addition, Glenview agrees to inform Niles of the actions taken by Glenview to resolve the complaint.

C. **Regular Meetings.** The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that
their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement, including without limitation issues relating to the operation of the Dispatch Services and the complaint procedures described in Subsection 5.B of this Agreement.

Section 6. **Records.** Glenview shall establish and keep a file and record system for all data relative to the Dispatch Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.

Section 7. **Dispute Resolution.**

A. **Negotiation.** The parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such dispute. If any party has a dispute about a violation, interpretation, or application of a provision of this Agreement, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in Section 10 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The parties then, within seven (7) days, shall schedule a date certain for representatives of the parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.

B. **Continuation of Services and Payments.** During all negotiation proceedings and any subsequent proceedings provided for in this Section 7, Glenview and Niles shall continue to fulfill the terms of this Agreement to the fullest extent possible. Glenview shall continue to provide Dispatch Services to Niles as provided by this Agreement. Niles shall continue to make all payments to Glenview for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

C. **Remedies.** Provided that the parties have met their obligations under Section 7.A, the parties shall be entitled to pursue such remedies as may be available in law and equity, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 7.A shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety. The non-prevailing party in such dispute shall pay the attorneys' fees and court costs of the prevailing party.

Section 8. **Term: Termination.**

A. **Term.** The term of this Agreement shall be for five (5) years following the Commencement Date, terminating on December 31, 2017 (the "Initial Term"). Either party may renew the Agreement for an additional five (5) year term (the "Renewal Term") by providing written notice of the intent to renew no less than one hundred eighty (180) days before the expiration of the Initial Term. The parties agree to negotiate in good faith on the issue of pricing for the Renewal Term. After the expiration of the Renewal Term, the parties may agree to extend the Agreement upon such terms and conditions as are mutually agreeable.
B. **Termination.** This Agreement may be terminated pursuant to one of the following procedures:

1. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or

2. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 7, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party’s terminating this Agreement, provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this Section 8.B.2 shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this Agreement; or

3. In the event Glenview merges its dispatch services with any other dispatch center, Glenview shall notify Niles not less than three hundred sixty (360) days prior to the date of such merger, and at that time, Niles may terminate the Agreement.

Section 9. **Miscellaneous.**

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

B. **Effective Date.** This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the services to be provided by Glenview to Niles shall not begin until the Commencement Date.

C. **Commencement Date:** To be mutually agreed upon and set by Niles, upon sixty (60) days advance written notice, after consultation with Glenview’s Public Safety Support Services Director, but in no case shall the Commencement Date be later than March 15, 2013.

Section 10. **General Provisions.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight
courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section 10.1, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Glenview  
1225 Waukegan Road  
Glenview, Illinois 60025  
Fax: 847/724-1518  
Attention: Village Manager

with a copy to:  
Eric G. Patt  
Robbins, Salomon & Patt, Ltd.  
2222 Chestnut Avenue, Suite 101  
Glenview, IL 60026  
Fax: 847/729-7390

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

George R. Van Geem  
Village Manager  
Village of Niles  
1000 Civic Center Drive  
Niles, Illinois 60714  
Fax: 847/588-8051

with a copy to:  
Joseph J. Annunzio  
Village Attorney  
Village of Niles  
1000 Civic Center Drive  
Niles, Illinois 60714  
Fax: 847/588-8051  
Attention: Corporate Counsel

B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

C. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
D. **Non-Waiver.** No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.

E. **Ownership and Capital Costs.** Glenview will own the entire dispatch system, except the pre-existing Niles radio infrastructure equipment installed in Niles and the antennae, which shall be owned by Niles.

F. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

G. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

H. **Severability.** It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

I. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. **Exhibits.** Exhibit A attached to this Agreement is, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

L. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.

M. **Changes in Laws.** Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
N. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.

O No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against Glenview and Niles.

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

VILLAGE OF GLENVIEW
By [Signature]
Village President
Attest [Signature]
Village Clerk

VILLAGE OF NILES
By [Signature]
Village President
Attest [Signature]
Village Clerk
EXHIBIT A

PAYMENT SCHEDULE

Dispatch Services costs for Niles Police joining GPSDC:

Year 1 2013: $ 650,000
Year 2 2014: $ 730,000
Year 3 2015: $ 786,000
Year 4 2018: $ 847,000
Year 5 2017: $ 912,000

One time capital improvement costs for Niles Police joining GPSDC:

<table>
<thead>
<tr>
<th>Capital Improvement Costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgetary Estimates</td>
<td></td>
</tr>
<tr>
<td>NG 911 Phone System</td>
<td>45,000</td>
</tr>
<tr>
<td>Voice Logging System</td>
<td>12,000</td>
</tr>
<tr>
<td>Console (dispatch furniture)</td>
<td>5,000</td>
</tr>
<tr>
<td>Training of Telecommunicators</td>
<td>12,500</td>
</tr>
<tr>
<td>Wireless pt-to-pt network (4.9GHz closed loop min.45-50Mbps wireless backhaul)</td>
<td>33,000</td>
</tr>
<tr>
<td>AT&amp;T 911 Infrastructure</td>
<td>10,000</td>
</tr>
<tr>
<td>Radio Infrastructure (Net 22, TAC5, PS Emergency Channel, antennas, misc.)</td>
<td>29,344</td>
</tr>
</tbody>
</table>

Quoted Amounts- See Attachment

| New World Licensing                                           | 194,201  |
| New World 1st Year SSMA                                      | 31,770   |
| New World Travel Expense                                     | 5,000    |

$377,815
October 3, 2012

Mr. Todd Hileman
Village Manager
Village of Glenview
1225 Waukegan Road
Glenview, IL 60025

RE: Resolution 2012-25R Authorizing an Intergovernmental Agreement by and between the Village of Glenview and the Village of Niles for Joint Public Safety Communications Services

Dear Mr. Hileman:

On behalf of the Board of Trustees of the Village of Niles, I am enclosing a certified copy of Resolution 2012-25R adopted at the September 25, 2012 Village of Niles Board meeting and two copies of the Dispatch Services Agreement Between the Village of Glenview and Village of Niles signed by President Robert Callero. When fully executed, please return one signed copy to me for my files.

Respectfully,

Marlene J. Victorine
Village Clerk

enclosures

cc: Village Manager George R. Van Geem
STATE OF ILLINOIS  
COUNTY OF COOK  

) ) SS

I, MARLENE J. VICTORINE, do hereby certify that I am the duly appointed and qualified Clerk of the Village of Niles, County of Cook and State of Illinois.

I DO FURTHER CERTIFY that the attached and foregoing is a true, correct, and complete copy of a legal document on file with the Village of Niles.

RESOLUTION 2012-25R A RESOLUTION OF THE VILLAGE OF NILES, COOK COUNTY, ILLINOIS AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF GLENVIEW AND THE VILLAGE OF NILES FOR JOINT PUBLIC SAFETY COMMUNICATIONS SERVICES

I FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the keeper of same.

I DO FURTHER CERTIFY that I am the keeper of the records, journal entries, ordinances, and resolutions of said Village of Niles, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Niles, this 3rd day of October, 2012.

[Signature]

Village Clerk of the Village of Niles
Cook County, State of Illinois
RESOLUTION 2012-25R

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF GLENVIEW AND THE VILLAGE OF NILES FOR JOINT PUBLIC SAFETY COMMUNICATIONS SERVICES

WHEREAS, the Village of Niles (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Village of Niles is continually evaluating services and operations to determine relevancy, efficiency, and the most cost effective means of service delivery; and

WHEREAS, Village staff has investigated opportunities for the provision of police dispatching services which would provide Village residents with as good or greater quality of service as they now receive at less cost; and

WHEREAS, as part of staff’s analysis, the Village has received a proposal from the Village of Glenview to establish an agreement for the emergency dispatch services available through the Glenview Public Safety Dispatch Center (GPSDC); and

WHEREAS, pursuant to the terms of this proposal, the Village would enter into a five year contractual agreement with the Village of Glenview which would include police dispatching services for all 911 and 10 digit emergency calls at a scope equal to or greater than Niles’ current contractual arrangements with the North Suburban Emergency Communication Center (NSECC); and

WHEREAS, pursuant to the proposal, the Village would realize considerable savings in terms of capital expenditures, as well as enhanced service capability.
NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the
Village of Niles, Cook County, Illinois, as follows:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS
clauses into this Resolution as though fully set forth therein thereby making the findings as
hereinabove set forth.

SECTION 2: The Village of Niles approves the Intergovernmental Agreement submitted by
the Village of Glenview, a copy of which is attached hereto as Exhibit “A” for a five year agreement
for police dispatching services, with an additional provision for a five year extension of services.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

PASSED: This 25th day of September 2012
AYES:  6  Hamusiak, Hynes, LoVerde, Palicki, Preston, Przybylo
NAYS:  0
ABSENT:  0

[Signature]
Village Clerk

APPROVED by me this 25th day of September, 2012.

[Signature]
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 25th day of September, 2012, and published in pamphlet
form as provided by law in the Village of Niles, Illinois.

[Signature]
Village Clerk