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 15.44a(b) states that each 9-1-1 authority or qualified governmental entity required to consolidate must file a consolidation plan by July 1, 2016.

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

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

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

- **General Information**: Contact and 9-1-1 System Information.
- **Verification**: Notarized statement of truth regarding information provided in the plan.
- **Letter of Intent**: Letter that is sent to the 9-1-1 System Provider with a copy of the plan.
- **Plan Narrative**: A summary of the changes of the proposed system's operation.
- **Financial Information**: A summary of anticipated implementation costs and annual operating costs of the consolidated or modified 9-1-1 system that are directly associated with 9-1-1 as well as the anticipated revenues.
- **5-Year Strategic Plan**: A detailed plan for implementation and financial projections.
- **Communities Served**: A list of all communities that are served by the 9-1-1 System.
- **Participating Agencies**: A list of public safety agencies (Police, Fire, EMS, etc.) who are dispatched by the 9-1-1 System.
- **Adjacent Agencies**: A list of public safety agencies (Police, Fire, EMS, etc.) that are adjacent to the 9-1-1 System's jurisdictional boundaries.

**Attachments (if applicable):**

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

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

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

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

Submit Completed 911 Plans/Waivers

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

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

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

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

Plan Narrative A detailed summary of the changes in the proposed system's operation.

Attachments (if applicable):

Network Diagram Provided by the 9-1-1 system provider showing trunking routing and backup configuration

Call Handling 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:** 11/22/2015

<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>La Salle County, La Salle City, Mendota, Ottawa, Marselles, Oglesby.</td>
<td></td>
<td>111241</td>
<td>1148</td>
</tr>
<tr>
<td>Peru ETSBs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>111241</td>
<td>1148</td>
</tr>
</tbody>
</table>

**System Name after Consolidation:** La Salle County Joint Emergency Telephone System Board

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## PSAP EFFECTED:

**PSAP EFFECTED:**

(Consolidation Plans Only)

<table>
<thead>
<tr>
<th>PSAP Name</th>
<th>Consolidation/Remain Open</th>
<th>Decommission/Close</th>
<th>Primary</th>
<th>Secondary</th>
</tr>
</thead>
<tbody>
<tr>
<td>La Salle County PSAP</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ottawa PSAP</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peru (Illinois Valley Regional Dispatch)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oglesby PSAP</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mendota PSAP</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>La Salle City PSAP</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Marselles (Paper ETSB / Dispatched By Ottawa PSAP)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**911 System Contact:** Thomas J. Templeton, La Salle County Joint ETSB Chairman

**Street Address:** 707 E. Aetna Road

**City, State and Zip Code:** Ottawa, Illinois 61354

**Office Telephone:** (815) 433-2161

**Cellular Telephone:**

**Email:** tjtempleton@lasallecounty.org

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**Wireless Coverage for Consolidated System:**

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

**Please check if applicable:**

- ____ NGS-1-1 capable
- ____ Receive 9-1-1 Text
- ____ Receive 9-1-1 Video
VERIFICATION

I, Thomas J. Templeton, first being duly sworn upon oath, depose and say that I am Chairman, of La Salle County JETS Board; 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.

[Signature]
Chairman La Salle County JETS Board

Subscribed and sworn to before me

this 3rd day of November, 2016

[Signature]
NOTARY PUBLIC, ILLINOIS

[Seal]
063016
(Date)

Paul Stoffels
(9-1-1 System Provider Company Representative)

Frontier Telephone Company
(9-1-1 System Provider Company Name)

35050 Butternut Lane
(Street Address)

Glen Ellyn, Illinois 60137
(City, State, Zip Code)

Dear Mr. Stoffels:

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,

Jerry Bleck,

For Tom Templeton, Chairman
La Salle County Joint ETSB

Jerry Bleck, Senior Consultant

PCS
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.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Do all of your PSAPs meet all of the requirements defined in 1325.415 and 1325.515</td>
</tr>
<tr>
<td>2.</td>
<td>Type of Radio/Telecommunications systems compatible with participating and adjacent agencies.</td>
</tr>
<tr>
<td></td>
<td>La Salle County Police Net: 155.6100 MHz</td>
</tr>
<tr>
<td></td>
<td>La Salle County Fire Net: 154.1900 MHz</td>
</tr>
<tr>
<td>3.</td>
<td>Will all PSAPs remaining after consolidation direct dispatch all emergency calls pursuant to section 1324.200(b)3)?</td>
</tr>
<tr>
<td>4.</td>
<td>Have you included maps to show the territory covered by the system?</td>
</tr>
<tr>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>5.</td>
<td>Have you included a listing of all telephone companies?</td>
</tr>
<tr>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>6.</td>
<td>Have you included a copy of the intergovernmental agreement, ordinance, resolution and/or contracts?</td>
</tr>
<tr>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>7.</td>
<td>Have you included a list of participating and adjacent agencies?</td>
</tr>
<tr>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>8.</td>
<td>Have you included financial information?</td>
</tr>
<tr>
<td></td>
<td>Plans submitted without this documentation will be rejected.</td>
</tr>
<tr>
<td>9.</td>
<td>Public education.</td>
</tr>
<tr>
<td></td>
<td>This is an existing 9-1-1 system(s) and does not require public education.</td>
</tr>
<tr>
<td>10.</td>
<td>Training.</td>
</tr>
<tr>
<td></td>
<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>
</tr>
<tr>
<td>11.</td>
<td>Use of TTY's and Training</td>
</tr>
<tr>
<td></td>
<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>
</tr>
</tbody>
</table>
12. Have you included call handling and aid outside jurisdictional boundary agreements? [X] Yes [ ] No
   Plans submitted without this documentation will be rejected.

13. Have you included a new system diagram? [X] Yes [ ] No
   Plans submitted without this documentation will be rejected.

13a. Does the new system diagram include all PSAP(s) and backup PSAP location(s)? [X] 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? [X] Yes [ ] No
   If no, please explain.

14a. Explain all aspects of the database, i.e., how often is it updated, where is it located, etc.

   The newly formed LaSalle County Joint Emergency Telephone Board will be responsible for the maintenance of the system, including the MSAG database. The maintenance will be completed by each PSAP under the La Salle JETS Board jurisdiction on an as needed basis.

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 and Frontier Telephone Companies presently provide 9-1-1 telephone network services within La Salle County. Under the consolidation plan, by mutual agreement AT&T and Frontier are cooperating to serve the entire county with Frontier as the single 9-1-1 service provider for the county's three (3) remaining PSAPs.

   The La Salle County Sheriff PSAP will remain open and service the rural areas of the county along with the smaller communities in the county.

   The Ottawa PSAP will remain open and service the Cities of Ottawa and Marseilles.

   The Peru PSAP will remain open and service the Cities of Peru, La Salle, Oglesby, and Mendota. This PSAP will operate as the Illinois Valley Regional Dispatch, a joint venture between these four (4) communities.

   All three (3) La Salle County PSAPs will be legacy based until the State of Illinois implements an IP based network which is expected to be completed in approximately the year 2020. Once the state provides the upgraded IP network, it is intended the La Salle County will move to the state network and offer NG 9-1-1 service.

(Please include additional pages if needed.)
NARRATIVE STATEMENT:

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

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

Plan Narrative:

La Salle County, La Salle City, Peru, Oglesby, Ottawa, Marseilles, and Mendota ETSBs have all decertified their individual ETSBs and have become members of a newly formed La Salle County Joint Emergency Telephone System Board. An intergovernmental agreement between all the party members of the newly formed La Salle County JETS Board has been executed and made part of this consolidation application. New 9-1-1 call handling agreements with participating and adjacent agencies have been executed reflecting the change to the new JETS Board. The La Salle County JETS Board plans to operate a total of three (3) PSAPs, one (1) at Ottawa, one (1) at the La Salle County Sheriff, and one (1) at the Peru Police Department, the Peru PSAP will now be known as the Illinois Valley Regional Dispatch (IVRD). This change will therefore reduce the number of ETSBs in the county from seven (7) to one (1) and reduces the number of PSAPs from six (6) to three (3), therefore allowing for full compliance with Illinois PA 089-030C.

The La Salle County JETS Board plans to keep all three (3) PSAPs operating in a legacy mode for the time being until the State of Illinois implements an IP based network suitable for 9-1-1 services, which is estimated to be completed in approximately the year 2020. When the new state-wide IP network is established the intent will be to migrate the three (3) PSAPs to the state network and to NG9-1-1 service.
FINANCIAL INFORMATION

Name of ETSB(s) that are being dissolved
La Salle County, La Salle City, Marseilles, Ottawa, Peru, Oglesby, and Mendota (Total Estimated To Transfer)

Total Reserves to be transferred to the Joint ETSB

$ ____________________________ $ 600,000.00

Dispatch Staff and Positions

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

12. Number of answering positions in the consolidated system

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

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

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

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

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

$ ____________________________ $ 0.00 0%

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

$ ____________________________ $ 0.00 0%

9-1-1 Network Cost (per year)

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

$ ____________________________ $ 160,000.00

b) Total network cost of consolidated system

$ ____________________________ $ 72,000.00

c) Net change in network costs:

$ ____________________________ $ 108,000.00

If no cost savings in network please explain:

N/A
FINANCIAL INFORMATION

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

<table>
<thead>
<tr>
<th>Network Cost</th>
<th>Estimated Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frontier Telephone</td>
<td>$72,000.00</td>
</tr>
</tbody>
</table>

Other Consolidation Cost

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PSAP, CPE, CAD Equipment, logging recorders</td>
<td>$255,000.00</td>
</tr>
<tr>
<td>MSAG and Mapping Development or changes</td>
<td>$35,100.00</td>
</tr>
<tr>
<td>Radio Consoles</td>
<td>$179,000.00</td>
</tr>
<tr>
<td>Construction or Remodel of PSAP</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Personnel</td>
<td></td>
</tr>
<tr>
<td>Other (Please place total amount in the blank at the right and explain below)</td>
<td>$</td>
</tr>
</tbody>
</table>

Recurring and Nonrecurring Cost (per year)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated nonrecurring cost for consolidation</td>
<td>$474,100.00</td>
</tr>
<tr>
<td>a) Recurring costs prior to consolidations (all entities)</td>
<td>$2,538,620.00</td>
</tr>
<tr>
<td>b) Proposed recurring cost for consolidated system</td>
<td>$2,056,280.00</td>
</tr>
<tr>
<td>c) Net change in recurring costs: a – b = c</td>
<td>$482,340.00</td>
</tr>
</tbody>
</table>

Revenue (per year)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected surcharge revenue</td>
<td>$975,000.00</td>
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<tr>
<td>Projected revenue from local governments</td>
<td>$481,280.00</td>
</tr>
<tr>
<td>Projected revenue from other sources (grants)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Revenue in reserves</td>
<td>$600,000.00</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>$2,056,280.00</td>
</tr>
</tbody>
</table>
FIVE YEAR STRATEGIC PLAN FOR CONSOLIDATION PLAN

(Provide a detailed summary of the proposed system's operation, including but not limited to, a five-year strategic plan for implementation of the consolidation plan with financial projections)

Narrative:

La Salle County, La Salle City, Peru, Oglesby, Ottawa, Marseilles, and Mendota ETSBs have all decertified their individual ETSBs and have become members of a newly formed La Salle County Joint Emergency Telephone System Board. An intergovernmental agreement between all the party members of the newly formed La Salle County JETS Board has been executed and made part of this consolidation application. New 9-1-1 call handling agreements with participating and adjacent agencies have been executed reflecting the change to the new JETS Board. The La Salle County JETS Board plans to operate a total of three (3) PSAPs, one (1) at Ottawa, one (1) at the La Salle County Sheriff, and one (1) at the Peru Police Department, the Peru PSAP will now be known as the Illinois Valley Regional Dispatch (IVRD). This change will therefore reduce the number of ETSBs in the county from seven (7) to one (1) and reduces the number of PSAPs from six (6) to three (3), therefore allowing for full compliance with Illinois PA 099-0006.

The La Salle County JETS Board plans to keep all three (3) PSAPs operating in a legacy mode for the time being until the State of Illinois implements an IP based network suitable for 9-1-1 services, which is estimated to be completed in approximately the year 2020. When the new state-wide IP network is established the intent will be to migrate the three (3) PSAPs to the state network and to NG9-1-1 service. There are also plans in place to replace or upgrade the CPE at all three (3) PSAPs so that all three will be capable of text to 9-1-1 services as well as NG9-1-1.
### 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>Cedar Point</td>
<td>201 S. Oak Street, Cedar Point, Illinois 61316</td>
</tr>
<tr>
<td>Dana</td>
<td>117 E. Washington Street, Dana, Illinois 61321</td>
</tr>
<tr>
<td>Earlville</td>
<td>210 W. Railroad Street, Earlville, Illinois 60518</td>
</tr>
<tr>
<td>Grand Ridge</td>
<td>130 W. Main Street, Grand Ridge, Illinois 61325</td>
</tr>
<tr>
<td>Kangley</td>
<td>Kangley, Illinois 61354</td>
</tr>
<tr>
<td>La Salle City</td>
<td>745 Second Street, La Salle, Illinois 61301</td>
</tr>
<tr>
<td>Leland</td>
<td>26 E. Genesee Street, Leland, Illinois 60531</td>
</tr>
<tr>
<td>Leonore</td>
<td>107 Monroe Street, Leonore, Illinois 61332</td>
</tr>
<tr>
<td>Lostant</td>
<td>107 W Third Street, Lostant, Illinois 61334</td>
</tr>
<tr>
<td>Marseilles</td>
<td>209 Lincoln Street, Marseilles, Illinois 61341</td>
</tr>
<tr>
<td>Mendota</td>
<td>800 Washington Street, Mendota, Illinois 61342</td>
</tr>
<tr>
<td>Naplate</td>
<td>2000 W. Ottawa Avenue, Naplate, Illinois 61350</td>
</tr>
<tr>
<td>North Utica</td>
<td>Post Office Box 188, Utica, Illinois 61373</td>
</tr>
<tr>
<td>Oglesby</td>
<td>110 E. Walnut Street, Oglesby, Illinois 61348</td>
</tr>
<tr>
<td>Ottawa</td>
<td>301 W. Madison Street, Ottawa, Illinois 61350</td>
</tr>
<tr>
<td>Peru</td>
<td>1901 Fourth Street, Peru, Illinois 61354</td>
</tr>
<tr>
<td>Ransom</td>
<td>203 E. Thomas Street, Ransom, Illinois 60470</td>
</tr>
<tr>
<td>Rutland</td>
<td>101 NW Front Street, Rutland, Illinois 61358</td>
</tr>
<tr>
<td>Sheridan</td>
<td>115 N. Robinson Street, Sheridan, Illinois 60551</td>
</tr>
<tr>
<td>Tonica</td>
<td>308 Uncas Street, Tonica, Illinois 61370</td>
</tr>
<tr>
<td>Troy Grove</td>
<td>Troy Grove, Illinois 61372</td>
</tr>
<tr>
<td>Wenona</td>
<td>226 Chestnut Street, Wenona, Illinois 61377</td>
</tr>
<tr>
<td>Agency</td>
<td>Address</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Allen Township Fire</td>
<td>102 S. Lincoln Street</td>
</tr>
<tr>
<td>AMT Ambulance Service</td>
<td>638 Lundy Street</td>
</tr>
<tr>
<td>Cedar Point Fire</td>
<td>201 Oak Street</td>
</tr>
<tr>
<td>Cedar Point Police</td>
<td>210 S. Oak Street</td>
</tr>
<tr>
<td>Dana Fire</td>
<td>115 E. Washington Street</td>
</tr>
<tr>
<td>Earlville Fire</td>
<td>99 East Street</td>
</tr>
<tr>
<td>Earlville Police</td>
<td>210 W. Railroad Street</td>
</tr>
<tr>
<td>Grand Ridge Fire</td>
<td>5 E. Main Street</td>
</tr>
<tr>
<td>Grand Ridge Police</td>
<td>130 W. Main Street</td>
</tr>
<tr>
<td>Illinois State Natural Resources</td>
<td>2971 E. 350th Road</td>
</tr>
<tr>
<td>Illinois State Police D17</td>
<td>2971 E. 350th Road</td>
</tr>
<tr>
<td>La Salle City Fire</td>
<td>1227 Fifth Street</td>
</tr>
<tr>
<td>La Salle City Police</td>
<td>746 Second Street</td>
</tr>
<tr>
<td>La Salle County Sheriff</td>
<td>707 Elta Street</td>
</tr>
<tr>
<td>Leland Ambulance</td>
<td>138 S. Railroad Street</td>
</tr>
<tr>
<td>Leland Fire</td>
<td>100 E. Railroad Street</td>
</tr>
<tr>
<td>Leland Police</td>
<td>180 N. Main Street</td>
</tr>
<tr>
<td>Leonore Fire</td>
<td>107 Monroe Street</td>
</tr>
<tr>
<td>Lostant Fire</td>
<td>100 E. First Street</td>
</tr>
<tr>
<td>Lostant Police</td>
<td>107 Third Street</td>
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<tr>
<td>Marseilles Area Ambulance</td>
<td>207 Lincoln Street</td>
</tr>
<tr>
<td>Marseilles Fire</td>
<td>205 Lincoln Street</td>
</tr>
<tr>
<td>Marseilles Police</td>
<td>142 Lincoln Street</td>
</tr>
<tr>
<td>Mendota Police</td>
<td>610 Main Street</td>
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<tr>
<td>Mendota Police</td>
<td>607 Eighth Avenue</td>
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<tr>
<td>Napake Fire</td>
<td>2000 Ottawa Avenue</td>
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<tr>
<td>Napake Police</td>
<td>West Ottawa Avenue</td>
</tr>
<tr>
<td>North Utica Police</td>
<td>801 Clerk Street</td>
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<tr>
<td>Oglesby Fire</td>
<td>500 S. Columbia Avenue</td>
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<tr>
<td>Oglesby Police</td>
<td>128 W. Walnut Street</td>
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<tr>
<td>Oglesby Volunteer Ambulance</td>
<td>500 S. Columbia Avenue</td>
</tr>
<tr>
<td>Ottawa Ambulance</td>
<td>301 W. Lafayette Street</td>
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<tr>
<td>Ottawa Fire</td>
<td>301 W. Lafayette Street</td>
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<tr>
<td>Ottawa Police</td>
<td>507 Eighth Avenue</td>
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<tr>
<td>Peru Fire</td>
<td>1901 Fourth Street</td>
</tr>
<tr>
<td>Peru Police</td>
<td>1503 Fourth Street</td>
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<tr>
<td>Peru Volunteer Ambulance</td>
<td>111 6th Street</td>
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<tr>
<td>Reading Fire</td>
<td>1634 S. Vermillion Street</td>
</tr>
<tr>
<td>Serena Fire</td>
<td>133 Illinois Rd. 52</td>
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<tr>
<td>Sheridan Fire</td>
<td>185 N. Robinson Street</td>
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<td>Sheridan Police</td>
<td>115 N. Robinson Street</td>
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<tr>
<td>Sonomauk Police</td>
<td>143 W. DeKalb Street</td>
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<tr>
<td>Standard Fire Department</td>
<td>121 W. Highway 71</td>
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<tr>
<td>Streator Fire</td>
<td>105 N. Wasson Street</td>
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<td>Tolonica-Rutland Fire District</td>
<td>322 W. Railroad Avenue</td>
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<tr>
<td>Tonica Fire</td>
<td>507 N. First Street</td>
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<td>Tonica Police</td>
<td>305 Ursas Street</td>
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<td>Troy Grove Fire District</td>
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<td>Utica Fire</td>
<td>2845 N. US Rd. 175</td>
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<tr>
<td>Wallace Fire</td>
<td>1815 US Rd. 6</td>
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<td>Wenona EMS/East Marshall Co. EMS</td>
<td>210 N. Chestnut Street</td>
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<tr>
<td>Wenona Fire</td>
<td>200 S. Chestnut Street</td>
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<tr>
<td>Wenona Police</td>
<td>203 N. Chestnut Street</td>
</tr>
</tbody>
</table>
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Allen Twp Fire Protection District for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - County Wide Paging - Radio Freq: 151.460

Secondary: Pager - (815) 586-4795 (Dial #98) Give Message

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 - County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 - County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Allen Twp Fire Protection District

[Signature]

[Name/Please Print or Type]

[Title] (Date) 10-10-16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Advanced Medical Transport (AMT) for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (800) 457-1143 AMT Central Dispatch

Secondary: (815) 872-7485

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (800) 457-1143 AMT Central Dispatch

Secondary: (815) 872-7485

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (800) 457-1143 AMT Central Dispatch

Secondary: (815) 872-7485

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Advanced Medical Transport (AMT)

(Signature)

(Name/Please Print or Type)

(Date) 11/4/16

(Title)
For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Cedar Point Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - County Wide Paging - Radio Freq: 151.460

Secondary: (815) 481-3425

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 - County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 - County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Cedar Point Fire Department

Kevin Sould

Chief (Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Cedar Point Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio Freq. 155.145

Secondary: (615) 433-2161

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (615) 433-5142 - County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (615) 433-5142 - County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regard to whether the area 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisors and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton - Chairman

For: Cedar Point Police Department

[Signature]

[Name & Title - Please Print or Type]

[Date: 11/11/2016]
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Dana Fire Protection District for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Zetron Dial Encoder Pager (815) 854-2450 (Dial Code 904)

Secondary: (309) 208-6365

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 - County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 - County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received. All agreements, management, records and services shall be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Dana Fire Protection District

Signature

Title

Date of Board of Trustees 11/4/16
Date: September 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Earlville Ambulance for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815) 223-4444 or (815) 223-2151 Ext 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (Direct 911 Transfer to IVRD PSAP

Secondary: (815) 223-4444 or (815) 223-2151 Ext 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 154.190 - 1S: 33.25

Secondary: Direct Dispatch - Radio Freq: 155.310

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of calls. All records will be available to all participants of the 9-1-1 System.

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

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Earlville Ambulance

[Signature]

Brent Hanson

(Name/Please Print or Type)

EMS Chief

(Date) 11/1/16

(Title)
Date: September 21, 2015

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Earlville Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP - Back up (815) 223-2141

Secondary: (815) 223-2141 or (815) 223-2151 Ext 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP - Back up (815) 223-2141

Secondary: (815) 223-2141 or (815) 223-2151 Ext 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 154.160 - 151.3325

Secondary: Direct Dispatch - Radio Freq: 155.310

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint ETSB

[Signature]

Thomas J. Templeton - Chairman

For: Earlville Fire Department

[Larry Todd]

Name/Title: Fire Chief

(Date) 11-1-16
Date: September 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the EARLVILLE POLICE DEPARTMENT for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815)223-2311 or (815)223-2151 Ext 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815)223-2311 or (815)223-2151 Ext 0

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Radio Dispatch - Radio Freq: 155.490


AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: EARLVILLE POLICE DEPARTMENT

[Signature]

Joseph Plumlee

(Name/Please Print or Type)

Police Chief (Date) 10/3/16 (Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Grand Ridge Fire & Ambulance for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:

Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: County Wide Paging - Radio Freq: 161.460

Secondary: (815) 248-6601 ( Dial Code 067 ) Give Message

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 - County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 - County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of calls. All records will be available to all participants of the 9-1-1 System.

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

For: La Salle County Joint—ETSB

Thomas J. Templeton – Chairman

For: Grand Ridge Fire & Ambulance

Signature

Michael Jorgel

(name/please print or type)

(title)

Date 10/12/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Grand Ridge Police Department for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Radio Freq: 155.145

Secondary: (815) 257-9989

Calls received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-6142 County 10 Digit Emergency Number

Calls received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-6142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times, and places of 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 origin of the call and the disposition of each call received.

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

For: La Salle County Joint-ETSB

Thomas J. Tubbs - Chairman

For: Grand Ridge Police Department

(Signature)

Joshua Jabeck<br>
(Name/Please Print or Type)

Chief of Police (Title) 10/18/16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Illinois Department of Natural Resources for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 230-7033
Secondary: (815) 224-1171

Calls Received by Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (866) 230-7033
Secondary: (815) 230-7033

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 230-7033
Secondary: (815) 230-7033

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Illinois Department of Natural Resources

CTP Laura A. Petreikis #328
(Signature)

CTP LAURA A. PETREIKIS #328
(Name/Please Print or Type)
CAPTAIN (Date) 10/31/2016
(Title)

(815) 985-1625 SGT PHIL WIRE
(309) 230-7033 CPT LAURA PETREIKIS
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Illinois State Police Dist 17 for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 224-1150

Secondary: (815) 224-1151 (815) 632-4075

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 224-1150

Secondary: (815) 224-1151 (815) 632-4075

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 224-1150

Secondary: (815) 224-1151 (815) 632-4075

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Illinois State Police Dist 17

Dustin A. Corder # 4991

(Lieutenant) (Date) 10/27/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the La Salle Fire & Emergency Services for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP - Back up (815) 223-2131

Secondary: (815) 223-0834

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP - Back up (815) 223-2141

Secondary: (815) 223-2151

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 151.355

Secondary: Direct Dispatch - Radio Freq: 151.355 on Secondary Tower

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received.
All agreements, management, records and services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton - Chairman

For: La Salle Fire & Emergency Services

[Signature]

[Name/Print or Type]

[Title] (Date) 10-1-16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the La Salle Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: Radio Freq: 155.370 Point to Point

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: Radio Freq: 155.370 Point to Point

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 154.815

Secondary: Point to Point Radio Freq: 155.370

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: La Salle Police Department

Robert Uranich
(Signature)

Chief of Police (Date) 10-11-16

(Name/Please Print or Type)

(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the La Salle County Sheriff’s Office for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: La Salle County Sheriff’s Office

[Signature]
[Name/Title/Put or Print]
Sheriff
[Date] 10/4/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Leland Ambulance for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP (815) 895-2165

Secondary: (815) 495-2341

Calls received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP (815) 895-2155

Secondary: (815) 495-2341

Calls received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP (815) 895-2155

Secondary: (815) 495-2341

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 number.

The PSAP agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Leland Ambulance

[Signature]

[Name/Title/Print or Type]

[Title] 10/11/15
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between La Salle County Joint Emergency Telephone System Board and the Leland Fire Protection District for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP - Back up (815) 895-2165

Secondary: (815) 495-2341

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP - Back up (815) 895-2165

Secondary: (815) 495-2341

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP - Back up (815) 895-2165

Secondary: (815) 495-2341

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received.

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

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: Leland Fire Protection District

[Signature]
DAN HECATHORN
(Need Print or Type)
FIRE CHIEF
(Title)
(Date) 10/1/11
Date: September 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Leland Police Department for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815)223-2311 or (815)-223-2151 Ext 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815)223-2311 or (815)-223-2151 Ext 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 155.490

Secondary: Direct Dispatch - Radio Freq: 151.340

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: Leland Police Department

[Signature]
STANLEY L. SMITH
(Name:Please Print or Type)

(Title)

Commander (Date) 12-05-15
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Leonore Fire Department for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch County Wide Paging - Freq: 151.460

Secondary: Dial Encoder (815) 856-3776 (Dial Code 096)

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Leonore Fire Department

(Signature)

(Name/Please Print or Type) (Date) 11/1/16

(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the LaSalle Fire Department for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - County Wide Paging - Radio Freq: 151.460

Secondary: (815) 780-0846

 Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 911 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: LaSalle Fire Department

[Signature]

[Name/Print or Type]

[Title] (Date) 10/24/16
Date: August 17, 2018

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Lostant Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 155.145

Secondary: (815) 712-9995

Calls received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

Calls received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-6142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 returned to your agency's published telephone number.

The PSAP agrees to keep all records, times and places of 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 record of the call and the disposition of each call received.

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

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Lostant Police Department

Darin Crask
Chief of Police

(Signature)

(Date) 10/13/16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Marseilles Ambulance Service for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Ottawa Central Dispatch PSAP

Secondary: (815) 433-2131

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 155.175

Secondary: Radio Frequency 154.190 or (815) 795-7357

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Ottawa Central Dispatch PSAP

Secondary: (815) 433-2131

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Marseilles Ambulance Service

[Signature]

[Name/Title]

(Date)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Marseilles Fire Protection District for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:

Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Ottawa Central Dispatch - Back up (815) 795-2121

Secondary: Radio Freq: 154.190 Also (815) 433-2121

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 154.190

Secondary: Radio Freq: 155.175 or (815) 795-7387

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Ottawa Central Dispatch - Back up (815) 795-2121

Secondary: Radio Freq: 154.190 Also (815) 433-2121

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Marseilles Fire Protection District

Michael Garrison
(Signature)
Michael Garrison
(Name/Please Print or Type)
FIRE CHIEF (Title)
(Date) 10/26/16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Marseilles Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

- **Primary:** Direct 911 Transfer to Ottawa Central Dispatch

- **Secondary:** (815) 795-2131

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

- **Primary:** Direct Dispatch Radio Freq: 156.210

- **Secondary:** Radio Frequency 155.810

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

- **Primary:** Direct 911 Transfer to Ottawa Central Dispatch

- **Secondary:** (815) 795-2131

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

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For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Marseilles Police Department

[Signature]

James Havious

[Name/Purpose/Title]

Chief of Police (Date) 10/27/16
Date: September 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Mendota Fire & EMS for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815)223-2141 or (815)223-2151 Ext 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815)223-2141 or (815)223-2151 Ext 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 155.310

Secondary: I am responding

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J Templeton – Chairman

For: Mendota Fire & EMS

[Dennis Rutishauser]

(Degree) (Name/Print or Type)

Fire Chief (Date) 9/21/2016 (Title)
Date: September 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Mendota Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815)223-2311 or (815)223-2151 Ext 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815)223-2311 or (815)223-2181 Ext 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 151.340

Secondary: Point to Point Freq: 155.370

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas D. Templeton – Chairman

For: Mendota Police Department

Thomas Smith

(Signature)

(Name/Please Print or Type)

Police Chief (Date) 9/21/2016

>Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between La Salle County Joint Emergency Telephone System Board and the Naplate Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - County Wide Paging - Radio Freq: 151.460

Secondary: (815) 955-9246

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-6142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-6142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: Naplate Fire Department

[Signature]
Jared R. Mitchell
(Name/Print or Type)

Trustee of Public Safety (Title) 11-7-16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Naplate Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 155.145

Secondary: (815) 433-2161

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Naplate Police Department

(Signature)

GARY L. COX
(Name/Please Print or Type)

CHIEF (Date) 11-3-16
(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the North Utica Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 155.145

Secondary: (815) 867-4613

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: North Utica Police Department

Signature

(Name Please Print or Type)

(Date) 2-26-16

(Title)
CALL HANDLING AND
AID OUTSIDE OF JURISDICTIONAL BOUNDARIES
AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority and the (Public Safety Agency)
Oglesby Ambulance Service, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) LaSalle County Joint Emergency Telephone System (Ottawa PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 815-223-4444 (state radio frequency or telephone number)
Secondary: 815-223-2311 (state radio frequency or telephone number)

(9-1-1 System Name) LaSalle County Joint Emergency Telephone System (Illinois Valley Regional Dispatch PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 155.235 Oglesby Ambulance Primary (state radio frequency or telephone number)

9-1-1 System Name) LaSalle County Joint Emergency Telephone System (La Salle County Sheriff PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 815-223-4444 (state radio frequency or telephone number)
Secondary: 815-223-2311 (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency's published telephone number. The PSAP centers agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record 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.

La Salle County Joint Emergency Telephone System
9-1-1 Authority

By: ____________________________
Title: La Salle County ETSB Chairman

Oglesby Ambulance Service
Public Safety Agency

By: ____________________________
Title: Oglesby Ambulance Director
CALL HANDLING AND AID OUTSIDE OF JURISDICTIONAL BOUNDARIES AGREEMENT

For 9-1-1 Emergency Communications

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

Call Handling:

(9-1-1 System Name) LaSalle County Joint Emergency Telephone System (Ottawa PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 815-223-2141 (state radio frequency or telephone number)

Secondary: 815-223-2311 (state radio frequency or telephone number)

(9-1-1 System Name) LaSalle County Joint Emergency Telephone System (Illinois Valley Regional Dispatch PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 155.235 Oglesby Fire Primary (state radio frequency or telephone number) Repeater channel has been ordered and will replace this frequency when it comes in.

9-1-1 System Name) LaSalle County Joint Emergency Telephone System (La Salle County Sheriff PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 815-223-2141 (state radio frequency or telephone number)

Secondary: 815-223-2311 (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency’s published telephone number. The PSAP centers agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record 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.

La Salle County Joint Emergency Telephone System
9-1-1 Authority

By: [Signature]
Title: La Salle County ETSB Chairman

Oglesby Fire Department
Public Safety Agency

By: [Signature]
Title: Fire Chief
CALL HANDLING AND
AID OUTSIDE OF JURISDICTIONAL BOUNDARIES
AGREEMENT

For 9-1-1 Emergency Communications

This agreement is made between the 9-1-1 Authority and the (Public Safety Agency) Oglesby Police Department, for the purpose of effective handling and routing of 9-1-1 emergency calls.

Call Handling:

(9-1-1 System Name) LaSalle County Joint Emergency Telephone System (Ottawa PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 815-223-2311 (state radio frequency or telephone number)
Secondary: 815-223-2141 (state radio frequency or telephone number)

(9-1-1 System Name) LaSalle County Joint Emergency Telephone System (Illinois Valley Regional Dispatch PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 155.7825/158.8275 Oglesby Police Department Primary Repeater (state radio frequency or telephone number)
Secondary: 155.610A Oglesby Police Department Channel 2 (state radio frequency or telephone number)

9-1-1 System Name) LaSalle County Joint Emergency Telephone System (La Salle County Sheriff PSAP) receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 815-223-2311 (state radio frequency or telephone number)
Secondary: 815-223-2141 (state radio frequency or telephone number)

AID OUTSIDE JURISDICTIONAL BOUNDARIES:

Once an emergency unit is dispatched in a response through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries. The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or nonemergency nature shall be referred to your agency’s published telephone number. The PSAP centers agree to keep all records, times, and places of all calls. All records must be available to all participants of the 9-1-1 system. It shall be the responsibility of your agency to maintain the record 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.

La Salle County Joint Emergency Telephone System
9-1-1 Authority

By: _________________________
Title: La Salle County ETSB Chairman

Oglesby Police Department
Public Safety Agency

By: _________________________
Title: Police Chief
La Salle County Joint-Emergency Telephone System Board

Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Ottawa Ambulance for the purpose of effective handling and routing of 911 Emergency Calls:

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Ottawa Central Dispatch PSAP

Secondary: (615) 433-2131

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:
Primary: Direct Dispatch - Radio Freq: 151.175

Secondary: Radio Freq: 154.1300

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:
Primary: Direct 911 Transfer to Ottawa Central Dispatch PSAP

Secondary: (615) 433-2131

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: Ottawa Ambulance

[Signature]
Steve Haywood
(Name/Print or Type)

Fire Chief (Date) 10-10-16 (Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Serena Fire District for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - County Wide Paging - Freq: 151.460

Secondary: (815) 496-2629

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Serena Fire District

Steven Kellogg

(Signature)

(Name/Print or Type)

Chief (Date) 10-8-16

(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Ottawa Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**

Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Ottawa Central Dispatch - Back up (815) 433-2313

**Secondary:** (815) 433-2313

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Dispatch - Radio Freq: 151.750

**Secondary:** Radio Freq: 154.1300

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Ottawa Central Dispatch - Back up (815) 433-2313

**Secondary:** (815) 433-2313

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

**For La Salle County Joint-ETSB**

[Signature]

Thomas J. Templeton – Chairman

**For Ottawa Fire Department**

[Signature]

[Name/Title]

[Date] 10-10-16 (Date)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Ottawa Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Ottawa Central Dispatch - Back up (815) 433-2131

Secondary: (815) 433-6172

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 151.3850

Secondary: (815) 433-6172

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Ottawa Central Dispatch - Back up (815) 433-2131

Secondary: (815) 433-6172

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Ottawa Police Department

[Signature]

[Name/Print/Pronounce]

[Title] (Date) 10/1/10
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Peru Volunteer Ambulance Service for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815) 223-4444 or (815) 223-2151 ext. 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP

Secondary: (815) 223-4444 or (815) 223-2151 ext. 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 154.040/156.015 Primary Repeater

Secondary: Direct Dispatch - Radio Freq: 154.040 Simplex Freq Channel 2

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas B. Templeton – Chairman

For: Peru Volunteer Ambulance Service

Mark Roberson

EMS Chief (Date) 9/21/16 (Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Peru Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**

Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to IVRD PSAP

**Secondary:** (815) 223-2141 or (815) 223-2151 ext. 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to IVRD PSAP

**Secondary:** (815) 223-2141 or (815) 223-2151 ext. 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Dispatch - Radio Freq. 154.400/153.950 Primary Repeater

**Secondary:** Direct Dispatch - Radio Freq. 154.400 Simplex Freq Channel 2

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Peru Fire Department

[Signature]

Jeff King

(Name/please print or type)

Fire Chief (Date) 5/21/16

(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Peru Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**

Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to IVRD PSAP - Back up Radio Freq: 155.370 PTP

**Secondary:** (815) 223-2311 or (815) 223-2151 ext. 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to IVRD PSAP - Back up Radio Freq: 155.370 PTP

**Secondary:** (815) 223-2311 or (815) 223-2151 ext. 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Dispatch - Radio Freq: 155.790 / 159.405 Primary Repeater

**Secondary:** Direct Dispatch - Radio Freq: 155.790 Simplex Freq, Channel 2

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas L. Templeton – Chairman

For: Peru Police Department

[Signature]

Douglas L. Bernabei

(Name/Title)

Chief of Police (Date) 9-21-16
Date: August 17, 2018

For 9-1-1 Emergency Communications

This agreement made between La Selle County Joint Emergency Telephone System Board and the Reading Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Selle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 844-0811 - LIVCOM PSAP
Secondary: LEADS CDC / CKR

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 844-0811 - LIVCOM PSAP
Secondary: LEADS CDC / CKR

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 844-0811 - LIVCOM PSAP
Secondary: LEADS CDC / CKR

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services to the requesting party without regret 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received. All agreements, management, records and services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton - Chairman

For: Reading Fire Department

Paul M. Losey
Chieft

(Signed)
(Date) 11/3/2016
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Serena Fire District for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Dispatch - County Wide Paging - Freq: 151.460

**Secondary:** (815) 496-2629

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to La Salle County PSAP

**Secondary:** (815) 433-5142 County 10 Digit Emergency Number

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to La Salle County PSAP

**Secondary:** (815) 433-5142 County 10 Digit Emergency Number

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Serena Fire District

(Signature)

(Name/Please Print or Type) (Date)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Sheridan Fire Protection District for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - County Wide Paging - Freq: 151.460

Secondary: (815) 496-2266

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Sheridan Fire Protection District

[Signature]

[Title] (Date) 10/5/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Sheridan Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 155.145

Secondary: (315) 712-1945

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:
Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (315) 433-5142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:
Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (315) 433-5142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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, records, and services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Sheridan Police Department

CHARLES BERGERON
Chief of Police (Date) 10-13-16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Somonauk Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 498-2351

Secondary: (815) 895-2157

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 498-2351

Secondary: (815) 895-2157

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 498-2351

Secondary: (815) 895-2157

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: Somonauk Police Department

[Signature]
Richard A Smith

(Name/Please Print or Type)

[Signature]
(Title) 11-17-16

(Date)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Standard Fire Protection District for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - County Wide Paging Radio Freq: 151.480

Secondary: (815) 925-7015

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Standard Fire Protection District

(Signature)

(Name/Please Print or Type)

ASST. FIRE CHIEF (Date) 10/1/16

(Title)
Date: August 17, 2018

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Streator Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to LIVCOM PSAP Back up (815) 672-3111
Secondary: (815) 672-2121

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to LIVCOM PSAP Back up (815) 672-3111
Secondary: (815) 672-2121

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to LIVCOM PSAP Back up (815) 672-3111
Secondary: (815) 672-2121

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Streator Fire Department

[Signature]

Gary Bird

(Name/Please Print or Type)

Fire Chief (Date) 10-11-2016

(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Toluca - Rutland Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the LaSalle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115 - Marshall County PSAP

Secondary: (309) 246-2125 - Marshall County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115 - Marshall County PSAP

Secondary: (309) 246-2125 - Marshall County PSAP

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115 - Marshall County PSAP

Secondary: (309) 246-2125 - Marshall County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: LaSalle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Toluca - Rutland Fire Department

(Jersey Faw)

Signature

(Name/Please Print or Type)

Chief (Date) 11-21-16

(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Tonica Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - County Wide Paging - Radio Freq: 151.460

Secondary: (815) 488-7905

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency call is dispatched in response to a request through the system, such unit shall render it's services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Tonica Fire Department

Signature

(Name/Please Print or Type) (Date)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Tonica Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq. 155.145

Secondary: (815) 442-3200

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to La Salle County PSAP

Secondary: (815) 433-5142 County 10 Digit Emergency Number

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Tonica Police Department

(Date) 10-9-16

(Title)
Date: September 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Troy Grove Fire District for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**

Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to IVRD PSAP

**Secondary:** (815)-223-2141 or (815)-223-2151 Ext 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to IVRD PSAP

**Secondary:** (815)-223-2141 or (815)-223-2151 Ext 0

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct Dispatch - Radio Freq: 155.310

**Secondary:** I am responding

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Troy Grove Fire Department

[Signature]

Dennis Rutishauser

(Title) District Fire Chief

(Date) 9/21/2016
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Utica Fire & Ambulance for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP  Back up (815) 667-4444

Secondary: (815) 883-8404

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to IVRD PSAP  Back up (815) 667-4444

Secondary: (815) 883-8404

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct Dispatch - Radio Freq: 151.205

Secondary: Radio Freq: 155.6625

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Utica Fire & Ambulance

Benjamin Brown

(Signature)

Benjamin Brown

(Name/Please Print or Type)

Fire Chief (Date) 10/12/16

>Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Wenvon Fire & Ambulance Eastern Marshall for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 249-2115 Marshall County PSAP

Secondary: (309) 579-1715

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the
following manner:

Primary: (309) 249-2115 Marshall County PSAP

Secondary: (309) 579-1715

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the
following manner:

Primary: (309) 249-2115 Marshall County PSAP

Secondary: (309) 579-1715

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, each unit shall render it's services 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 agrees to keep all records, times and places of 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 one call and the disposition of each call received.

All agreements, amendments, addenda and services will be the responsibility of the advisors and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton -- Chairman

For: Wenvon Fire & Ambulance Eastern Marshall Co. EMS

Anne Newhalfen

(Authorized)

Anne Newhalfen

(Name/Print or Type)

President

(Date) 10/16/16

(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between La Salle County Joint Emergency Telephone System Board and the Wenona Fire & Ambulance for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115 Marshall County PSAP

Secondary: (309) 579-1715

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115 Marshall County PSAP

Secondary: (309) 579-1715

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115 Marshall County PSAP

Secondary: (309) 579-1715

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received.

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

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: Wenona Fire & Ambulance (fire only)

[Signature]
Bob Krischel
(Name/Please Print or Type)
Fire Chief (Title) (Date) 10/14/2016
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Wesson Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115

Secondary: LEADS CDC / HXM

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115

Secondary: LEADS CDC / HXM

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 246-2115

Secondary: LEADS CDC / HXM

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Wesson Police Department

Chief of Police

Chief of Police (Date) 10/18/16
<table>
<thead>
<tr>
<th>Agency</th>
<th>Address</th>
<th>City</th>
<th>ST</th>
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<td>10-33 Ambulance Service</td>
<td>3 Wolfe Industrial Drive</td>
<td>Spring Valley</td>
<td>IL</td>
<td>61362</td>
<td>(815) 663-8653</td>
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<td>Arlington Fire</td>
<td>204 Jay Avenue</td>
<td>Arlington</td>
<td>IL</td>
<td>61312</td>
<td>(815) 938-2328</td>
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<td>BuComm (Bureau County)</td>
<td>616 Elm Place</td>
<td>Princeton</td>
<td>IL</td>
<td>61356</td>
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<td>Compton Fire Department</td>
<td>100 N. Fourth Street</td>
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<td>61313</td>
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<td>61320</td>
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<td>Dalzell Police</td>
<td>402 S. Lucy Street</td>
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<td>61320</td>
<td>(815) 664-4485</td>
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<td>DeKalb County Sheriff</td>
<td>150 N. Main Street</td>
<td>Sycamore</td>
<td>IL</td>
<td>60178</td>
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<td>Grundy County Sheriff</td>
<td>111 E. Washington Street</td>
<td>Morris</td>
<td>IL</td>
<td>60480</td>
<td>(815) 942-0386</td>
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<td>KenCom (Kendall County)</td>
<td>1102 Cornell Lane</td>
<td>Yorkville</td>
<td>IL</td>
<td>60560</td>
<td>(330) 553-7500</td>
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<td>Ladd Fire</td>
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<td>Lee County Sheriff</td>
<td>305 S. Hennepin Avenue</td>
<td>Dixon</td>
<td>IL</td>
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<td>Liv-Com (Livingston County)</td>
<td>644 W. Lincoln Street</td>
<td>Pontiac</td>
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<td>(815) 364-3199</td>
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<td>302 Market Street</td>
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<td>Magnolia Fire</td>
<td>107 N. Chicago Street Box 116</td>
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<td>IL</td>
<td>61338</td>
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<td>Marshall County Sheriff</td>
<td>520 Sixth Street</td>
<td>Lacon</td>
<td>IL</td>
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<td>McNabb Fire</td>
<td>P.O. Box 80</td>
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<td>IL</td>
<td>61335</td>
<td>(815) 822-2333</td>
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<td>Minook Fire / EMS</td>
<td>660 Chestnut Street</td>
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<td>IL</td>
<td>61760</td>
<td>(815) 432-2717</td>
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<td>Morris Fire / EMS</td>
<td>2301 Ashton Road</td>
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<td>IL</td>
<td>60450</td>
<td>(815) 904-2121</td>
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<td>MVK Ambulance</td>
<td>604 Front Street, Box 316</td>
<td>Mazon</td>
<td>IL</td>
<td>60444</td>
<td>(815) 942-0336</td>
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<td>Newark Ambulance Service</td>
<td>101 E. Main Street</td>
<td>Newark</td>
<td>IL</td>
<td>60641</td>
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<td>Newark Fire Protection District</td>
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<td>IL</td>
<td>60641</td>
<td>(815) 695-6147</td>
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<td>Paw Paw Fire Department</td>
<td>241 Elizabeth Street</td>
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<td>IL</td>
<td>61333</td>
<td>(815) 327-3511</td>
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<td>PCEMS Putnam County EMS</td>
<td>391 E. Highway 89 Box 219</td>
<td>McNabb</td>
<td>IL</td>
<td>61335</td>
<td>(815) 925-7084</td>
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<td>Putnam County Sheriff</td>
<td>120 N. Fourth Street</td>
<td>Hennepin</td>
<td>IL</td>
<td>61227</td>
<td>(815) 225-7015</td>
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<td>Sandwich Fire</td>
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<td>Seneca Ambulance Service</td>
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<td>Seneca Police</td>
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<td>145 W. DeKalb Street</td>
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<td>IL</td>
<td>60552</td>
<td>(815) 459-2218</td>
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<tr>
<td>Spring Valley Fire</td>
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<td>Spring Valley Police</td>
<td>215 N. Greenwood Street</td>
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<td>IL</td>
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<td>Streator Fire</td>
<td>204 S. Bloomington Street</td>
<td>Streator</td>
<td>IL</td>
<td>61354</td>
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<td>Sublette Fire Department</td>
<td>201 N. Richmond Street</td>
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<td>West Brooklin Fire Department</td>
<td>2506 Johnson Street Box 109</td>
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<td>IL</td>
<td>61378</td>
<td>(815) 825-3001</td>
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<td>Woodford County Sheriff</td>
<td>111 E. Court Street</td>
<td>Eureka</td>
<td>IL</td>
<td>61530</td>
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</table>
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the 10/33 Ambulance for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuECom PSAP (815) 872-1420

Secondary: Radio Freq: 155.370 - PTP BuECom PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuECom PSAP (815) 872-1420

Secondary: Radio Freq: 155.370 - PTP BuECom PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuECom PSAP (815) 872-1420

Secondary: Radio Freq: 155.370 - PTP BuECom PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without
regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: 10/33 Ambulance

Signature: [Signature]

Name/Title (Date): [Name/Please Print or Type] (Date) 10/24/16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Arlington Fire Protection District for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 872-1420

Secondary: Radio Freq: 155.370 PTP BuEComm PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 872-1420

Secondary: Radio Freq: 155.370 PTP BuEComm PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 872-1420

Secondary: Radio Freq: 155.370 PTP BuEComm PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Arlington Fire Protection District

Nicholas Drummer

Chief

(Date) 11-14-16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Bureau County Sheriff's Office for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Bureau County PSAP (Back up Radio Freq: 155.370) PTP

Secondary: (815) 875-3344 Ext 0

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Bureau County PSAP (Back up Radio Freq: 155.370) PTP

Secondary: (815) 875-3344 Ext 0

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Bureau County PSAP (Back up Radio Freq: 155.370) PTP

Secondary: (815) 875-3344 Ext 0

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton - Chairman

For: Bureau County Sheriff's Office

[Signature]

JAMES E. REED

(NAME/PRINT OR TYPE)

SHERIFF

(Date) 10/12/16

(TITLE)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Compton Fire Protection District for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the
following manner:

Primary: Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the
following manner:

Primary: Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton - Chairman

For: Compton Fire Protection District

Charles Montavon

Fire Chief

Signature

(Date) 11/3/16

(Name/Please Print or Type)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Dazell Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 872-1420

Secondary: (815) 663-7371

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 872-1420

Secondary: (815) 663-7371

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 872-1420

Secondary: (815) 663-7371

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Dazell Fire Department

[Signature]

Richard L Crossed

[Name/Please Print or Type]

Fire Chief

[Title] (Date) 10/24/2014
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Dazell Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 875-3344

Secondary: (815) 683-1514

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 875-3344

Secondary: (815) 683-1514

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 875-3344

Secondary: (815) 683-1514

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received. All agreements, management, records and services will be the responsibility of the advisory and policy boards.

For: La Salle County Joint-ETSAB

[Signature]
Thomas J. Templeton – Chairman

For: Dazell Police Department

[Signature] #100

Mark A. Manicki
Chief
(Date) 10/12/14

(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the DeKalb County Sheriff's Office for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to DeKalb County PSAP (Back up (815) 895-2155)

**Secondary:** (815) 895-2157

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to DeKalb County PSAP (Back up (815) 895-2155)

**Secondary:** (815) 895-2157

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to DeKalb County PSAP (Back up (815) 895-2155)

**Secondary:** (815) 895-2157

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

**Signature**

Thomas J. Templeton – Chairman

For: DeKalb County Sheriff's Office

**Signature**

Roger Scott

(Name/Please Print or Type)

Sheriff (Date) 11-14-15

(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Grundy County PSAP for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back Up - (815) 942-0336
Secondary: LEADS CDC / A7H or A7G

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back Up - (815) 942-0336
Secondary: LEADS CDC / A7H or A7G

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back Up - (815) 942-0336
Secondary: LEADS CDC / A7H or A7G

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received.
All agreements, management, records and services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas L. Templeton – Chairman

For: Grundy County PSAP

(Signature)
Bud Hicks
(Name/Print or Type)
(Director) (Date) 10-31-16 (Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Kendall County Sheriff's Office for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Kendall County PSAP - Back Up - (630) 553-0950

Secondary: LEADS CDC / BEA

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Kendall County PSAP - Back Up - (630) 553-0950

Secondary: LEADS CDC / BEA

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Kendall County PSAP - Back Up - (630) 553-0950

Secondary: LEADS CDC / BEA

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB  
For: Kendall County Sheriff

Thomas J. Templeton – Chairman

[Signature]

Kendall County Sheriff

[Signature]

Direct BAIRD

[Name/Please Print or Type]

[Signature]/[Title]  [Date] 10/12/16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Ladd Fire Protection District for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 872-1420

Secondary: Radio Freq: 155.370 - PTP BuECom PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 872-1420

Secondary: Radio Freq: 155.370 - PTP BuECom PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuEComm PSAP (815) 872-1420

Secondary: Radio Freq: 155.370 - PTP BuECom PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret to whether the unit is operating outside it's 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton - Chairman

For: Ladd Fire Protection District

[Signature]

B.J. Liebe

(Name/Please Print or Type)

Chief

(Date) 11-5-16

(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between La Salle County Joint Emergency Telephone System Board and the La Salle Ambulance for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuECom PSAP (815) 872-1420

Secondary: (815) 872-1428

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuECom PSAP (815) 872-1420

Secondary: (815) 872-1428

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to BuECom PSAP (815) 872-1420

Secondary: (815) 872-1428

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, each unit shall render it’s services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: La Salle Ambulance

Sarah Stephen

(Director) (Date) 10.12.16
For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Lee County Sheriff’s Office for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Lee County Sheriff’s Office

Signature

Name/Print or Type

(Date)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Livingston County Sheriff's Office for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 844-717

Secondary: LEADS CDC / CKR

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 844-717

Secondary: LEADS CDC / CKR

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 844-717

Secondary: LEADS CDC / CKR

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Livingston County Sheriff's Office

[Signature]

Sheriff Tony Chilcress

(Name/Please Print or Type)

Sheriff (Date) 10/11/16

(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between La Salle County Joint Emergency Telephone System Board and the Long Point Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** (815) 844-0911

**Secondary:** LEADS CDC / CKR

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** (816) 844-0911

**Secondary:** LEADS CDC / CKR

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** (815) 844-0911

**Secondary:** LEADS CDC / CKR

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

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

The legislative intent is that 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 agrees to keep all records, lists and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton - Chairman

For: Long Point Fire Department

[Signature]

(Due: 11/15/16)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Magnolia Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 925-7015 - Putnam Co PSAP

Secondary: Radio Freq: 155.370 - Putnam Co PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 925-7015 - Putnam Co PSAP

Secondary: Radio Freq: 155.370 - Putnam Co PSAP

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (815) 925-7015 - Putnam Co PSAP

Secondary: Radio Freq: 155.370 - Putnam Co PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Magnolia Fire Department

(Signature)

(Name/Please Print or Type) (Date)

(Date) (Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Marshall County Sheriff’s Office for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer - Back up (309)-246-2115

**Secondary:** (309) 248-2125

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer - Back up (309)-246-2115

**Secondary:** (309) 248-2125

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer - Back up (309)-246-2115

**Secondary:** (309) 248-2125

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton - Chairman

For: Marshall County Sheriff’s Office

Robert E. Russell

(Signature)

Robert E. Russell

(Name/Print or Type)

Sheriff (Date) 10/17/16

(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Mc Nabb Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** (815) 925-7084 - Putnam County PSAP

**Secondary:** Radio Freq: 155.370 - Putnam County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** (815) 925-7084 - Putnam County PSAP

**Secondary:** Radio Freq: 155.370 - Putnam County PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** (815) 925-7084 - Putnam County PSAP

**Secondary:** Radio Freq: 155.370 - Putnam County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton - Chairman

For: Mc Nabb Fire Department

[Signature]
Chief Brad Popurella

(Name/Please Print or Type)
Chief (Date) 11/3/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Minonk Fire & Ambulance                     for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 467-2375 - Woodford County PSAP

Secondary: (309) 467-2376  Woodford County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 467-2375 - Woodford County PSAP

Secondary: (309) 467-2376  Woodford County PSAP

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (309) 467-2375 - Woodford County PSAP

Secondary: (309) 467-2376  Woodford County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it’s services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Minonk Fire & Ambulance

[Signature]

Name/Print or Type

PRESIDENT OF TRUSTEES (Date) 10/12/2016

(Title)
For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Morris Fire & Ambulance for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Morris PD PSAP (815) 942-2121

**Secondary:** LEADS CDC / B2M - Morris PD

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Morris PD PSAP (815) 942-2121

**Secondary:** LEADS CDC / B2M - Morris PD

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Morris PD PSAP (815) 942-2121

**Secondary:** LEADS CDC / B2M - Morris PD

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton - Chairman

For: Morris Fire & Ambulance

[Signature]
[Name/Print or Type]
[Title] (Date) 10/25/16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the MVK Ambulance for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Grundy County PSAP (815) 942-0336

**Secondary:** (815) 448-2134

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Grundy County PSAP (815) 942-0336

**Secondary:** (815) 448-2134

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Grundy County PSAP (815) 942-0336

**Secondary:** (815) 448-2134

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton - Chairman

For: MVK Ambulance

[Signature]

Jeff Marques - Director

(Date) 11/5/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Newark Ambulance for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to KenCom PSAP (630) 553-5856

Secondary: (630) 553-0911

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to KenCom PSAP (630) 553-5856

Secondary: (630) 553-0911

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to KenCom PSAP (630) 553-5856

Secondary: (630) 553-0911

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received.

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

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Newark Ambulance

Floyd Dean

(Full Name)

Floyd A Dieters

(Name/Print of Type)

(Title)
For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Newark Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (630) 553-5858 - Kendall County PSAP

Secondary: (630) 553-0611 - Kendall County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (630) 553-5858 - Kendall County PSAP

Secondary: (630) 553-0311 - Kendall County PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: (630) 553-5858 - Kendall County PSAP

Secondary: (630) 553-0911 - Kendall County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 record of the call and the disposition of each call received.

All agreements, management, records and services will be the responsibility of the advisory and policy boards.

For: La Salle County Joint-ETS

Thomas J. Templeton - Chairman

For: Newark Fire Department

(Forename)  Floyd
(Surname)  D
(Title)  Chief Fire Officer
(DATE)  10/10/16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Paw Paw Fire Department, for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the LaSalle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 284-8631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 284-8631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (815) 284-8631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agree to keep all records, times and places of 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, amendments, records and services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton - Chairman

For: Paw Paw Fire Department

[Signature]

Joseph Mcelroy

[Name/Print or Type]

[Date] 11/1/2016
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Putnam County EMS for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Putnam County PSAP (815) 925-7084

Secondary: (815) 882-2635

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Putnam County PSAP (815) 925-7084

Secondary: (815) 882-2635

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Putnam County PSAP (815) 925-7084

Secondary: (815) 882-2635

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: Putnam County EMS

[Signature]
Andrew Jackson, CMT-P

[Signature]
EMS CHIEF/DIRECTOR (Date) 10-12-16
(Title)
La Salle County
Joint - Emergency Telephone System Board

Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Putnam County Sheriff's Office for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - (815) 925-7084

Secondary: Radio Frequency 155.370 PTP - Putnam County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - (815) 925-7084

Secondary: Radio Frequency 155.370 PTP - Putnam County PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - (815) 925-7084

Secondary: Radio Frequency 155.370 PTP - Putnam County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]
Thomas J. Templeton – Chairman

For: Putnam County Sheriff’s Office

[Signature]
Kevin L. Doyle
(Name/Print or Type)

Sheriff (Date) 10-13-16
(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Sandwich Fire Department for the purpose of effective handling and routing of 911 Emergency Calls:

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to KenCom PSAP - Back up (815) 782-2121

Secondary: ((630) 553-5856 - KenCom PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to KenCom PSAP - Back up (815) 782-2121

Secondary: ((630) 553-5856 - KenCom PSAP

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to KenCom PSAP - Back up (815) 782-2121

Secondary: ((630) 553-5856 - KenCom PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Sandwich Fire Department

Signature

Jason R. Prusk

Chief

(Date) 10-17-16

(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Seneca Ambulance Service
for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back up (815) 357-8726
Secondary: (815) 357-8721

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back up (815) 357-8726
Secondary: (815) 357-8721

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back up (815) 357-8726
Secondary: (815) 357-8721

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without
guilt 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Seneca Ambulance Service

Robert E. Osmond
(Signature)

Robert E. Osmond
(Name/Print or Type)

(Date) 8/26/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Seneca Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back up (815) 357-8726

Secondary: (815) 357-8721

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back up (815) 357-8726

Secondary: (815) 357-8721

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - Back up (815) 357-8726

Secondary: (815) 357-8721

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton - Chairman

For: Seneca Fire Department

Jason Bersano - Chief

Signature

Jason Bersano (Name/Print or Type)

Asst. Chief (Title) (Date) 10/31/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Seneca Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - (815) 942-0336

Secondary: (815) 357-8726

 Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - (815) 942-0336

Secondary: (815) 357-8726

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Grundy County PSAP - (815) 942-0336

Secondary: (815) 357-8726

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Seneca Police Department

[Signature]

[Name/Title] (Date) 10/10/16
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Somonauk Fire Department for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP - Back up (815) 498-2341

Secondary: (815) 895-2155

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP - Back up (815) 498-2341

Secondary: (815) 895-2155

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to DeKalb County PSAP - Back up (815) 498-2341

Secondary: (815) 895-2155

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

[Signature]

Thomas J. Templeton – Chairman

For: Somonauk Fire Department

[Signature]

[Name Please Print or Type]

Fire Chief (Date) 10-17-16

[Title]
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Spring Valley Fire Department for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Spring Valley PSAP (815) 663-2351

Secondary: Radio Freq: 155.370 - PTP Spring Valley PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the
following manner:

Primary: Direct 911 Transfer to Spring Valley PSAP (815) 663-2351

Secondary: Radio Freq: 155.370 - PTP Spring Valley PSAP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the
following manner:

Primary: Direct 911 Transfer to Spring Valley PSAP (815) 663-2351

Secondary: Radio Freq: 155.370 - PTP Spring Valley PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without
regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Spring Valley Fire Department

Todd Bogatities

(Name/Please Print or Type)

Chief (Signature) (Date) 11-5-16

(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and
the Spring Valley Police Department, for the purpose of effective handling and routing of 911 Emergency
Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Spring Valley PSAP (815) 663-2351

Secondary: Radio Freq: 155.370 PTP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Spring Valley PSAP (815) 663-2351

Secondary: Radio Freq: 155.370 PTP

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Spring Valley PSAP (815) 663-2351

Secondary: Radio Freq: 155.370 PTP

AID OUTSIDE JURISDICTIONAL BOUNDARY

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

The legislative intent is that 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Spring Valley Police Department

Signature

Kevin Sangston
(Name/Place Print or Type)

(Date) 10-11-16
(Title)
Date: August 17, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Streator Police Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:

Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to LIVCOM PSAP

Secondary: (815) 672-3144 844-0911

 Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to LIVCOM PSAP

Secondary: (815) 672-3144 844-0911

 Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to LIVCOM PSAP

Secondary: (815) 672-3144 844-0911

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB  

[Signature]

Thomas J. Templeton – Chairman

For: Streator Police Department

[Signature]

[Name: Please Print or Type]

Chief of Police (Date) 10-17-2016
Date: September 29, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Sublette Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

Secondary: Radio Frequency 155.370 PTP - Lee County PSAP

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Sublette Fire Department

（Signature）
Doug Erbs
（Name/Print or Type）
Chief
（Title）
（Date）10/8/16
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the West Brooklyn Fire Department for the purpose of effective handling and routing of 911 Emergency Calls.

**CALL HANDLING:**

Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

**Secondary:** Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

**Secondary:** Radio Frequency 155.370 PTP - Lee County PSAP

Calls Received by the Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

**Primary:** Direct 911 Transfer to Lee County PSAP - Back up (815) 284-6631

**Secondary:** Radio Frequency 155.370 PTP - Lee County PSAP

**AID OUTSIDE JURISDICTIONAL BOUNDARY**

Once an emergency unit is dispatched in response to a request through the system, such unit shall render it's services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: West Brooklyn Fire Department

(Douglas Pettenger)

(Signature)

(Douglas Pettenger)

(Name/Please Print or Type)

(Douglas Pettenger)

(Minister) (Date) 10-26-16

(Title)
Date: October 21, 2016

For 9-1-1 Emergency Communications

This agreement made between LaSalle County Joint Emergency Telephone System Board and the Woodford County Sheriff's Office for the purpose of effective handling and routing of 911 Emergency Calls.

CALL HANDLING:
Calls Received by the La Salle County PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (309) 467-2375

Secondary: (309) 467-2376

Calls Received by the Ottawa Central Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (309) 467-2375

Secondary: (309) 467-2376

Calls Received by Illinois Valley Regional Dispatch PSAP for Emergency Services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct 911 Transfer - Back up (309) 467-2375

Secondary: (309) 467-2376

AID OUTSIDE JURISDICTIONAL BOUNDARY

Once an emergency unit is dispatched in response to a request through the system, such unit shall render its services to the requesting party without regret 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 agrees to keep all records, times and places of 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 services will be the responsibility of the advisory and policy board.

For: La Salle County Joint-ETSB

Thomas J. Templeton – Chairman

For: Woodford County Sheriff’s Office

[Signature]

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

(USE ADDITIONAL SHEETS AS NECESSARY)

<table>
<thead>
<tr>
<th>CARRIERS</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T Mobility</td>
<td>P.O. Box 97061, Redmond, Washington</td>
<td>(500) 635-6840</td>
</tr>
<tr>
<td>Sprint</td>
<td>6391 Sprint Parkway, Overland, Kansas</td>
<td>(866) 393-3284</td>
</tr>
<tr>
<td>T-Mobile</td>
<td>12920 SE 38th Street, Bellevue, Washington</td>
<td>(577) 653-7911</td>
</tr>
<tr>
<td>US Cellular</td>
<td>8410 W. Bryn Mawr Avenue, Chicago, Illinois</td>
<td>(630) 875-8270</td>
</tr>
<tr>
<td>Verizon</td>
<td>3712 W. Walnut Street, Tampa, Florida</td>
<td>(800) 483-0911</td>
</tr>
<tr>
<td>Illinois Valley Cellular</td>
<td>209 Riverfront Drive, Marseilles, Illinois</td>
<td>(815) 795-7795</td>
</tr>
<tr>
<td>Access Communications</td>
<td>3099 Leon Road, Jacksonville, Florida</td>
<td>(904) 463-8500</td>
</tr>
<tr>
<td>Cimco</td>
<td>1901 S. Meyers Road, #700 , Oak Brook, Illinois</td>
<td>(630) 691-8980</td>
</tr>
<tr>
<td>Vonage</td>
<td>223 Main Street, Holmdel, New Jersey</td>
<td>(888) 293-5674</td>
</tr>
<tr>
<td>GlobalCom</td>
<td>200 E. Randolph Street, Flr 23, Chicago, Illinois</td>
<td>(900) 589-1531</td>
</tr>
<tr>
<td>Level 3 Communications, LLC</td>
<td>1025 Eldorado Blvd., Broomfield, Colorado</td>
<td>(877) 453-8353</td>
</tr>
<tr>
<td>Windstream</td>
<td>4001 N. Rodney Parham Rd, Bldg 1 Flr 2, Little Rock, AR</td>
<td>(800) 345-4844</td>
</tr>
<tr>
<td>Bandwidth</td>
<td>900 Main Campus Drive, Suite #600, Raleigh, NC.</td>
<td>(855) 864-7776</td>
</tr>
<tr>
<td>Peetech Communications</td>
<td>4001 N. Rodney Parham Rd, Bldg 1, Flr 2, Little Rock, AR</td>
<td>(800) 345-4484</td>
</tr>
<tr>
<td>AT&amp;T / TCG</td>
<td>602 E. McNabb Rd., Pompano Beach, Florida</td>
<td>(954) 776-6000</td>
</tr>
</tbody>
</table>
TEST PLAN DESCRIPTION

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

*Proposed Network Configuration:

La Salle County PSAP Back-Up & Overflow: Illinois Valley Regional Dispatch (IVRD)
Ottawa PSAP Back-Up & Overflow: Illinois Valley Regional Dispatch (IVRD)
Illinois Valley (IVRD) Back-Up & Overflow: Ottawa PSAP

Circular overflow and back-up between PSAPs.

*All main PSAPs and back-up/overflow PSAPs are under the governance of the La Salle County Joint Emergency Telephone Board, all overflow and back-up are therefore internal within the same ETSB and no outside agreements are required.

2) List wireline exchanges to be tested:

Exchanges / Frontier:
Cedar Point, Sheridan, Grand Ridge, Long Point, Mendota, Ladd, Grandville, Streator, Minonk, Paw Paw, Leland, Earlville, Somonauk, Sandwich, Magnolia, Wenona, Rutland, Lostant,

Exchanges / AT&T:
Harding, La Salle, Oglesby, Utica, Ottawa, Seneca, Newark Leonora, Ransom, McNabb, Tonica, Marseilles

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

VoIP: Access, AT&T, Cimco, Global Com, Level 3, Vonage, Windstream/McLeod, Bandwidth, Paetec, AT&T/TCG
La Salle County Joint ETSB Coverage Map
THE CITY OF LA SALLE

La Salle County, Illinois

An Ordinance Amending Title 3 (Administration), Chapter 32 (Boards, Commissions, and Organizations), of the La Salle City Code to Dissolve the La Salle Emergency Telephone System Board and Amend Chapter 32 to Add Section 130 et.seq. in order to participate on the La Salle County Joint Emergency Telephone System Board and related matters.

ORDINANCE NO. 2631

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LA SALLE
on this 25th day of April, 2016
Jeff Grove, Mayor
Carrie Brown, City Clerk
Jim "Diz" Demes
James Bacidore
Tom Ptak
Jerry Reynolds
John Lavieri
John Duncan III
Therold "Boo" Herndon
Mark Schneider
Alderman

Published in pamphlet form and posted by authority of the Mayor and City Council of the City of La Salle, on this 25th day of April, 2016.
ORDINANCE NO. 2631

AN ORDINANCE AMENDING TITLE 3 (ADMINISTRATION), CHAPTER 32 (BOARDS, COMMISSIONS AND ORGANIZATIONS), OF THE LASALLE CITY CODE TO DISSOLVE THE LASALLE EMERGENCY TELEPHONE SYSTEM BOARD AND AMEND CHAPTER 32 TO ADD SECTION 130 et seq. IN ORDER TO PARTICIPATE ON THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of La Salle, La Salle County, Illinois)

WHEREAS, the City of La Salle ("La Salle" or the "City") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in City Of LaSalle Ordinance Number 1222, and additionally in furtherance thereof motion passed November 13, 1989, and does desire to amend the LaSalle City Code, as amended (the "Code"); as provided herein; and

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

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

WHEREAS, the Corporate Authorities of La Salle, the City of Marseilles ("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"), the City of Ottawa ("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board ("La Salle County ETSB") (collectively referred to as the “Participating Members”) have each agreed to adopt ordinances that approve an intergovernmental agreement ("IGA") to provide for the establishment of an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as "La Salle County JETSB"). The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the "La Salle County Sheriff's PSAP," which is owned, staffed and operated by the La Salle County Sheriff's Department and is located at 707 East Elm Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS"); and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in the funding of the operations, maintenance and staffing of the PSAPS is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the "Intergovernmental and 911-JETSB Statutes"); and

WHEREAS, in accordance with 50 ILCS 750/15.4(c) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member's respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La
Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”); and

WHEREAS, in order to participate in the La Salle County JETSB under the IGA, each of the Participating Members are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS, the Corporate Authorities of the City of La Salle desire to amend the provisions of Title 3 (Administration), Chapter 32 (Boards, Commission and Organizations), specifically adding to Chapter 32 adding 32.130 et seq. (Emergency Telephone System Board) of the LaSalle City Code to recognize the City’s participation in the IGA and the establishment of La Salle County’s JETSB, and to terminate the establishment, authority and operational functions of its local ETSB (“La Salle ETSB”), subject to two conditions; (1) the use by the City, in its own discretion, of any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City’s PSAP; and (2) the termination of its local ETSB will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator; and

WHEREAS, pursuant to the authority granted by the applicable provisions of the Intergovernmental and 911-JETSB Statutes, the Corporate Authorities of the City of La Salle find that the below La Salle City Code amendments are in the best interests of and for the protection of the health, welfare and safety of the City, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF LA SALLE, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Title 3 (Administration), Chapter 32 (Boards, Commissions and Organizations) of the La Salle City Code, as amended, shall be further amended including (Emergency Telephone System Board), to read in its entirety as follows:

Chapter 32.130

JOINT EMERGENCY TELEPHONE SYSTEM BOARD

32.130: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES;
32.131: DISSOLUTION OF LOCAL ETSB; RE-INSTATION;
32.132: USE OF ETSB FUNDS; SURCHARGE FUNDS:
32.130: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

A. Establishment. Pursuant to Ordinance No. 2630 (adopted on April 25, 2016), the City approved an intergovernmental agreement entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of and Operation Of Certain Public Safety Answering Points (Initial Participating Members: City Of La Salle, City Of Marseilles, City Of Mendota, City Of Oglesby, City Of Ottawa, City Of Peru And County Of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board” (the “La Salle County JETSB Intergovernmental Agreement”) that provided for the establishment of an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as the “La Salle County JETSB”). The purpose of the intergovernmental arrangement is for the La Salle County JETSB to initially oversee the consolidation of six (6) existing public safety answering points (“PSAPS”) into three (3) PSAPS, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless 9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB. The three (3) PSAPS that will be funded by the La Salle County JETSB Intergovernmental Agreement are: (1) the La Salle County Sheriff’s PSAP, which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Elma Road, Ottawa, Illinois; (2) the Ottawa Central Dispatch PSAP, which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the Peru PSAP (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”).

B. Membership; Authority and Duties. The total number of members on the La Salle County JETSB shall match the total number of participating members that are parties to the La Salle County JETSB Intergovernmental Agreement, as amended to add new members. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory “public member.” The members of the La Salle County JETSB shall be comprised of one (1) representative from each of the participating members of the La Salle County JETSB Intergovernmental Agreement, as designated in writing by the mayor or presiding administrative officer of each participating member. The statutory “public member” will be one of the designated representatives of one of the participating members of the La Salle County JETSB Intergovernmental Agreement or appointed pursuant to the terms of the Agreement. The authority and duties of the La Salle County JETSB shall be governed by the terms of the La Salle County JETSB Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.
32.131: DISSOLUTION OF LOCAL EMERGENCY TELEPHONE SYSTEM BOARD; RE-INSTATEMENT:

A. Dissolution of Local Emergency Telephone System Board (ETSB). Pursuant to Ordinance No. 2630 (adopted April 25, 2016), the City’s ETSB was dissolved effective upon the date of the regulatory approval of creation of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police. The City of LaSalle’s ETSB was initially adopted by Ordinance No. 1222 on August 21, 1989 and by motion passed on November 13, 1989.

B. Re-instatement of Local ETSB. In the event the City withdraws from participation in the La Salle County JETSB Intergovernmental Agreement, to the extent permitted by applicable laws and regulations, the City will either take the necessary corporate actions to re-instate its local ETSB or join another Joint Emergency Telephone System Board (JETSB).

32.132: USE OF ETSB FUNDS; SURCHARGE FUNDS:

A. Use of ETSB Funds. Under the La Salle County JETSB Intergovernmental Agreement, the City, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City’s PSAP.

B. Surcharge Funds. Upon dissolution of the City’s ETSB and subject to the terms of the La Salle County JETSB Intergovernmental Agreement and the City’s continued participation in the La Salle County JETSB, all monies received or collected by the City that are intended to be used for ETSB purposes or La Salle County JETSB purposes from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the La Salle County JETSB for deposit and expenditure by the La Salle County JETSB in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement, the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

C. Surcharge Rate. The City is authorized to receive surcharge funds pursuant to Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) at rates and in amounts established by and regulated by these applicable State laws. Under Ordinance No. 1222 (adopted August 21, 1999), the City proposed the enactment of a 9-1-1 surcharge rate of Sixty-Five Cents
(§0.65), which was later approved a majority of voters at a referendum conducted on November 7, 1989 (“Established 9-1-1 Surcharge Rate”). The City is authorized to continue to receive surcharge funds at the Established Surcharge Rate or any other rate established by and regulated by applicable State laws. The dissolution of the City’s local ETSB shall have no impact on the City’s authority and right to continue to receive its allocation of surcharge funds under these applicable State laws in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement."

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

A. Adoption by each of the initial Participating Members of an ordinance approving the La Salle County JETSB Intergovernmental Agreement.

B. Adoption by the other initial Participating Members of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.

C. Regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator, or his/her designee.

**SECTION 4:** To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections contained in the La Salle City Code, as amended, shall be amended by the City’s codifier so as to be consistent with the amendments set forth in this Ordinance.

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

**SECTION 6:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

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

**SECTION 8:** The Corporate Authorities of the City of La Salle, La Salle County, Illinois authorize and direct the Mayor and City Clerk, or their designees, to execute and submit to all required governmental oversight and regulatory agencies, including but not limited to the Illinois Department of State Police, a certified copy of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the applicable laws and regulations to dissolve the La Salle ETSB. In addition, the City Clerk shall transmit certified copies of this Ordinance to each of the other Participating Members of the La Salle County JETSB within ten (10) calendar days of approval of this Ordinance.
PASSED AND ADOPTED at a regular meeting of the City Council of the City of LaSalle, LaSalle County, Illinois, held on the 25th day of April, 2016, by a roll call vote, with:

<table>
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<tr>
<th>MAYOR AND ALDERMEN</th>
<th>AYE VOTE</th>
<th>NAY VOTE</th>
<th>ABSTAIN / ABSENT</th>
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<tr>
<td>James Demes</td>
<td>X</td>
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<td>James W. Bacidore</td>
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<td>John Lavieri</td>
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<tr>
<td>John S. Duncan, III</td>
<td></td>
<td>X (excused absence)</td>
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<tr>
<td>Therold Herndon</td>
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<td></td>
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<td>Mark Schneider</td>
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<tr>
<td>Jeff Grove, Mayor</td>
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</table>

APPROVED: [Signature], Dated 4/25/2016

ATTEST: [Signature], Dated 4/25/2016

City Clerk, City of LaSalle

This Ordinance was published by me in pamphlet form on the 25th day of April, 2016.

[Signature]
City Clerk
THE CITY OF LA SALLE

La Salle County, Illinois

An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Establishing the La Salle County Joint Emergency Telephone System Board and Providing for the Consolidation of and Operation of Certain Public Safety Answering Points

(Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)

ORDINANCE NO. 2630

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LA SALLE
on this 25th day of April, 2016

Jeff Grove, Mayor
Carrie Brown, City Clerk
Jim "Diz" Demes
James Bacidore
Tom Ptak
Jerry Reynolds
John Lavieri
John Duncan III
Therold "Boo" Herndon
Mark Schneider
Alderman

Published in pamphlet form and posted by authority of the Mayor and City Council of the City of La Salle, on this 25th day of April, 2016.
ORDINANCE NO. 2630

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS

(Participating Members: City of LaSalle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of LaSalle, Illinois on behalf of the LaSalle County Emergency Telephone System Board)

(City of LaSalle, LaSalle County, Illinois)

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

WHEREAS, the Corporate Authorities of City of LaSalle (“LaSalle”), the City of Marseilles (“Marseilles”), the City of Mendota (“Mendota”), the City of Oglesby (“Oglesby”), the City of Ottawa (“Ottawa”), the City of Peru (“Peru”), and the County of LaSalle, Illinois on behalf of the LaSalle County Emergency Telephone System Board (“LaSalle County ETSB”) (collectively referred to as the “Participating Members”) have each agreed to adopt ordinances that approve an intergovernmental agreement to provide for the establishment of an intergovernmental cooperative venture known as the “LaSalle County Joint Emergency Telephone System Board” (also referred to as “LaSalle County JETSB”). The intergovernmental agreement is entitled “Intergovernmental Agreement Establishing The LaSalle County Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points (Participating Members: City of LaSalle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of LaSalle, Illinois on behalf of the LaSalle County Emergency Telephone System Board)” (“IGA”). A copy of the IGA is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the purpose of the LaSalle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the three (3) public safety answering points and the LaSalle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless B-9-1-1 communication services within the service territories of the Participating Members of the LaSalle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the LaSalle County JETSB under the IGA are: (1) the "LaSalle County Sheriff's PSAP," which is owned, staffed and operated by the LaSalle County Sheriff's Department and is located at 707 East Elza Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPs"); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the LaSalle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the LaSalle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the LaSalle County JETSB, with the balance of the ETSB funds being paid by the LaSalle County JETSB to the Participating Member's respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the LaSalle County JETSB and the regulatory approval of the LaSalle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator"); and

WHEREAS, with the approval of Ordinance No. 2631 (An Ordinance Amending Title 3 (Administration), Chapter 32 (Boards, Commissions and Organizations), of the LaSalle City Code To Dissolve The LaSalle Emergency Telephone System Board, Amend Chapter 32 to add Chapter 32, Section 130 et seq. in order to Participate on the LaSalle County Joint Emergency Telephone System Board (City of LaSalle, LaSalle County, Illinois), the Corporate Authorities of LaSalle have provided for the dissolution of its local ETSB; and

WHEREAS, even though the LaSalle County JETSB will receive and allocate ETSB funds to the PSAPS, the LaSalle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The LaSalle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the
operations, maintenance and staffing of its PSAP, as the ETSB funds received from the LaSalle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the Corporate Authorities of each of the Participating Members are required to vote in favor of the attached IGA by approving an Ordinance that contains the same findings and authorizing content and is in substantially the same format as this Ordinance; and

WHEREAS, the Corporate Authorities of the City of LaSalle, LaSalle County, Illinois find that it is in its best interests to authorize the approval and execution of the IGA in order to participate on the LaSalle County JETSB. The authority to enter into the IGA to create and operate the LaSalle County JETSB and to assist in funding the operation, maintenance and staffing of the PSAPs is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)).

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF LASALLE, LASALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The Corporate Authorities of the City of LaSalle, LaSalle County, Illinois approve and authorize the execution of the attached intergovernmental agreement entitled "Intergovernmental Agreement Establishing The LaSalle County Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Access Points (Participating Members: City of LaSalle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of LaSalle, Illinois on behalf of the LaSalle County Emergency Telephone System Board)" ("IGA"). A copy of the IGA is attached to and made part of this Ordinance as Exhibit "A". In addition, the Corporate Authorities authorize and direct the Mayor and City Clerk, or their designees, to execute and submit signed originals of the signature page of the IGA for the City of LaSalle, certified copies of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. Further, the Corporate Authorities authorize and direct the City staff to take all actions as are necessary to comply with all of the applicable obligations under the IGA. The City Clerk shall transmit a copy of the IGA with signed signature pages in regard to the City of LaSalle and certified copies of this Ordinance to each of the other Participating Members of the LaSalle County JETSB within ten (10) calendar days of approval of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.
PASSED AND ADOPTED at a regular meeting of the City Council of the City of LaSalle, LaSalle County, Illinois, held on the 25th day of April, 2016, by a roll call vote, with:

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<th>MAYOR AND ALDERMEN</th>
<th>AYE VOTE</th>
<th>NAY VOTE</th>
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<td>James Demes</td>
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<td>James W. Bacidore</td>
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<td>Tom Ptak</td>
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<td>John S. Duncan, III</td>
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<td>Therold Herndon</td>
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<td>Mark Schneider</td>
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<td>Jeff Grove, Mayor</td>
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APPROVED: __________________________, Dated 4/25/2016

ATTEST: __________________________, Dated 4/25/2016

City Clerk, City of LaSalle

This Ordinance was published by me in pamphlet form on the 25th day of April, 2016.

__________________________
City Clerk
STATE OF ILLINOIS  
)
)
COUNTY OF LA SALLE  
)

I, the undersigned, do hereby certify that I am the duly qualified and elected Clerk of the City of LaSalle, in the County and State aforesaid; and as such Clerk, am the Keeper of the Seal and Records thereof.

I do further certify that the attached and foregoing is a full, true and correct copy of: **Ordinance 2630**: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Establishing the La Salle County Joint Emergency Telephone System Board and Providing for the Consolidation of and Operation of Certain Public Safety Answering Points (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board) which was passed and adopted by the LaSalle City Council at a Regular Meeting held April 25, 2016.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the Corporate Seal of said City of LaSalle, LaSalle County, and Illinois this 25th day of April, 2016.

[Signature]
Carrie L. Brown
City Clerk

(SEAL)
STATE OF ILLINOIS  )
SS
COUNTY OF LA SALLE  )

CLERK'S CERTIFICATE

I, Carrie Brown, City Clerk of the City of LaSalle, in the County of LaSalle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 2631

AN ORDINANCE AMENDING TITLE 3 (ADMINISTRATION), CHAPTER 32 (BOARDS, COMMISSIONS AND ORGANIZATIONS), OF THE LASALLE CITY CODE TO DISSOLVE THE LASALLE EMERGENCY TELEPHONE SYSTEM BOARD AND AMEND CHAPTER 32 TO ADD SECTION 130 et seq. IN ORDER TO PARTICIPATE ON THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of La Salle, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of La Salle at an open City Council Meeting on the 25th day of April, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of La Salle on the 25th day of April, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of LaSalle was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of LaSalle, and that the result of said vote was as follows, to-wit:

AYES: Alderman Demes, Alderman Bacidore, Alderman Ptak, Alderman Reynolds, Alderman Lavieri, Alderman Herndon, Alderman Schneider
NAYS: None
ABSTAIN: None
ABSENT: Alderman Duncan

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of La Salle, this 25th day of April, 2016.

[SEAL]

City Clerk
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS
( Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa,
City of Peru and County of La Salle, Illinois on behalf of
the La Salle County Emergency Telephone System Board)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement” or “IGA”) is entered into on
the Effective Date hereinafter set forth, by the City of La Salle (“La Salle”), the City of Marseilles
(“Marseilles”), the City of Mendota (“Mendota”), the City of Oglesby (“Oglesby”), the City of Ottawa
(“Ottawa”), the City of Peru (“Peru”), and the County of La Salle, Illinois on behalf of the La Salle
County Emergency Telephone System Board (“La Salle County ETSB”), (collectively referred to as the
“Participating Members” or “Initial Participating Members”), to provide for the establishment of an
intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone
System Board” (also referred to as “La Salle County JETSB”).

RECITALS

WHEREAS, the authority to enter into this IGA is set forth in Article VII, Section 10 of the 1970
Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et
seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), the Wireless Emergency
Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1
et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State
Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of
the Illinois Administrative Code (83 ILL. Admin. Code § 725.200(i)) (collectively referred to as the
“Intergovernmental and 911-JETSB Statutes”). Specifically, Section 15.4 of the Act (50 ILCS 750/15.4),
as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that
impose a surcharge pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) to establish by
intergovernmental agreement a “Joint Emergency Telephone System Board” (“JETSB”), provided that
the local emergency telephone system boards are terminated by ordinances that rescind their
establishment, authority and operational functions; and

WHEREAS, the purpose of the La Salle County JETSB is to oversee the consolidation of six (6)
existing public safety answering points into three (3) public safety answering points, to administer the
receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as
otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three
(3) public safety answering points and the La Salle County JETSB, and to provide general coordination
of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1
communication services within the service territories of the Participating Members of the La Salle County
JETSB; and

WHEREAS, pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the
Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating
Members are required to consolidate several of their existing public safety answering points. Through
intergovernmental cooperation, this consolidation will allow the Participating Members to comply with
these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under this IGA are: (1) the "La Salle County Sheriff's PSAP," which is owned, staffed and operated by the La Salle County Sheriff's Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS"); and

WHEREAS, the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist with the funding of the delivery of emergency dispatch services, 9-1-1 communication services and wireless 9-1-1 communication services (collectively referred to as "surcharges" or "surcharge funds"), including the funding of operations regarding ETSBS and JETSBS and consolidations of ETSBS into JETSBS; and

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

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

ARTICLE I
LA SALLE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD ESTABLISHED

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

1.1. Creation. The Participating Members establish an intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone System Board" (also referred to as "La Salle County JETSB" or "Board"). The principal office address for the La Salle County JETSB shall be: La Salle County Governmental Complex, 707 Etna Road, Ottawa, Illinois. The La Salle County JETSB shall hold its meetings at the La Salle County Governmental Complex, or such other location(s) within the service territories of the PSAPS as determined by the Board in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) ("OMA").

1.2. Purpose. The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) public safety answering points (identified below) into the three (3) PSAPS (identified below), to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB.
1.3. **Termination of Local ETSBS.** In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the La Salle County JETSB under this IGA, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBS, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSBS funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSBS will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”).

1.4. **Funding.** Even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities.

1.5. **No Operation of PSAPS.** The La Salle County JETSB will not govern or direct the operations, maintenance or staffing of the personnel of the PSAPS. This IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory.

1.6. **Legal Status.** La Salle County JETSB shall be considered a “public safety agency,” as defined at Section 2.02 of the Act (50 ILCS 750/2.02), and an appointed membership board under the County of La Salle, Illinois.

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

1.8. **Effective Date.**

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

**Annual Budget means:** The Budget adopted annually that provides for the annual administrative operations, maintenance and capital needs of the La Salle County JETSB and may include a capital budget and an operating budget.

**Capital Costs means:** Those costs related to purchasing or acquiring personal property, equipment or other tangible items for use in the operations of the La Salle County JETSB.

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

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

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

**Grant Funds means:** The funds that are awarded by any private or public entity to or for the benefit of the La Salle County JETSB, any Participating Member or any PSAP that is covered by this Agreement. The La Salle County JETSB, any Participating Member or any PSAP may apply for any grant funds in furtherance of the objectives of this Agreement. "Unspecified grant funds" are those funds awarded to the La Salle County JETSB for use by the La Salle County JETSB, in its discretion, including distribution to one or more Participating Members or to one or more of the PSAPS (as defined below) covered by this Agreement. "Specified grant funds" are funds that are awarded to or for the benefit of the La Salle County JETSB or a specific Participating Member or a specific PSAP.

**Local ETSB Reserves means:** The monies held by each Participating Member's local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

**Participation Fee (or Participation Fees) means:** The annual (or periodic) fees payable by each Participating Member as a condition of membership in the La Salle County JETSB that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment of the La Salle County JETSB, and a portion of the annual, ongoing Operating Costs and Capital Costs of the La Salle County JETSB that each new member is obligated to contribute towards its continued membership in the La Salle County JETSB.
Participating Member (or Participating Members) means: Any unit of local government or intergovernmental cooperative established by intergovernmental agreement or under State law that agrees to participate in the La Salle County JETSB by approving this Agreement, as amended, and has been accepted and authorized to participate in the La Salle County JETSB in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Member, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

Operating Costs means: Any costs incurred by the La Salle County JETSB related to the administrative operations of the La Salle County JETSB, including wages, employment benefits, insurance, outside vendors and utilities.

Start-Up Budget means: A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative operations of the La Salle County JETSB during its first fiscal year.

Recapture Fee means: The fee, determined by the La Salle County JETSB, in its sole discretion, based on information provided by its Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB’S auditor, that shall be paid by any withdrawing or terminated Participating Member to reimburse the other Participating Members for all incurred but unpaid or to be incurred obligations relating to the annual administrative operations, maintenance and capital needs of the La Salle County JETSB, including any incurred but unpaid or to be incurred operating costs, and unamortized Capital Costs incurred or paid for by the La Salle County JETSB. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Members who are obligated to pay part of the existing, on-going financial obligations of the La Salle County JETSB during their time with the La Salle County JETSB, who have received certain services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of the La Salle County JETSB, and then, upon withdrawal from or dissolution of the La Salle County JETSB or termination of this Agreement, those Participating Members retain the value of such improvements.

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

Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the La Salle County JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended.
ARTICLE II
LA SALLE COUNTY JETSB

2.0. Composition.

The total number of members on the La Salle County JETSB shall match the total number of Participating Members that are a party to this IGA, as amended to add new Participating Members, subject to one Participating Member’s representative serving as the required statutory “public member” or the appointment of the statutory “public member” from the public at-large as an extra voting member of the Board in order to maintain an odd-number of members for voting purposes. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory “public member.” The representative from each of the Participating Members of the La Salle County JETSB Intergovernmental Agreement shall be designated in writing by the mayor or presiding administrative officer of each Participating Member. The representatives who serve on the Board should be comprised of a mix of administrative and fire department and police department personnel of the Participating Members, except that the public member may be, but does not have to be, an official or employee of any Participating Member. The representatives, other than the public member, shall not have a defined term length, but may be replaced by the corporate authorities of the respective Participating Member in accordance with applicable State law (See, 50 ILCS 750/15.4). Each Participating Member (through its mayor or presiding administrative officer) shall also designate one (1) set of alternate representatives to serve in the absence of the primary representative. The designated representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above.

Public Member. If there is an odd number of Participating Members, then the statutory “public member” will be one of the designated representatives of one of the Participating Members of this IGA. If there is an even number of Participating Members, then an extra voting member selected from the public at-large shall be added as a member of the Board in order to maintain an odd-number of members for voting purposes. The public member shall meet the eligibility criteria of Section 15.4 of the Act (50 ILCS 750/15.4) (as of the Effective Date of this IGA: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the La Salle County JETSB). The public member: (a) shall be appointed by the Board for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an official or an employee of any of the Participating Members.

2.1. Chair, Vice-Chair and Secretary.

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

Rotation of Chair Appointments. The Board shall appoint one of its members to serve as the Chair on a rotating, annual basis, based on the descending alphabetical order of the names of the Participating
Members (e.g., La Salle, Marseilles, Mendota, Oglesby, Ottawa, Peru and the County of La Salle). However, the Chair for the first fiscal year shall be filled by the representative of the County of La Salle. If another Participating Member joins the La Salle County JETSB, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Member shall not be eligible to serve as Chair until each of the preceding Participating Members on the alphabetical list of Participating Members has served as Chair at least one time. When the representative of the last Participating Member on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Member at the top of the list.

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

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

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

B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and

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

D. Serve as one of the designated Freedom of Information Officers for the La Salle County JETSB; and

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

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

2.2. Meetings of the Board.

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

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. Special meetings of the Board may be called by the Chair or two-thirds (2/3rds) of the total number of Board members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as
practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

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

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

2.3. Quorum.

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

2.4. Voting Requirements.

Except for an amendment to this Agreement as provided for under Section 13.2 (Amendment) below, a two-thirds (2/3rds) vote of the total number of Board members (e.g., a minimum affirmative vote of five (5) of seven (7) Board members) shall be necessary for the Board to act. The phrase “total number of Board members” means the total number of representative positions on the Board as determined by the total number of Participating Members. The minimum affirmative vote needed for the Board to act must be met in each voting instance and shall not be reduced by absentee Board members. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible Board member may vote on matters while in compliance with the Electronic Participation Rules below.

2.5. Electronic Participation in Meetings.

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

2.5.1. Rules and Procedures.

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

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

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

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

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

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

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

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

2.6. **By-laws.**

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

**ARTICLE III**

**POWERS AND DUTIES OF THE LA SALLE COUNTY JETSB**

3.0. **Powers.**

A. The statutory powers and duties of the La Salle County JETSB are set forth in the Intergovernmental and 911-JETSB Statutes and this IGA. The La Salle County JETSB shall comply with all applicable laws and any adopted procurement policy in regard to its expenditures of the surcharge funds and any other funds that are within its statutory jurisdiction. Specifically, the Board shall have all powers that are necessary or incidental to the establishment and operation of the La Salle County JETSB and to fulfill its duties under this IGA, including, but not limited to:
(1) Exercise of all powers conferred upon Emergency Telephone System Boards under the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations.

(2) Determine and approve the general policies for the La Salle County JETSB and may adopt a set of By-laws.

(3) Approval of new members to the La Salle County JETSB and any new membership-related addenda to this IGA by a two-thirds (2/3rds) vote of the total number of Board members.

(4) Receive and authorize the use, expenditure and allocation of all surcharge funds and other monies from any revenue source relating to the La Salle County JETSB, as allowed by any federal or State law, Intergovernmental and 911-JETSB Statutes, including any future amendments to said laws and statutes.

(5) Determine and approve all allocations of surcharge funds and contributions due from all the Participating Members relative to the annual operations and short-term and long-term operational planning needs of the La Salle County JETSB, and determine and approve any payments owed to any Participating Member (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Treasurer, any La Salle County JETSB-retained consultant or the La Salle County JETSB’s auditor.

(6) Determine and approve any revisions in the formula or data used for calculating each Participating Member’s share of the surcharge funds and other monies from any revenue source authorized by any federal or State law or any surcharge imposed collected by or received on behalf of the La Salle County JETSB and the Participation Fee by a two-thirds (2/3rds) vote of the total number of Board members.

(7) Approval of the Start-Up Budget, the Annual Budget and the Reserve Fund for the establishment and ongoing operations of the La Salle County JETSB, by a two-thirds (2/3rds) vote of the total number of Board members.

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

(9) Approve budget increases or adjustments, by a two-thirds (2/3rds) vote of the total number of Board members.

(10) Purchase of equipment, supplies, software, hardware and other business-related technology relating to the operational needs of the La Salle County JETSB in accordance with the Annual Budget.
(11) Enter into agreements, contracts, leases, license and other arrangements with other persons, entities, organizations or units of government that are consistent with the purposes of the La Salle County JETSB as set forth in this IGA.

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

(13) Purchase or lease or use of facilities consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

(14) Hiring, directing, compensating, disciplining and terminating of individuals to perform tasks and activities that are consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

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

(16) Contract with consultants, auditors and attorneys relative to La Salle County JETSB matters as provided for in the Annual Budget.

(17) Apply for and spend any grants, loans or other financing that is available under the Intergovernmental and 911-JETSB Statutes, or other applicable laws, which is related to the operations of the La Salle County JETSB and/or is necessary or incidental to the purposes of this Agreement.

(18) Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement.

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

3.1. Prohibited Actions.

The La Salle County JETSB shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV
PUBLIC SAFETY ANSWERING POINTS

4.0. Consolidation of PSAPS.
Upon approval of this IGA, and the certification and approval by the State 9-1-1 Administrator, of the La Salle County JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan:

1. La Salle PSAP
2. Mendota PSAP
3. Oglesby PSAP

The following three (3) PSAPS will continue to be operated, maintained and staffed by their respective PSAP owners and will receive certain allocations of surcharge funds in accordance with this IGA:

1. La Salle County Sheriff’s PSAP
2. Ottawa Central Dispatch PSAP
3. Peru PSAP (operations to be transferred to the Illinois Valley Regional Dispatch)

The service territories of the PSAPS shall be the areas currently served by the each respective PSAP as of the Effective Date of this Agreement.

4.1. The PSAPS shall not expand their 9-1-1 dispatch service territories without first providing written notice of an intent to expand their 9-1-1 dispatch service territories and obtaining the approval of the La Salle County JETSB by a two-thirds (2/3rds) vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional unit of local government to the Board will require, at a minimum: (a) new member approval by the La Salle County JETSB, as required by this IGA, and approval of an addendum to this IGA, (b) re-allocation and re-calculation of the “per capita” formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

4.2. The PSAPS may expand their non-9-1-1 dispatch service territories without notice to or obtaining the approval of the La Salle County JETSB.

ARTICLE V
FINANCES

5.0. Fiscal Year.

The La Salle County JETSB’S fiscal year shall be from December 1st to November 30th of the next year.

5.1. Budget and Operating Funds.

5.1.1. The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the La Salle County JETSB:

A. Start-Up Operating Budget (one-time preparation).
B. Annual Budget (includes the Operating Budget and the Capital Budget).
C. Emergency Telephone System Fund.
D. Wireless Service Emergency Fund.
E. Any other fund deemed necessary for operation purposes or required by applicable law.
5.1.2. The amounts due pursuant to this Section from each Participating Member shall be payable to the La Salle County JETSJ on a date determined by the Board.

5.2. Allocation of Surcharge Funds and Other Related Revenues.

The La Salle County JETSJ shall provide for the collection of all ETSB surcharge funds and any other monies received from the State of Illinois or other lawful sources on behalf of the La Salle County JETSJ and its Participating Members, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law, and allocate those funds and monies to the three (3) PSAPS to assist with their continued operations, maintenance and staffing needs, subject to a portion of those funds and monies being used to pay for the administrative costs, maintenance and capital needs of the La Salle County JETSJ in accordance with its Annual Budget and applicable federal or State law, as amended. The allocation formula shall be as follows:

Surcharge funds and other revenues received by the La Salle County JETSJ shall be allocated on a “per capita” basis to each of the PSAPS on a periodic basis (e.g., monthly, quarterly), as determined by the Board. The “per capita” population figures shall be calculated using the most recent data available from the United States Census Bureau. Any supplemental census data shall be considered by the Board as part of a written request by a PSAP or a Participating Member(s) for a re-calculation of the “per capita” population figures.

5.2.1. Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds. In order to receive its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the designated Participating Member on behalf of a PSAP or the PSAP or the La Salle County JETSJ shall submit itemized reimbursement requests to the La Salle County JETSJ and the Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSJ. Each reimbursement request shall contain a signed certification by the chief operating officer or official, or his/her designee, of the Participating Member or the PSAP or the La Salle County JETSJ that states: “On behalf of the below listed Participating Member or PSAP or the La Salle County JETSJ, I certify that requests the below requested dollar amount of its allocated share of ETSB surcharge funds, grant funds and other allocated revenues and that such funds shall be spent on eligible expenses to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSJ as permitted under the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11.5.3-1 of the Illinois Municipal Code (65 ILCS 5/11.5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) or any other applicable federal or State law.”

5.2.2. The La Salle County JETSJ shall approve the payment of any allocation of ETSB surcharge funds, grant funds and other allocated revenues as requested by the designated Participating Member on behalf of a Participating Member or PSAP by resolution
adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.

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

5.2.4. The La Salle County JETSB shall maintain at least the following three (3) accounts per PSAP and for itself or as otherwise directed by applicable federal or State law: (1) Emergency Telephone System Fund; (2) Wireless Service Emergency Fund; and (3) ETSB / Other Source Grant Fund.

5.2.5. If a new member joins the La Salle County JETSB, a re-calculation of the “per capita” population figures shall be performed to adjust the allocations to account for adding the new member to one of the PSAPS. The same recalculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the La Salle County JETSB.

5.2.6. Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Member will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member based on the passage of one or more resolutions by the La Salle County JETSB authorizing the release of funds. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

5.2.7. In the event the number of Participating Members changes, or in the event La Salle County JETSB provides services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Member’s percentage share of La Salle County JETSB’s Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote of the total number of Board members.

5.3. Allocation of Annual Operating Costs.

A. Annual Operating Costs Allocation Formula. For the period from the Effective Date of this Agreement to the termination of this Agreement, the allocation for the La Salle County JETSB’s “Initial Annual Operating Costs” in its first fiscal year and the allocation for the “Annual Operating Costs” for each subsequent fiscal year shall be determined on a “per capita” basis, per Subsection 5.2 above, and shall be chargeable to each Participating Member.

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

5.4. Annual Budget.

The Board shall adopt an Annual Budget for the upcoming fiscal year at its November meeting each year. The Treasurer shall prepare a proposed Annual Budget for the Board to review and discuss at the Board’s September and October meetings each year. The Board shall review the proposed Annual Budget and direct the Treasurer to make such modifications as the Board deems proper and advisable.

5.5. Establishment of Participation Fees and Cost-Sharing.

It is expected that the Participation Fee of each Participating Member will be satisfied by the surcharge funds received on its behalf from the State of Illinois or from ETSB funds or other funds contributed to the La Salle County JETSB by the Participating Member. The La Salle County JETSB may deduct the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Members of their respective Participation Fees and approval of an authorization resolution by that Board as required by Section 35 of the Act (50 ILCS 750/35). If there are not adequate funds to deduct and pay the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Members agree to contribute additional funds to satisfy their Participation Fee. The initial Participation Fee shall be based on the Start-Up Budget as determined by the La Salle County JETSB, in its sole discretion, based on information provided by the Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB’s auditor. Thereafter, on an annual basis, the La Salle County JETSB, in its sole discretion, may establish one level of Participation Fees and additional other fees charged to the Initial Participating Members and one or more other levels of Participation Fees and additional other charges payable by members that join the La Salle County JETSB after its formation. The Participation Fees for the Initial Participating Members for the first full fiscal year of operation shall be based on the “per capita” formula(s) set forth in Subsection 5.2 above or as otherwise established by the Board, in its sole discretion, and from time to time may be amended. The Participation Fees will be paid annually to the La Salle County JETSB in four (4) equal quarterly installments, by the tenth (10th) calendar day of the month based on an invoice from the La Salle County JETSB. The Annual Surcharge Fund Allocation Formula of Section 5.2. above is based on a formula that is established by the Board of Directors, in its sole discretion, and from time to time may be amended in accordance with this Agreement.

A. Cost-Sharing. The Board, in its discretion, shall have the authority to fix cost-sharing charges for all Participating Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term Capital Costs and long-term Operating Costs and any other activities of the La Salle County JETSB will be cost-shared by the Participating Members, based on the “per capita” formula set forth in Subsection 5.2. above or as otherwise determined by the Board, with input from the Treasurer, any La Salle County
JETSB-retained consultant and/or La Salle County JETSB’S auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.

B. **Supplemental Fees.** If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the La Salle County JETSB’S matching portion of a grant) of the La Salle County JETSB, all Participating Members shall be obligated to timely pay any supplemental fees assessed by the La Salle County JETSB, as determined by the Board.

C. **Payment Due Date; Billing.** The payment of any Participation Fees shall be paid to the La Salle County JETSB annually in four (4) equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the La Salle County JETSB as a deduction from surcharge funds currently available in the Emergency Telephone System Fund or the Wireless Service Emergency Funds or other lawfully established bank account(s) or from the Participating Members. The Treasurer, or his/her designee, will be responsible for issuing billing statements to all Participating Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Treasurer.

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

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

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

5.6. **Treasurer.**

A. The Treasurer of the County of La Salle, Illinois shall serve as the initial treasurer of the La Salle County JETSB for a one (1) year term ("Treasurer") that is renewable by a two-thirds (2/3rds) vote of the total number of Board members. In the event the La Salle County Treasurer declines to serve as Treasurer, then, upon approval by the Board, the treasurer, the chief financial officer, the finance director or any of the functional equivalents of a Participating Member or a person from an auditing firm may be appointed to serve as the Treasurer of the La Salle County JETSB for a one (1) year term that is renewable by a two-thirds (2/3rds) vote of the total number of Board members.
The Treasurer shall have no voting authority on matters regarding the La Salle County JETSB and shall receive no additional salary or compensation for services provided to the La Salle County JETSB, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Member that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.

B. Duties. The Treasurer shall:

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

C. Financial Reports and Warrant List. The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

D. Financial Operations. All other necessary financial operations, including but not limited to accounting, accounts payable and payroll, shall be either outsourced to a third party contractor or handled by the Treasurer.

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

5.7. Donated Personal Property and Services.

If any Participating Member makes a donation of personal property or services to the La Salle County JETSB and the Board of the La Salle County JETSB, in its sole discretion, accepts said donation, then the donating Participating Member may receive a credit against any amounts it owes under this Agreement. The amount of the credit shall be determined by the Board. The amount of any credit granted under this Section by the Board shall only be effective after: (a) the donated personal property is successfully installed or received and determined to be operational; or (b) the donated services are performed. This Section does not apply to the donation of initial start-up personal property and services by the Initial Participating Members.

5.8. Credit for Surcharge Payments.

A. Emergency Telephone System Fund. Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Member shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/1 et seq. ("surcharge funds") to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its surcharge funds into the La Salle County JETSB's Emergency Telephone System Fund accounts maintained for each respective PSAP and for itself and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of surcharge funds deposited into the La Salle County JETSB's interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or other applicable laws. Surcharge funds retained
by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Act and the Participating Member's ordinances. The term "surcharge funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Act.

B. Wireless Service Emergency Fund. Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Member shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) (collectively "Wireless Surcharge Funds"), to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its Wireless Surcharge Funds into the La Salle County JETSB’S interest-bearing Wireless Emergency Telephone System Fund accounts or its Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself, and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of Wireless Surcharge Funds deposited into the La Salle County JETSB’S Wireless Emergency Telephone System Fund accounts and the Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Member’s ordinances. The term "Wireless Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

C. Authorization to Spend Surcharge Funds and Wireless Surcharge Funds. Until the La Salle County JETSB is formally certified by the Illinois Department of State Police, each Participating Member’s local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the La Salle County JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Members, as required by the Act. Once certified, the La Salle County JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Member in accordance with the applicable laws, but may expend a Participating Member’s local ETSB funds on behalf of the Participating Member by resolution consistent with the budgeted items or obligations that exist in its respective Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets. The balance of such ETSB funds shall be paid to the La Salle County JETSB’S Emergency Telephone System Fund and the La Salle County JETSB’S Wireless Emergency Telephone System Fund for use by the La Salle County JETSB for allowable purposes under applicable laws.

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

5.10. Fiscal Policies.

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

5.11. Procurement Policy.

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


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


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


No loans shall be procured on behalf of the La Salle County JETSB and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

ARTICLE VI
PERSONNEL MATTERS
6.0. La Salle County JETSB Personnel.

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

6.1. Resignation and Removal for Non-Attendance or Non-Cooperation.

A. Attendance. Any member of the Board or any subcommittee (as established by the Board) who is absent from the regular meetings of such Board or subcommittee for three (3) consecutive regular meetings of such Board or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to two-thirds (2/3rds) of the total number of Board members or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board. In addition, any member of the Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds (2/3rds) vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

B. Non-Performance or Non-Cooperation. Any member of the Board or any subcommittee (as established by the Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to two-thirds (2/3rds) vote of the total number of Board members or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) days written notice of the date, time and location of the hearing before the Board shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds (2/3rds) vote of the total number of Board members, to classify a member as resigned, that member shall be
removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

ARTICLE VII
INSURANCE

7.0. Required Insurance Coverage.

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

7.1. Scope of Coverage.

A. Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, including ISO Additional Insured Endorsement CG 2010 and CG 2026 or their equivalent forms.

B. Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

C. Directors and Officers Liability Insurance.

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

7.2. Minimum Limits of Coverage.

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

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

C. Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of $500,000 per accident.
D. Directors and Officers Liability Insurance. $1,000,000 each covered claim.

E. Excess / Umbrella Policy. $2,000,000 each covered claim.

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

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

A. Commercial General Liability and Automobile Liability Coverage. The La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives must be covered as additional insureds in all respects with no special limitations on the scope of protection afforded to the La Salle County JETSB or its appointed officials, employees, volunteers, agents and representatives.

B. Primary Coverage. For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Members shall be secondary to the insurance coverages maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives. Any insurance or self-insurance maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives, shall be the first level of insurance coverage and the Participating Members’ insurance coverages shall be in excess of the La Salle County JETSB’S insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the La Salle County JETSB is exhausted, each of the Participating Members’ insurance coverages will take effect on an equal-share prorated basis (e.g., seven (7) Participating Members will each be responsible for one-seventh of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs).

(1) Each of the owners of the PSAPS shall be solely responsible for maintaining all necessary types of liability insurance and other types of insurance to cover the operations, maintenance and staffing of the PSAPS and such insurance coverages shall be primary to the insurance maintained by the La Salle County JETSB.

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

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

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

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

G. Workers’ Compensation and Employers’ Liability Coverage. The insurer must agree to waive all rights of subrogation against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives for losses arising from work performed by the employee.

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

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

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

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

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

ARTICLE VIII
ADDITIONAL MEMBERS

8.0. Eligibility.

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

8.1. Approval of New Members.

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

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

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

C. Payment to the La Salle County JETSB of the required Participation Fee and any other fees, as determined by the Board based on information provided by the Treasurer, any La Salle County JETSB retained consultant and/or the La Salle County JETSB'S auditor.

D. Timely payment of all fees, costs and financial obligations required by this Agreement or an addendum, or as determined by the Board.

E. The Board's determination that the La Salle County JETSB can adequately serve the new member without diminishing the ability of the La Salle County JETSB to continue to serve the other Participating Members.

F. Approval by a two-thirds (2/3rds) vote of the total number of Board members.

ARTICLE IX
WITHDRAWAL, TERMINATION AND DISSOLUTION
9.0. Voluntary Withdrawal.

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

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

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

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

2. Any contractual obligations it has signed separately with the La Salle County JETSB; and

3. The Recapture Fee, as determined by the Board with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB’S auditor.

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

9.1. Involuntary Withdrawal.

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

1. The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.

2. Conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any of the terms of this Agreement or any adopted By-laws or other applicable laws or governmental regulations.

3. Non-compliance with or conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any protocols, orders, directives of the Board, the Treasurer, or industry standards or applicable laws or governmental regulations in regard to the operation of the La Salle County JETSB.
Prior to taking a vote to terminate for an unsecured default, the Board shall provide to the Participating Member an opportunity to have its alleged default resolved pursuant to the provisions of Section 9.4. (Dispute Resolution; Negotiation) below.

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

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

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

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

   b. Any contractual obligations it has signed separately with the La Salle County JETSB; and

   c. The Recapture Fee (if applicable).

9.2. Termination and Dissolution.

A. If the Board determines that the withdrawal of a Participating Member reduces the number of Participating Members to less than that feasible to keep the La Salle County JETSB operational, or upon the vote of two-thirds (2/3rds) of the total number of Board members to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

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

C. Upon such termination, and after payment of all debts and liabilities, the Participating Members shall cooperate to wind down the La Salle County JETSB as follows:
The fixed assets of the La Salle County JETSB shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Members at the time of dissolution on a “per capita” basis as averaged during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions on a “per capita” basis by all active Participating Members, at the time of dissolution.

All Participating Members shall share on a “per capita” basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the La Salle County JETSB and any other costs, fees and charges associated with terminating the operations of the La Salle County JETSB and the dissolution of the La Salle County JETSB.

As part of a dissolution of the La Salle County JETSB and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to the Recapture Fee. The Board, with input from the Treasurer, any La Salle County JETSB retained consultant and/or the La Salle County JETSB’s auditor, will determine the value of any Recapture Fees.

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

9.3. Withdrawal of Participating Member or Dissolution of La Salle County JETSB; Surcharge Funds.

Upon withdrawal of a Participating Member or the dissolution of the La Salle County JETSB, all monies that are allocated or attributable to the Participating Member(s) that are received or collected prior to or after the effective date of the withdrawal or termination from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be made available to the Participating Member(s) for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Member’s debts, liabilities and obligations pertaining to its participation in the La Salle County JETSB or its withdrawal from the La Salle County JETSB or the dissolution of the La Salle County JETSB have been fully paid.

9.4. Dispute Resolution; Negotiation.

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

ARTICLE X
REGULATORY APPROVALS

10.0. Registration and Certification.

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

ARTICLE XI
INDEMNIFICATION

11.0. Indemnification Generally.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the La Salle County JETSB agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and any of its Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the La Salle County JETSB shall indemnify, defend and hold harmless any Participating Member or any person who was or is made a party to a pending or completed action, suit or proceedings by reason of fact that such Participating Member or person is or was a director, officer or agent of the La Salle County JETSB, against and from any expenses (including reasonable attorney’s fees and litigation expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such Participating Member or person acted in good faith on behalf of the interests of the La Salle County JETSB. The determination of whether any Participating Member or an individual acted in good faith on behalf of the interests of the La Salle County JETSB shall be made by a two-thirds (2/3rds) vote of the total number of Board members. This indemnification shall not apply to any punitive damages or if the indemnification would otherwise be prohibited by law.
11.1. Indemnification – Mutual Obligations.

To the fullest extent permitted by law, each of the Participating Members agrees to defend, indemnify and hold each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Member, or its respective appointed and elected officials, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the La Salle County JETSB and any of its appointed officials, employees, agents and representatives, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

11.2 Indemnification – PSAP Owners.

To the fullest extent permitted by law, each owner of a PSAP agrees to defend, indemnify and hold the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the owner of the PSAP or its respective appointed and elected officials, employees, volunteers, agents and representatives, in regard to the operations, maintenance or staffing of the PSAP, except to the extent caused by the sole negligence of or willful and wanton conduct of the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives or one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

ARTICLE XII
LEAD MEMBER

12.0. Lead Member.

Subject to approval by the Board, the La Salle County JETSB may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the La Salle County JETSB and other third parties, including any of its Participating Members.

12.1. Intergovernmental Arrangements.

Subject to approval by the Board, the La Salle County JETSB may enter into appropriate intergovernmental agreements with one or more of the Participating Members or with other third parties for any lawful, public purposes.

ARTICLE XIII
MISCELLANEOUS

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

13.1. Member Equipment.

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

13.2. Amendment.

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

13.3. Duration.

This Agreement and the La Salle County JETSB shall continue in effect until terminated as provided herein.

13.4. Remedies.

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

13.5. Assignment.

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


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


Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties’ principal administrative offices, addressed to the Mayor or the City Administrator/City Manager or Chief Operating Officer. Such notices may also be delivered by
messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.


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

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

SIGNATURE PAGES TO FOLLOW
SIGNATURE PAGE FOR CITY OF LA SALLE

IN WITNESS WHEREOF, the below authorized official of the City of La Salle has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the City of La Salle.

City of La Salle

Name: JEFF GRAVE
Mayor

Date: 4-25, 2016

Attest:

Name: CARRIE L. BROWN
City Clerk

Date: 4-25, 2016
ENDORSEMENT #56
GENERAL PURPOSE ENDORSEMENT
ADDITIONAL COVERED PARTIES
COVERAGE ENDORSEMENT

Member: CITY OF LASALLE

Agreement No. 1213C0310

Effective Date: 01/01/2016 - 01/01/2017

Named Additional Protected Party or Entity: The LaSalle County Joint Emergency Telephone System Board

Name of Protect of Subject Matter: The City of LaSalle's Participation in Intergovernmental Agreement Establishing the La Salle County Joint Emergency Telephone System Board and Providing for the Consolidation of and Operation of Certain Public Safety Answering Points

Protection extends to the entity(ies), and its employees, and agents.

COVERAGE EXTENSION. The coverages afforded by forms RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6, including all terms, conditions, limitations, exclusions and provisions contained therein, are extended to include the coverage afforded hereunder is subject to the following additional limitations:

A. The coverage provided to the additional protected entity applies only to "bodily injury", "property damage", "personal Injury", "advertising injury", or "wrongful act", but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" or "wrongful act" caused, in whole or in part, by:

1. The negligent acts or omissions of the Member, its employees, elected or appointed officials, or volunteers, service contractors, or consultants engaged or authorized by the Member to act on its behalf, which the additional protected entity or persons would be held vicariously liable for; or

2. The negligent acts or omissions of the additional protected entity or parties while acting on behalf of the member in conjunction with the rights and obligations referenced in the document titled "Intergovernmental Agreement Establishing the La Salle County Joint Emergency Telephone System Board and Providing for the Consolidation of and Operation of Certain Public Safety Answering Points."

The coverage provided to the additional insured(s) subject to all other terms, conditions, and exclusions of the IMLRMA Coverage Grant(s).
A. However, regardless of the provisions of paragraph A above:

1. We will not extend any insurance coverage to any additional protected person or organization:
   
   a. That is not provided to the "Member" in the underlying Coverage Grant;
   
   b. That is any broader coverage than you are required to provide to the additional protected person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
   
   a. The Limits of Insurance provided to you in the Coverage Grants; or
   
   b. The Limits of Insurance you are required to provide in the written contract or written agreement.

All other provisions and conditions of forms RMA L, RMA 1, RMA 2, RMA 4, RMA 5, and RMA 6 remain unchanged.
# Certificate of Coverage

**Illinois Municipal League Risk Management Association**

c/o Cannon Cochran Management Services, Inc.
Towne Centre Building
2 East Main Street
Dennville, IL 61832

**Covered Member**
City of LaSalle
Attn: Beth Ketet
745 2nd Street
LaSalle, IL 61301-2501

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**This Certificate** is issued as a matter of information only and contains no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreements below.

**Coverage Provided By**

- **Coverage Provider A**
  - Illinois Municipal League Risk Management

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**Coverage**

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**Subject to $500 deductible**

**Description of Operations/Locations/Vehicles/Restrictions/Special Items**

The La Salle County Joint Emergency Telephone System Board and its appointed officials, employees, volunteers, agents and representatives, additional insured, only as respects the participation of the City of LaSalle in all aspects of the La Salle County JETSB, and all of the officials, employees and volunteers who perform services, directly or indirectly, for the La Salle County JETSB, including all persons who are appointed to serve on the board or any subcommittee, coverage does not apply to injury caused by sole negligence of additional insured.

**Certificate Holder**

La Salle County Joint Emergency Telephone System Board

**Authorized Signature**

[Signature]

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**Cancellation**

Should any of the above described agreements be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
ORDINANCE

#16-72

AN ORDINANCE AMENDING ORDINANCE No. 04-101 ON AUGUST 12th, 2004 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE LASALLE COUNTY CODE TO DISSOLVE THE LASALLE EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(County of LaSalle, Illinois, on behalf of the LaSalle County Emergency Telephone System Board)

WHEREAS, the County of LaSalle ("County"), on behalf of the LaSalle County Emergency Telephone System Board ("LaSalle County ETSB"), established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Ordinance No. 04-101 on August 12th, 2004 (Emergency Telephone System Board) of the LaSalle County Code, as amended (the "Code"); and

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

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

WHEREAS, the Corporate Authorities of LaSalle, the City of Marseilles ("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"), the City of Ottawa ("Ottawa"), the City of Peru ("Peru"), and the County of LaSalle, Illinois on behalf of the LaSalle County Emergency Telephone System Board ("LaSalle County ETSB") (collectively referred to as the "Participating Members") have each agreed to adopt ordinances that approve an intergovernmental agreement ("IGA") to provide for the establishment of an intergovernmental cooperative venture known as the "LaSalle County Joint Emergency Telephone System Board" (also referred to as "LaSalle County JETSB"). The purpose of the LaSalle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the three (3) public safety answering points and the LaSalle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the LaSalle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the LaSalle County JETSB under the IGA are: (1) the "LaSalle County Sheriff's PSAP," which is owned, staffed and operated by the LaSalle County Sheriff's Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the 'PSAPS');

WHEREAS, even though the LaSalle County JETSB will receive and allocate ETSB funds, the LaSalle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The LaSalle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the LaSalle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in the funding of the operations, maintenance and staffing of the PSAPS is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 75111 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the "Intergovernmental and 911-JETSB Statutes"); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the LaSalle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the LaSalle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the LaSalle County JETSB, with the balance of the ETSB funds being paid by the LaSalle County JETSB to the Participating Member's respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the LaSalle County JETSB and the regulatory approval of the LaSalle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator"); and
WHEREAS, in order to participate in the LaSalle County JETSB under the IGA, each of the Participating Members are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS, the Corporate Authorities of the County of LaSalle desire to amend the provisions of Ordinance No. 04-101 of August 12th, 2004 (Emergency Telephone System Board) of the LaSalle County Code to recognize the County's participation in the IGA and the establishment of LaSalle County's JETSB, and to terminate the establishment, authority and operational functions of its local ETSB ("LaSalle ETSB"), subject to two conditions: (1) the use by the County, in its own discretion, of any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the LaSalle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the County owes in regard to membership in the LaSalle County JETSB, with the balance of the ETSB funds being paid by the LaSalle County JETSB to the County's PSAP; and (2) the termination of its local ETSB will be effective only upon the creation of the LaSalle County JETSB and the regulatory approval of the LaSalle County JETSB by the State 9-1-1 Administrator; and

WHEREAS, pursuant to the authority granted by the applicable provisions of the Intergovernmental and 911-JETSB Statutes, the Corporate Authorities of the County of LaSalle find that the below LaSalle County Code amendments are in the best interests of and for the protection of the health, welfare and safety of the County, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE COUNTY OF LASALLE, LASALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance,

SECTION 2: Subject to the conditions set forth below in this Ordinance, Ordinance No. 04-101 of August 12th, 2004 (Emergency Telephone System Board) of the LaSalle County Code, as amended, shall be further amended to read in its entirety as follows:
Chapter 1

JOINT EMERGENCY TELEPHONE SYSTEM BOARD

1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

2: DISSOLUTION OF LOCALETSB; RE-INSTAMENT:

3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

I: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

A. Establishment. Pursuant to Ordinance No. 16-71 (adopted on June 13, 2016), the County approved an intergovernmental agreement entitled "Intergovernmental Agreement Establishing The LaSalle County Joint Emergency Telephone System Board And Providing For The Consolidation Of and Operation Of Certain Public Safety Answering Points (Initial Participating Members: City Of LaSalle, City Of Marseilles, City Of Mendota, City Of Oglesby, City Of Ottawa, City Of Peru And County Of LaSalle, Illinois on behalf of the LaSalle County Emergency Telephone System Board" (the "LaSalle County JETSB Intergovernmental Agreement") that provided for the establishment of an intergovernmental cooperative venture known as the "LaSalle County Joint Emergency Telephone System Board" (also referred to as the "LaSalle County JETSB"). The purpose of the intergovernmental arrangement is for the LaSalle County JETSB to initially oversee the consolidation of six (6) existing public safety answering points ("PSAPs") into three (3) PSAPs, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPs and the LaSalle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the LaSalle County JETSB. The three (3) PSAPs that will be funded by the LaSalle County JETSB Intergovernmental Agreement are: (1) the LaSalle County Sheriff's PSAP, which is owned, staffed and operated by the LaSalle County Sheriff's Department and is located at 707 East Bena Road, Ottawa, Illinois; (2) the Ottawa Central Dispatch PSAP, which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the Peru PSAP (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPs").

B. Membership; Authority and Duties. The total number of members on the LaSalle County JETSB shall match the total number of participating members that are parties to the LaSalle County JETSB Intergovernmental Agreement, as amended to add new members. The initial membership on the LaSalle County JETSB shall total seven (7) members, including the statutory "public member." The members of the LaSalle County JETSB shall be comprised of one (1) representative from each of the participating members of the LaSalle County JETSB Intergovernmental Agreement, as designated in writing by the mayor or presiding administrative officer of each participating member. The statutory "public member" will be one of the designated representatives of one of the participating members of the LaSalle County JETSB Intergovernmental Agreement or appointed pursuant to the terms of the Agreement. The authority and duties of the LaSalle County JETSB shall be governed by the terms of the LaSalle County JETSB Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.
2: DISSOLUTION OF LOCAL EMERGENCY TELEPHONE SYSTEM BOARD; RE-INSTATEMENT:

A. Dissolution of Local Emergency Telephone System Board (ETSB). Pursuant to Ordinance No. 16-72 (adopted June 13, 2016), the County's ETSB was dissolved effective upon the date of the regulatory approval of creation of the LaSalle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police. The County's ETSB was initially established by the adoption of Ordinance No. 04-101 on August 12th, 2004.

B. Re-instatement of Local ETSB. In the event the County withdraws from participation in the LaSalle County JETSB Intergovernmental Agreement, to the extent permitted by applicable laws and regulations, the County will either take the necessary corporate actions to re-instate its local ETSB or join another Joint Emergency Telephone System Board (JETSB).

3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

A. Use of ETSB Funds. Under the LaSalle County JETSB Intergovernmental Agreement, the County, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), or may contribute its ETSB funds to the LaSalle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the County owes in regard to membership in the LaSalle County JETSB, with the balance of the ETSB funds being paid by the LaSalle County JETSB to the County's PSAP.

B. Surcharge Funds. Upon dissolution of the County's ETSB and subject to the terms of the LaSalle County JETSB Intergovernmental Agreement and the County's continued participation in the LaSalle County JETSB, all monies received or collected by the County that are intended to be used for ETSB purposes or LaSalle County JETSB purposes from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the LaSalle County JETSB for deposit and expenditure by the LaSalle County JETSB in accordance with the terms of the LaSalle County JETSB Intergovernmental Agreement, the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

C. Surcharge Rate. The County is authorized to receive surcharge funds pursuant to Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 75111 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) at rates and in amounts established by and regulated by these applicable State laws. Under Ordinance No. 05-07 (adopted January 13, 2005), the County enacted a 9-1-1 surcharge rate of One Dollar and Sixty Cents ($1.60), which was based on a November 2, 2004 referendum in which a majority of the voters voted in favor of the 9-1-1 surcharge rate ("Established 9-1-1 Surcharge Rate"). The County is authorized to continue to receive surcharge funds at the Established Surcharge Rate or any other rate established by and regulated by
applicable State laws. The dissolution of the County's local ETSB shall have no impact on the County's authority and right to continue to receive its allocation of surcharge funds under these applicable State laws in accordance with the terms of the LaSalle County JETSB Intergovernmental Agreement."

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

A. Adoption by each of the initial Participating Members of an ordinance approving the LaSalle County JETSB Intergovernmental Agreement.

B. Adoption by the other initial Participating Members of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.

C. Regulatory approval of the LaSalle County JETSB by the State 9-1-1 Administrator, or his/her designee.

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

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

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.
SECTION 8: The Corporate Authorities of the County of LaSalle, LaSalle County, Illinois authorize and direct the County Board Chairman and County Clerk, or their designees, to execute and submit to all required governmental oversight and regulatory agencies, including but not limited to the Illinois Department of State Police, a certified copy of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the applicable laws and regulations to dissolve the LaSalle County ETSB. In addition, the County Clerk shall transmit certified copies of this Ordinance to each of the other Participating Members of the LaSalle County JETSB within ten (10) calendar days of approval of this Ordinance.

ADOPTED this 13th day of June, 2016, pursuant to a roll call vote as follows:
MR. ABEL, MS. MCNALLY, MR. ZIELKE, MS. OWENS, MR. BORCHSENIOUS, MS. BERNAL,
MR. OSCEPINSKI, MR. BUCKUS, MR. SAVITCH, MR. KASAP, MS. BUSCH, MR. TUITIE,
AYES: MS. CARRETTO, MR. WALSH, MR. TRAGER, MR. THRUSH, MR. WEISS, MR. LEE, MR.
MYERS, MR. ORBAN, MR. ROACH, MR. BEDLOCK, MR. WALTER. (24)
NAYS:

ABSTAIN: 0

ABSENT: MR. ERBREDERIS, MR. SMALL, MR. DOSE, MS. BILLARD, MR. FREEMAN (5)

APPROVED this 13th day of June, 2016, by the County Board Chairman of the County of LaSalle, and attested by the County Clerk, on the same day.

Jerry L. Hicks, Chairman
LaSalle County Board

ATTEST:

LaSalle County Clerk

This Ordinance was published by me in pamphlet form on the 13th day of June, 2016.

LaSalle County Clerk
STATE OF ILLINOIS  )
  ) SS
COUNTY OF LASALLE  )

COUNTY CLERK'S CERTIFICATE

I, JOANN CARRETTO, County Clerk of the County of LaSalle, in the County of LaSalle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 16–72

AN ORDINANCE AMENDING TITLE _ (BOARDS AND COMMISSIONS), CHAPTER _ (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE LASALLE COUNTY CODE TO DISSOLVE THE LASALLE EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(County of LaSalle, Illinois,
on behalf of the LaSalle County Emergency Telephone System Board)

which Ordinance was passed by the Corporate Authorities of the County of LaSalle at an open County Council Meeting on the 13TH day of JUNE 2016, at which meeting a quorum was present, and approved by the County Board Chairman of the County of LaSalle on the 13TH day of JUNE 2016.

I further certify that the vote on the question of Corporate Authorities of the County of LaSalle was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the County of LaSalle, and that the result of said vote was as follows, to-wit:

AYES: MR. ABEL, MS. McNALLY, MR. ZIELKE, MS. OWENS, MR. BORCHSENIOUS, MS. BERNAL,
AYES: MR. OSCEPINSKI, MR. BUTKUS, MR. SAVITCH, MR. KASAP, MS. BUSCH, MR. TUFTIE,
AYES: MS. CARRETTO, MR. WALSH, MR. TRAGER, MR. THRUSH, MR. WEISS, MR. LEB, MR.
AYES: MYERS, MR. ORBAN, MR. ROACH, MR. SEDLOCK, MR. WALTER. (24)

ABSTAIN: 0

ABSENT: MR. KRHRREDERIS, MS. SMALL, MR. DOSE, MS. BILLAGEAR, MR. FREEMAN. (5)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of LaSalle, this 13TH day of JUNE 2016.

[SEAL]

County Clerk

362951

214149

Ord_Dissolve_E911_FB_6-13-16-Final
COUNTY OF LASALLE
ORDINANCE NO. 16-72

AMENDING ORDINANCE §04-101 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE LASALLE COUNTY CODE TO DISSOLVE THE LASALLE EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD.
ADOPTED BY THE COUNTY OF LASALLE OF THE STATE OF ILLINOIS

Published in pamphlet form by authority of the LaSalle County Board of the County of LaSalle, Illinois, this 13TH day of JUNE 2016.
CERTIFICATE

I, JoAnn Carretto, certify that I am the duly elected and acting County Clerk of the County of LaSalle, Illinois.

I further certify that on JUNE 13TH, 2016, the LaSalle County Board of the County of LaSalle passed and approved Ordinance No. 16-72, AMENDING ORDINANCE #04-101 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE LASALLE COUNTY CODE TO DISSOLVE THE LASALLE EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD.

The pamphlet form of Ordinance No. 16-72, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was made available for public inspection upon request in the office of the LaSalle County Clerk.

Dated at Ottawa, Illinois, this 13TH day of JUNE, 2016.

JoAnn Carretto, LaSalle County Clerk
We, the undersigned members of the Committee on Appointments and Legislation & Rules Committee, forward to the LaSalle County Board for approval the attached:

**ORDINANCE**

(#16-72)

AN ORDINANCE AMENDING ORDINANCE No. 04-101 on AUGUST 12th, 2004 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE LASALLE COUNTY CODE

TO DISSOLVE THE LASALLE EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(County of LaSalle, Illinois, on behalf of the LaSalle County Emergency Telephone System Board)

Jerry Hicks,
Board & Committee Chairman

Tom Walsh

Sandi Billard

Larry Butkus

Russell Boe

Scott Orban

Randy Freeman

SIGNATURE

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ORDINANCE

#16-71

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM
BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND
OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS
(Participating Members: City of LaSalle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa, City of
Peru and LaSalle County Emergency Telephone System
Board)

(County of LaSalle, LaSalle County, Illinois)

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

WHEREAS, the corporate authorities of City of LaSalle ("LaSalle"), the City of
Marseilles ("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"),
the City of Ottawa ("Ottawa"), the City of Peru ("Peru"), and the County of LaSalle and its
Emergency Telephone System Board ("LaSalle County ETSB") (collectively referred to as the
"Participating Members") have each agreed to adopt ordinances that approve an intergovernmental
agreement to provide for the establishment of an intergovernmental cooperative venture known
as the "LaSalle County Joint Emergency Telephone System Board" (also referred to as
"LaSalle County JETSB"). The intergovernmental agreement is entitled 'Intergovernmental
Agreement Establishing The LaSalle County Joint Emergency Telephone System Board And
Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points
(Participating Members: City of LaSalle, City of Marseilles, City of Mendota, City of Oglesby,
City of Ottawa, City of Peru and LaSalle County Emergency Telephone System Board)"
("IGA"). A copy of the IGA is attached hereto as Exhibit "A" and made a part hereto; and

WHEREAS, the purpose of the LaSalle County JETSB is to oversee the consolidation of
six (6) existing public safety answering points into three (3) public safety answering points, to
administer the receipt and allocation of surcharge funds and other revenues based on a cost-
sharing formula set forth in the IGA to assist in funding the operations of the three (3) public
safety answering points and the LaSalle County JETSB, and to provide general coordination of the
delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1
communication services within the service territories of the Participating Members of the LaSalle
County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the LaSalle County JETSB under the IGA are: (1) the "LaSalle County Sheriff's PSAP," which is owned, staffed and operated by the LaSalle County Sheriff's Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS"); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the LaSalle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") to pay for budgeted items or obligations that exist in its Fiscal Years 2016 and 2017 ETSB budgets or may contribute its ETSB funds to the LaSalle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the LaSalle County JETSB, with the balance of the ETSB funds being paid by the LaSalle County JETSB to the Participating Member's PSAP; and (2) the termination of the local ETBs will be effective only upon the creation of the LaSalle County JETSB and the regulatory approval of the LaSalle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator"); and

WHEREAS, with the approval of Ordinance No. 16-72 (An Ordinance Amending Ordinance No. 04-101 on August 12th, 2004 (Emergency Telephone System Board) Of The LaSalle County Code To Dissolve The LaSalle Emergency Telephone System Board In Order To Participate On The LaSalle County Joint Emergency Telephone System Board (LaSalle County, Illinois), the corporate authorities of LaSalle have provided for the dissolution of its local ETSB; and

WHEREAS, even though the LaSalle County JETSB will receive and allocate ETSB funds to the PSAPS, the LaSalle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The LaSalle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the LaSalle County JETSB will not be adequate to provide a full level of funding for such activities; and

24185
WHEREAS, the corporate authorities of each of the Participating Members are required to vote in favor of the attached IGA by approving an Ordinance that contains the same authorizing content and is in substantially the same format as this Ordinance; and

WHEREAS, the corporate authorities of the County of LaSalle, Illinois find that it is in its best interests to authorize the approval and execution of the IGA in order to participate on the LaSalle County JETSB. The authority to enter into the IGA to create and operate the LaSalle County JETSB and to assist in funding the operation, maintenance and staffing of the PSAPS is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (50 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)).

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE COUNTY OF LASALLE, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The corporate authorities of the County of LaSalle, Illinois approve and authorize the execution of the attached intergovernmental agreement entitled "Intergovernmental Agreement Establishing The LaSalle County Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Access Points (Participating Members: City of LaSalle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and LaSalle County Emergency Telephone System Board)" (Exhibit "A"). In addition, the corporate authorities authorize and direct the County Board Chairman and County Clerk, or their designees, to execute and submit signed originals of the signature page of the IGA for the County of LaSalle, certified copies of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. The County Clerk shall transmit a copy of the IGA with signed signature pages in regard to the County of LaSalle and certified copies of this Ordinance to each of the other Participating Members of the LaSalle County JETSB within ten (10) calendar days of approval of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.
ADOPTED this 13th day of June, 2016, pursuant to a roll call vote as follows:
MR. ABEL, MS. MCNALLY, MR. ZIELE, MS. OWENS, MR. BORCHGENIUS, MS. BERNAA
MR. OSCEPINSKI, MR. BUTKUS, MR. SAVITCH, MR. KASAP, MS. BUSCH, MR. TUFT1.
AYE: MS. CARBETTO, MR. WALSH, MR. TRAGER, MR. THrush, MR. WEISS, MR. LEE, MR.
MYERS, MR. ORBAN, MR. ROACH, MR. SEDLOCK, MR. WALTER
NAYS: 0

ABSTAIN: 0

ABSENT: MR. BERREDERIS, MR. SMALL, MS. BILLARD, MR. DOSE, MR. FREEMAN

APPROVED this 13th day of June, 2016, by the Board Chairman of the County of
LaSalle, and attested by the County Clerk, on the same day.

Jerry L. Hicks, Chairman
LaSalle County Board

ATTEST:

LaSalle County Clerk

This Ordinance was published by me in pamphlet form on the 13th day of June, 2016.

LaSalle County Clerk
EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ACCESS POINTS
(Participating Members: City of LaSalle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa, City of Peru
and LaSalle County Emergency Telephone System Board)

(attached)
STATE OF ILLINOIS  
)  SS  
COUNTY OF LASALLE  
)

COUNTY CLERK'S CERTIFICATE

I, JOANN CARRETTO, County Clerk of the County of LaSalle and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. 16-71

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS (Participating Members: City of LaSalle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and LaSalle County Emergency Telephone System Board)

(County of LaSalle, LaSalle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the County of LaSalle at an open County Board Meeting on the 13TH day of 2016, at which meeting a quorum was present, and approved by the Board Chairman of the County of LaSalle on the 13TH day of 2016.

I further certify that the vote on the question of Corporate Authorities of the County of LaSalle was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the County of LaSalle, and that the result of said vote was as follows, to-wit:

MR. ABEL, MS. MCNALLY, MR. ZIELKE, MS. OWENS, MR. BORCHSENIIUS, MS. BERNAL,
AYES: MR. OSCEPINSKI, MR. BUTKUS, MR. SAVITCH, MR. KASAP, MS. BUSCH, MR. TUFTLE,
MS. CARRETTO, MR. WALSE, MR. TRAGER, MR. TURNER, MS. WEISS, MR. LEE, MR.
NAYS: MYERS, MR. ORBAN, MR. ROCHEL, MR. SEDLOCK, MR. WALTER.
NAYS: -0 -------------------------------
ABSTAIN: 0 -------------------------------

ABSENT: MR. EMBREDERTS, MR. SMALL, MS. BILLARD, MR. DOSE, MR. FREEMAN.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of LaSalle, this 13TH day of JUNE, 2016.

[SEAL]

County Clerk

244139
SIGNATURE PAGE FOR COUNTY OF LA SALLE, ILLINOIS
ON BEHALF OF THE LA SALLE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

IN WITNESS WHEREOF, the below authorized official of the County of La Salle, Illinois, on behalf of the La Salle County Emergency Telephone System Board, has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the County of La Salle, Illinois, on behalf of the La Salle County Emergency Telephone System Board,

County of La Salle, Illinois,
on behalf of the La Salle County Emergency Telephone System Board:

Name: Jerry L. Hixes
Title: County Board Chairman
Date: June 24th, 2016

Attest:

Name: Joann Carretto
Title: LaSalle County Clerk
Date: June 24th, 2016
COUNTY OF LASALLE
ORDINANCE NO. 16-71
APPROVING & AUTHORIZING THE EXECUTION OF AN INTERGOVERN-
MENTAL AGREEMENT ESTABLISHING THE LASALLE COUNTY JOINT
EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE
CONSOLIDATION OF AN OPERATION OF CERTAIN PUBLIC SAFETY
ANSWERING POINTS.

ADOPTED BY THE COUNTY OF
LASALLE OF THE STATE OF ILLINOIS

Published in pamphlet form by authority of the LaSalle County Board of the County
of LaSalle, Illinois, this 13TH day of MARCH, 2016.
CERTIFICATE

I, JoAnn Carretto, certify that I am the duly elected and acting County Clerk of the County of LaSalle, Illinois.

I further certify that on JUNE 13TH, 2016, the LaSalle County Board of the County of LaSalle passed and approved Ordinance No. 16-71, APPROVING & AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AN OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS.

The pamphlet form of Ordinance No. 16-71, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was made available for public inspection upon request in the office of the LaSalle County Clerk.

Dated at Ottawa, Illinois, this 13TH day of JUNE, 2016.

[Signature]

JoAnn Carretto, LaSalle County Clerk
ORDINANCE NO. 1602

AN ORDINANCE PROVIDING FOR DISSOLUTION OF THE
EMERGENCY TELEPHONE SYSTEM BOARD OF THE CITY OF MARSEILLES

WHEREAS, the City of Marseilles has established and operated an Emergency Telephone System Board ("ETSB") pursuant to a subchapter entitled "EMERGENCY TELEPHONE SYSTEM BOARD" found at Section 33.70 through 33.77 of CHAPTER 33: BOARDS AND COMMISSIONS of the "CODE OF MARSEILLES"; AND,

WHEREAS, Public Act 99-006 (effective January 1, 2016) made amendments to The Emergency Telephone System Act which under Section 15.4a (50 ILCS 750/15.4a) requires the creation within LaSalle County of a single Joint Emergency Telephone System Board ("JETSB") and consolidation of Public Safety Answering Points; and,

WHEREAS, the corporate authorities of the City of Marseilles, the City of LaSalle, the City of Mendota, the City of Oglesby, the City of Ottawa, the City of Peru, and the County of La Salle and its Emergency Telephone System Board (collectively referred to as the "Participating Members") have each tentatively agreed to adopt ordinances that approve an intergovernmental agreement ("IGA") to provide for the establishment of an intergovernmental cooperative venture known as the "La Salle County JETSB" (also referred to as "La Salle County JETSB") which will have purposes including to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing formula or other directives set forth in the IGA to assist in funding the operations of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless 2-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB; and

WHEREAS, the three (3) contemplated public safety answering are (1) the "La Salle County Sheriff's PSAP," which is owned, staffed and operated by the La Salle County Sheriff's Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPs"); and

WHEREAS, in accordance with said Section 15.4a The Emergency Telephone System Act, as an element of establishing the La Salle County JETSB under the IGA, the Participating Members need to adopt ordinances to terminate their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Years 2016 and 2017 ETSB
budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”); and

WHEREAS, this City Council believes that it is the best interest of the City, its residents and the public that Marseilles participate in the proposed La Salle County JETSB and by this ordinance take steps requiring for termination of the City’s Emergency Telephone System Board;

NOW, WHEREFORE, BE IT ORDAINED that the subchapter entitled “EMERGENCY TELEPHONE SYSTEM BOARD” and Section 33.70 through 33.77 inclusive of CHAPTER 33: BOARDS AND COMMISSIONS of the “CODE OF MARSEILLES” shall be removed from the CODE OF MARSEILLES and the Emergency Telephone System Board of the City of Marseilles shall be dissolved if and when the above mentioned Participating Members establish a proposed LaSalle County Joint Emergency Telephone System Board (“La Salle County ETSB”) and such La Salle County JETSB receives final regulatory approval by the 9-1-1 Administrator of the Illinois Department of State Police.

The Emergency Telephone System Board of the City of Marseilles and/or Marseilles City Council shall decide by later ordinance or resolution how Marseilles shall utilize surcharge funds pursuant to the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) until such funds are distributed to the LaSalle County ETSB.

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

This ordinance may be published in pamphlet form.

Passed and approved this May 4, 2016 by vote of the commissioners now holding office as follows:

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<th>Commissioner</th>
<th>Yes</th>
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<td>James Hollenbeck</td>
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City of Marseilles

By, Mayor

ATTEST

By, Clerk

SEAL
ORDINANCE NO. 1501

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

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

WHEREAS, the corporate authorities of the City of Marseilles, the City of LaSalle, the City of Mendota, the City of Oglesby, the City of Ottawa, the City of Peru, and the County of LaSalle and its Emergency Telephone System Board (collectively referred to as the "Participating Members") have each tentatively agreed to adopt ordinances that approve an intergovernmental agreement ("IGA") to provide for the establishment of an intergovernmental cooperative venture known as the "LaSalle County Joint Emergency Telephone System Board" (also referred to as "LaSalle County JETSB"). The intergovernmental agreement is entitled "INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ACCESS POINTS (Participating Members: City of LaSalle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru, and LaSalle County Emergency Telephone System Board)" a copy of which is attached hereto as Exhibit A and made a part hereof; and;

WHEREAS, the purpose of the LaSalle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and any other revenues on a cost-sharing formula or other directives set forth in the IGA, to assist in funding the operations of the three (3) public safety answering points and the LaSalle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB; and;

WHEREAS, the three (3) contemplated public safety answering points are: (1) the "LaSalle County Sheriff's PSAP," which is owned, staffed, and operated by the LaSalle County Sheriff's Office and is located at 707 East Elna Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed, and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed, and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS"), and;

WHEREAS, in accordance with said Section 15.4a the Emergency Telephone System Act, as an
element of establishing the LaSalle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances to terminate the establishment, authority and operational functions of their respective local ETSB’s, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining ETSB funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in its Fiscal Years 2016 and 2017 ETSB budgets or may contribute its ETSB funds to the LaSalle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the LaSalle County JETSB, with the balance of the ETSB funds being paid by the LaSalle County JETSB to the Participating Member’s PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”), and;

WHEREAS, with this City Council’s approval of AN ORDINANCE PROVIDING FOR DISSOLUTION OF THE EMERGENCY TELEPHONE SYSTEM BOARD OF THE CITY OF MARSEILLES, the corporate authorities of Marseilles have provided for the dissolution of their local ETSB, and;

WHEREAS, even though the LaSalle County JETSB will receive and allocate ETSB funds to the PSAPS, the LaSalle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS; (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The LaSalle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communications system, as the PSAPS will each remain independently owned, staffed, and operated, and each PSA owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, and the ETSB funds received from the LaSalle County JETSB will not be adequate to provide a full level of funds for such activities, and;

WHEREAS, the corporate authorities of each of the Participating Members are required to vote in favor of the attached IGA by approving an Ordinance that contains the same authorizing content and is in substantially the same format at this Ordinance, and;

WHEREAS, the corporate authorities of the City of Marseilles, LaSalle County, Illinois find that it is in the best interests to authorize the approval and execution of the IGA in order to participate on the LaSalle County JETSB;

NOW, WHEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF MARSEILLES, LASALLE COUNTY, ILLINOIS, AS FOLLOWS:
Section 1.

Each above paragraph is incorporated by reference into this Section 1 and made a part hereof as material and operative provision of this Ordinance.

Section 2.

The corporate authorities of the City of Marseilles, LaSalle County, Illinois approve and authorize the execution of the attached intergovernmental agreement entitled "INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ACCESS POINTS (Participating Members: City of LaSalle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and LaSalle County Emergency Telephone System Board)", a copy of which is attached hereto as Exhibit A. In addition, the corporate authorities authorize the Mayor and City Clerk, or their designees, to execute and submit signed originals of the signature page of the IGA for the City of Marseilles, certified copies of this ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. The City Clerk shall transmit a copy of the IGA with signed signature pages in regard to the City of Marseilles and certified copies of this Ordinance to each of the other Participating Members of the LaSalle County JETSB within ten (10) calendar days of approval of this Ordinance.

This ordinance may be published in pamphlet form.

Passed and approved this [May 4, 2010] by vote of the commissioners now holding office as follows:

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<th>Commissioner</th>
<th>Yes</th>
<th>No</th>
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<tr>
<td>James Hollenbeck</td>
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City of Marseilles
By ________________________________
Mayor

ATTEST:
By ________________________________
Clerk
SIGNATURE PAGE FOR CITY OF MAREISLES

IN WITNESS WHEREOF, the below authorized official of the City of Marseilles has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the City of Marseilles.

City of Marseilles

Name: [Signature]

Mayor

Date: May 6, 2016

Attest:

Name: [Signature]

City Clerk

Date: May 6, 2016
ORDINANCE NO. 04-18-16B

AN ORDINANCE AMENDING CHAPTER 29 (EMERGENCY SERVICES), SECTION 7 (EMERGENCY TELEPHONE SYSTEM BOARD) OF
THE MENDOTA CITY CODE TO DISSOLVE THE MENDOTA EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
(City of Mendota, La Salle County, Illinois)

WHEREAS, the City of Mendota ("Mendota" or the "City") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Chapter 29 (Emergency Services), Section 7 (Emergency Telephone System Board) of the Mendota City Code, as amended (the "Code"); and

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

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

WHEREAS, the Corporate Authorities of Mendota, the City of La Salle ("La Salle"), the City of Marseilles ("Marseilles"), the City of Oglesby ("Oglesby"), the City of Ottawa ("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board ("La Salle County ETSB") (collectively referred to as the "Participating Members") have each agreed to adopt ordinances that approve an intergovernmental agreement ("IGA") to provide for the establishment of an intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone System Board" (also referred to as "La Salle County JETSB"). The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services
and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB; and

WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the “Peru PSAP” (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”); and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in the funding of the operations, maintenance and staffing of the PSAPS is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 [Office of Statewide 9-1-1 Administrator]) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the “Intergovernmental and 911-JETSB Statutes”); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds
to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”); and

WHEREAS, in order to participate in the La Salle County JETSB under the IGA, each of the Participating Members are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS, the Corporate Authorities of the City of Mendota desire to amend the provisions of Chapter 29 (Emergency Services), Section 7 (Emergency Telephone System Board) of the Mendota City Code to recognize the City’s participation in the IGA and the establishment of La Salle County’s JETSB, and to terminate the establishment, authority and operational functions of its local ETSB (“La Salle ETSB”), subject to two conditions: (1) the use by the City, in its own discretion, of any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City’s PSAP; and (2) the termination of its local ETSB will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator; and

WHEREAS, pursuant to the authority granted by the applicable provisions of the Intergovernmental and 911-JETSB Statutes, the Corporate Authorities of the City of Mendota find that the below Mendota City Code amendments are in the best interests of and for the protection of the health, welfare and safety of the City, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF MENDOTA, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Chapter 29 (Emergency Services), Section 7 (Emergency Telephone System Board) of the Mendota City Code, as amended, shall be further amended to read in its entirety as follows:
"Chapter 29"

JOINT EMERGENCY TELEPHONE SYSTEM BOARD

29-7-A: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

29-7-B: DISSOLUTION OF LOCAL ETSB; RE-INSTatement:

29-7-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

29-7-A: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

(1) Establishment. Pursuant to Ordinance No. 04-18-16B (adopted on April 18, 2016), the City approved an intergovernmental agreement entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of and Operation Of Certain Public Safety Answering Points (Initial Participating Members: City Of La Salle, City Of Marseilles, City Of Mendota, City Of Oglesby, City Of Ottawa, City Of Peru And County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)” (the “La Salle County JETSB Intergovernmental Agreement”) that provided for the establishment of an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as the “La Salle County JETSB”). The purpose of the intergovernmental arrangement is for the La Salle County JETSB to initially oversee the consolidation of six (6) existing public safety answering points (“PSAPS”) into three (3) PSAPS, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB. The three (3) PSAPS that will be funded by the La Salle County JETSB Intergovernmental Agreement are: (1) the La Salle County Sheriff’s PSAP, which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the Ottawa Central Dispatch PSAP, which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the Peru PSAP (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”).

(2) Membership; Authority and Duties. The total number of members on the La Salle County JETSB shall match the total number of participating members that are parties to the La Salle County JETSB Intergovernmental Agreement, as amended to add new members. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory “public member.” The members of the La Salle County JETSB shall be comprised of one (1) representative from each of the participating
members of the La Salle County JETSB intergovernmental Agreement, as designated in writing by the mayor or presiding administrative officer of each participating member. The statutory “public member” will be one of the designated representatives of one of the participating members of the La Salle County JETSB Intergovernmental Agreement or appointed pursuant to the terms of the Agreement. The authority and duties of the La Salle County JETSB shall be governed by the terms of the La Salle County JETSB Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

29-7-B: DISSOLUTION OF LOCAL EMERGENCY TELEPHONE SYSTEM BOARD; RE-INSTATEMENT:

(1) **Dissolution of Local Emergency Telephone System Board (ETSB).** Pursuant to Ordinance No. 04-18-16B (adopted April 18, 2016), the City’s ETSB was dissolved effective upon the date of the regulatory approval of creation of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police. The City’s ETSB was initially established by the adoption of Ordinance 6-3-91B on June 3, 2016.

(2) **Re-instatement of Local ETSB.** In the event the City withdraws from participation in the La Salle County JETSB Intergovernmental Agreement, to the extent permitted by applicable laws and regulations, the City will either take the necessary corporate actions to re-instate its local ETSB or join another Joint Emergency Telephone System Board (JETSB).

29-7-C: USE OF ETSB FUNDS; SURCHARGE FUNDS:

(1) **Use of ETSB Funds.** Under the La Salle County JETSB Intergovernmental Agreement, the City, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City’s PSAP.

(2) **Surcharge Funds.** Upon dissolution of the City’s ETSB and subject to the terms of the La Salle County JETSB Intergovernmental Agreement and the City’s continued participation in the La Salle County JETSB, all monies received or collected by the City that are intended to be used for ETSB purposes or La Salle County JETSB purposes from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the La Salle County JETSB.
for deposit and expenditure by the La Salle County JETSB in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement, the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

(3) Surcharge Rate. The City is authorized to receive surcharge funds pursuant to Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) at rates and in amounts established by and regulated by these applicable State laws. Under Ordinance No. 1-21-91B (adopted January 21, 1991), the City proposed the enactment of a 9-1-1 surcharge rate of One Dollar and Twenty-Five Cents ($1.25), which was later approved a majority of voters at a referendum conducted on April 2, 1991 (“Established 9-1-1 Surcharge Rate”). The City is authorized to continue to receive surcharge funds at the Established Surcharge Rate or any other rate established by and regulated by applicable State laws. The dissolution of the City’s local ETSB shall have no impact on the City’s authority and right to continue to receive its allocation of surcharge funds under these applicable State laws in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement.”

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

A. Adoption by each of the initial Participating Members of an ordinance approving the La Salle County JETSB Intergovernmental Agreement.

B. Adoption by the other initial Participating Members of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.

C. Regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator, or his/her designee.

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

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

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.
SECTION 7: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

SECTION 8: The Corporate Authorities of the City of Mendota, La Salle County, Illinois authorize and direct the Mayor and City Clerk, or their designees, to execute and submit to all required governmental oversight and regulatory agencies, including but not limited to the Illinois Department of State Police, a certified copy of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the applicable laws and regulations to dissolve the Mendota ETSB. In addition, the City Clerk shall transmit certified copies of this Ordinance to each of the other Participating Members of the La Salle County JETSB within ten (10) calendar days of approval of this Ordinance.

ADOPTED this 18th day of April, 2016, pursuant to a roll call vote as follows:

AYES: 7

NAYS: 0

ABSTAIN: 0

ABSENT: 1

APPROVED this 18th day of April, 2016, by the Mayor of the City of Mendota, and attested by the City Clerk, on the same day.

David W. Boelk, Mayor

ATTEST:

Emily J. McConville, City Clerk

This Ordinance was published by me in pamphlet form on the 18th day of April, 2016.

Emily J. McConville, City Clerk
CLERK'S CERTIFICATE

I, Emily McConville, City Clerk of the City of Mendota, in the County of La Salle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 04-18-16B

AN ORDINANCE AMENDING CHAPTER 29 (EMERGENCY SERVICES), SECTION 7 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE MENDOTA CITY CODE TO DISSOLVE THE MENDOTA EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of Mendota, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of Mendota at an open City Council Meeting on the 18th day of April, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of Mendota on the 18th day of April, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of Mendota was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Mendota, and that the result of said vote was as follows, to-wit:

AYES: 7

NAYS: 0

ABSTAIN: 0

ABSENT: 1

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Mendota, this 18th day of April, 2016.

[SEAL]  

city Clerk
ORDINANCE NO. 04-18-16C

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS

(Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa,
City of Peru and County of La Salle, Illinois on behalf of
the La Salle County Emergency Telephone System Board)

(City of Mendota, La Salle County, Illinois)

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

WHEREAS, the Corporate Authorities of City of La Salle (“La Salle”), the City of Marseilles (“Marseilles”), the City of Mendota (“Mendota”), the City of Oglesby (“Oglesby”), the City of Ottawa (“Ottawa”), the City of Peru (“Peru”), and the County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board (“La Salle County ETSB”) (collectively referred to as the “Participating Members”) have each agreed to adopt ordinances that approve an intergovernmental agreement to provide for the establishment of an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as “La Salle County JETSB”). The intergovernmental agreement is entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)” (“IGA”). A copy of the IGA is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the purpose of the La Salle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the "La Salle County Sheriff’s PSAP," which is owned, staffed and operated by the La Salle County Sheriff's Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS"); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator"); and

WHEREAS, with the approval of Ordinance No. 04-18-16C (An Ordinance Amending Chapter 29 (Emergency Services) Of The Mendota Municipal Code To Dissolve The Mendota Emergency Telephone System Board In Order To Participate On The La Salle County Joint Emergency Telephone System Board (City of Mendota, La Salle County, Illinois), the Corporate Authorities of La Salle have provided for the dissolution of its local ETSB; and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle
County JETS8 will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the Corporate Authorities of each of the Participating Members are required to vote in favor of the attached IGA by approving an Ordinance that contains the same findings and authorizing content and is in substantially the same format as this Ordinance; and

WHEREAS, the Corporate Authorities of the City of Mendota, La Salle County, Illinois find that it is in its best interests to authorize the approval and execution of the IGA in order to participate on the La Salle County JETS8. The authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in funding the operation, maintenance and staffing of the PSAPS is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5-3-1 of the Illinois Municipal Code (65 ILCS 5/11-5-3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(l)).

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF MENDOTA, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The Corporate Authorities of the City of Mendota, La Salle County, Illinois approve and authorize the execution of the attached intergovernmental agreement entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Access Points (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)” (“IGA”). A copy of the IGA is attached to and made part of this Ordinance as Exhibit “A”. In addition, the Corporate Authorities authorize and direct the Mayor and City Clerk, or their designees, to execute and submit signed originals of the signature page of the IGA for the City of Mendota, certified copies of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. Further, the Corporate Authorities authorize and direct the City staff to take all actions as are necessary to comply with all of the applicable obligations under the IGA. The City Clerk shall transmit a copy of the IGA with signed signature pages in regard to the City of Mendota and certified copies of this Ordinance to each of the other Participating Members of the La Salle County JETS8 within ten (10) calendar days of approval of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.
ADOPTED this 18th day of April, 2016, pursuant to a roll call vote as follows:

AYES: 7

NAYS: 0

ABSTAIN: 0

ABSENT: 1

APPROVED this 18th day of April, 2016, by the Mayor of the City of Mendota, and attested by the City Clerk, on the same day.

David W. Boelk
Mayor

ATTEST:

Emily J. McConville
City Clerk

This Ordinance was published by me in pamphlet form on the 18th day of April, 2016.

Emily J. McConville, City Clerk
CLERK’S CERTIFICATE

I, Emily J. McConville, City Clerk of the City of Mendota, in the County of La Salle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 04-18-16C
AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS
(Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)

(City of Mendota, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of Mendota at an open City Council Meeting on the 18th day of April, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of Mendota on the 18th day of April, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of Mendota was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Mendota, and that the result of said vote was as follows, to-wit:

AYES: 

NAYS: 0

ABSTAIN: 0

ABSENT: 0

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Mendota, this 18th day of April, 2016.

[SEAL]

City Clerk
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS
(Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa,
City of Peru and County of La Salle, Illinois on behalf of
the La Salle County Emergency Telephone System Board)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement" or "IGA") is entered into on the
Effective Date hereinafter set forth, by the City of La Salle ("La Salle"), the City of Marseilles
("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"), the City of Ottawa
("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on behalf of the La Salle County
Emergency Telephone System Board ("La Salle County ETSB"), (collectively referred to as the
"Participating Members" or "Initial Participating Members"), to provide for the establishment of an
intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone
System Board" (also referred to as "La Salle County JETSB").

RECEITALS

WHEREAS, the authority to enter into this IGA is set forth in Article VII, Section 10 of the 1970
Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.),
the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the "Act"), the Wireless Emergency
Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et
seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police
Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the
Illinois Administrative Code (83 Ill. Admin. Code § 725.200(6)) (collectively referred to as the
"Intergovernmental and 911-JETSB Statutes"). Specifically, Section 15.4 of the Act (50 ILCS 750/15.4), as
amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that
impose a surcharge pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) to establish by
intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that
the local emergency telephone system boards are terminated by ordinances that rescind their
establishment, authority and operational functions; and

WHEREAS, the purpose of the La Salle County JETSB is to oversee the consolidation of six (6)
existing public safety answering points into three (3) public safety answering points, to administer the
receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as
otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three
(3) public safety answering points and the La Salle County JETSB, and to provide general coordination of
the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1
communication services within the service territories of the Participating Members of the La Salle County
JETSB; and

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

WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under this IGA are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the “Peru PSAP” (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”); and

WHEREAS, the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist with the funding of the delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services (collectively referred to as “surcharges” or “surcharge funds”), including the funding of operations regarding ETSBS and JETSBs and consolidations of ETSBS into JETSB; and

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

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

ARTICLE I
LA SALLE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD ESTABLISHED

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

1.1. Creation. The Participating Members establish an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as “La Salle County JETSB” or “Board”). The principal office address for the La Salle County JETSB shall be: La Salle County Governmental Complex, 707 Etna Road, Ottawa, Illinois. The La Salle County JETSB shall hold its meetings at the La Salle County Governmental Complex, or such other location(s) within the service territories of the PSAPS as determined by the Board in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) (“OMA”).

1.2. Purpose. The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) public safety answering points (identified below) into the three (3) PSAPS (identified below), to
administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB.

1.3. **Termination of Local ETSBs.** In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the La Salle County JETSB under this IGA, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETS B funds") to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member's respective PSAP; and (2) the termination of the local ETSB will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator").

1.4. **Funding.** Even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities.

1.5. **No Operation of PSAPS.** The La Salle County JETSB will not govern or direct the operations, maintenance or staffing of the personnel of the PSAPS. This IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory.

1.6. **Legal Status.** La Salle County JETSB shall be considered a "public safety agency," as defined at Section 2.02 of the Act (50 ILCS 750/2.02), and an appointed membership board under the County of La Salle, Illinois.

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

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

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

Annual Budget means: The Budget adopted annually that provides for the annual administrative operations, maintenance and capital needs of the La Salle County JETSB and may include a capital budget and an operating budget.

Capital Costs means: Those costs related to purchasing or acquiring personal property, equipment or other tangible items for use in the operations of the La Salle County JETSB.

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

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

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

Grant Funds means: The funds that are awarded by any private or public entity to or for the benefit of the La Salle County JETSB, any Participating Member or any PSAP that is covered by this Agreement. The La Salle County JETSB, any Participating Member or any PSAP may apply for any grant funds in furtherance of the objectives of this Agreement. “Unspecified grant funds” are those funds awarded to the La Salle County JETSB for use by the La Salle County JETSB, in its discretion, including distribution to one or more Participating Members or to one or more of the PSAPs (as defined below) covered by this Agreement. “Specified grant funds” are funds that are awarded to or for the benefit of the La Salle County JETSB or a specific Participating Member or a specific PSAP.

Local ETSB Reserves means: The monies held by each Participating Member’s local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.
Participation Fee (or Participation Fees) means: The annual (or periodic) fees payable by each Participating Member as a condition of membership in the La Salle County JETSB that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment of the La Salle County JETSB, and a portion of the annual, ongoing Operating Costs and Capital Costs of the La Salle County JETSB that each new member is obligated to contribute towards its continued membership in the La Salle County JETSB.

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

Operating Costs means: Any costs incurred by the La Salle County JETSB related to the administrative operations of the La Salle County JETSB, including wages, employment benefits, insurance, outside vendors and utilities.

Start-Up Budget means: A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative operations of the La Salle County JETSB during its first fiscal year.

Recapture Fee means: The fee, determined by the La Salle County JETSB, in its sole discretion, based on information provided by its Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB’s auditor, that shall be paid by any withdrawing or terminated Participating Member to reimburse the other Participating Members for all incurred but unpaid or to be incurred obligations relating to the annual administrative operations, maintenance and capital needs of the La Salle County JETSB, including any incurred but unpaid or to be incurred operating costs, and unamortized Capital Costs incurred or paid for by the La Salle County JETSB. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Members who are obligated to pay part of the existing, ongoing financial obligations of the La Salle County JETSB during their time with the La Salle County JETSB, who have received certain services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of the La Salle County JETSB, and then, upon withdrawal from or dissolution of the La Salle County JETSB or termination of this Agreement, those Participating Members retain the value of such improvements.

Reserve Fund means: The monies retained by the La Salle County JETSB in an account that equals a certain percentage of the typical annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for administrative operations, maintenance and capital needs, and other lawful purposes of the La Salle County JETSB in emergency or special circumstances. As part of its fiscal policies, the La Salle County JETSB, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB’s auditor.
Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the La Salle County JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended.

ARTICLE II
LA SALLE COUNTY JETSB

2.0. Composition.

The total number of members on the La Salle County JETSB shall match the total number of Participating Members that are a party to this IGA, as amended to add new Participating Members, subject to one Participating Member’s representative serving as the required statutory “public member” or the appointment of the statutory “public member” from the public at-large as an extra voting member of the Board in order to maintain an odd-number of members for voting purposes. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory “public member.” The representative from each of the Participating Members of the La Salle County JETSB Intergovernmental Agreement shall be designated in writing by the mayor or presiding administrative officer of each Participating Member. The representatives who serve on the Board should be comprised of a mix of administrative and fire department and police department personnel of the Participating Members, except that the public member may be, but does not have to be, an official or employee of any Participating Member. The representatives, other than the public member, shall not have a defined term length, but may be replaced by the corporate authorities of the respective Participating Member in accordance with applicable State law (See, 50 ILCS 750/15.4). Each Participating Member (through its mayor or presiding administrative officer) shall also designate one (1) set of alternate representatives to serve in the absence of the primary representative. The designated representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above.

Public Member. If there is an odd number of Participating Members, then the statutory “public member” will be one of the designated representatives of one of the Participating Members of this IGA. If there is an even number of Participating Members, then an extra voting member selected from the public at-large shall be added as a member of the Board in order to maintain an odd-number of members for voting purposes. The public member shall meet the eligibility criteria of Section 15.4 of the Act (50 ILCS 750/15.4) (as of the Effective Date of this IGA: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the La Salle County JETSB). The public member: (a) shall be appointed by the Board for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an official or an employee of any of the Participating Members.

2.1. Chair, Vice-Chair and Secretary.

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

Rotation of Chair Appointments. The Board shall appoint one of its members to serve as the Chair on a rotating, annual basis, based on the descending alphabetical order of the names of the Participating Members (e.g., La Salle, Marseilles, Mendota, Oglesby, Ottawa, Peru and the County of La Salle). However, the Chair for the first fiscal year shall be filled by the representative of the County of La Salle. If another Participating Member joins the La Salle County JETSB, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Member shall not be eligible to serve as Chair until each of the preceding Participating Members on the alphabetical list of Participating Members has served as Chair at least one time. When the representative of the last Participating Member on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Member at the top of the list.

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

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

A. Take and keep the minutes of the Board meetings in a binder provided for that purpose; and
B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and
C. Be custodian of the records of the La Salle County JETSB and perform all duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board; and
D. Serve as one of the designated Freedom of Information Officers for the La Salle County JETSB; and
E. Perform the above duties in accordance with the OMA.

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

2.2. Meetings of the Board.

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

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. Special meetings of the Board
may be called by the Chair or two-thirds \( \frac{2}{3} \) of the total number of Board members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

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

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

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

2.4. Voting Requirements.
Except for an amendment to this Agreement as provided for under Section 13.2 (Amendment) below, a two-thirds \( \frac{2}{3} \) vote of the total number of Board members (e.g., a minimum affirmative vote of five (5) of seven (7) Board members) shall be necessary for the Board to act. The phrase "two-thirds of Board members" means the total number of representative positions on the Board as determined by the total number of Participating Members. The minimum affirmative vote needed for the Board to act must be met in each voting instance and shall not be reduced by absentee Board members. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible Board member may vote on matters while in compliance with the Electronic Participation Rules below.

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

2.5.1. Rules and Procedures.

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

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

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

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

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

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

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

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

2.6. **By-laws.**

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

**ARTICLE III**

**POWERS AND DUTIES OF THE LA SALLE COUNTY JETSB**

3.0. **Powers.**

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

1. Exercise of all powers conferred upon Emergency Telephone System Boards under the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et
seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations.

(2) Determine and approve the general policies for the La Salle County JETSB and may adopt a set of By-laws.

(3) Approval of new members to the La Salle County JETSB and any new membership-related addenda to this IGA by a two-thirds (2/3rds) vote of the total number of Board members.

(4) Receive and authorize the use, expenditure and allocation of all surcharge funds and other monies from any revenue source relating to the La Salle County JETSB, as allowed by any federal or State law, Intergovernmental and 911-JETSB Statutes, including any future amendments to said laws and statutes.

(5) Determine and approve all allocations of surcharge funds and contributions due from all the Participating Members relative to the annual operations and short-term and long-term operational planning needs of the La Salle County JETSB, and determine and approve any payments owed to any Participating Member (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Treasurer, any La Salle County JETSB-retained consultant or the La Salle County JETSB’s auditor.

(6) Determine and approve any revisions in the formula or data used for calculating each Participating Member’s share of the surcharge funds and other monies from any revenue source authorized by any federal or State law or any surcharge imposed collected by or received on behalf of the La Salle County JETSB and the Participation Fee by a two-thirds (2/3rds) vote of the total number of Board members.

(7) Approval of the Start-Up Budget, the Annual Budget and the Reserve Fund for the establishment and ongoing operations of the La Salle County JETSB, by a two-thirds (2/3rds) vote of the total number of Board members.

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

(9) Approve budget increases or adjustments, by a two-thirds (2/3rds) vote of the total number of Board members.

(10) Purchase of equipment, supplies, software, hardware and other business-related technology relating to the operational needs of the La Salle County JETSB in accordance with the Annual Budget.

(11) Enter into agreements, contracts, leases, licenses and other arrangements with other persons, entities, organizations or units of government that are consistent with the purposes of the La Salle County JETSB as set forth in this IGA.

(12) In its own name, make and enter into contracts, accept contributions, acquire, hold and dispose of property, real and personal, and incur debts, liabilities or obligations necessary for the accomplishment of its purposes, and sue or be sued to enforce its contracts, liabilities and the duties owed it.
(13) Purchase or lease or use of facilities consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

(14) Hiring, directing, compensating, disciplining and terminating of individuals to perform tasks and activities that are consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

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

(16) Contract with consultants, auditors and attorneys relative to La Salle County JETSB matters as provided for in the Annual Budget.

(17) Apply for and spend any grants, loans or other financing that is available under the Intergovernmental and 911-JETSB Statutes, or other applicable laws, which is related to the operations of the La Salle County JETSB and/or is necessary or incidental to the purposes of this Agreement.

(18) Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement.

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

3.1. Prohibited Actions.
The La Salle County JETSB shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV
PUBLIC SAFETY ANSWERING POINTS

4.0. Consolidation of PSAPS.
Upon approval of this IGA, and the certification and approval by the State 9-1-1 Administrator, of the La Salle County JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan:
1. La Salle PSAP
2. Mendota PSAP
3. Oglesby PSAP
The following three (3) PSAPS will continue to be operated, maintained and staffed by their respective PSAP owners and will receive certain allocations of surcharge funds in accordance with this IGA:
1. La Salle County Sheriff's PSAP
2. Ottawa Central Dispatch PSAP
3. Peru PSAP (operations to be transferred to the Illinois Valley Regional Dispatch)
The service territories of the PSAPS shall be the areas currently served by the each respective PSAP as of the Effective Date of this Agreement.
4.1. The PSAPS shall not expand their 9-1-1 dispatch service territories without first providing written notice of an intent to expand their 9-1-1 dispatch service territories and obtaining the approval of the La Salle County JETSB by a two-thirds (2/3rds) vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional unit of local government to the Board will require, at a minimum: (a) new member approval by the La Salle County JETSB, as required by this IGA, and approval of an addendum to this IGA, (b) re-allocation and re-calculation of the "per capita" formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

4.2. The PSAPS may expand their non-9-1-1 dispatch service territories without notice to or obtaining the approval of the La Salle County JETSB.

ARTICLE V
FINANCES

5.0. Fiscal Year.
The La Salle County JETSB’S fiscal year shall be from December 1st to November 30th of the next year.

5.1. Budget and Operating Funds.
5.1.1. The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the La Salle County JETSB:
A. Start-Up Operating Budget (one-time preparation).
B. Annual Budget (includes the Operating Budget and the Capital Budget).
C. Emergency Telephone System Fund.
D. Wireless Service Emergency Fund.
E. Any other fund deemed necessary for operation purposes or required by applicable law.

5.1.2. The amounts due pursuant to this Section from each Participating Member shall be payable to the La Salle County JETSB on a date determined by the Board.

5.2. Allocation of Surcharge Funds and Other Related Revenues.
The La Salle County JETSB shall provide for the collection of all ETSB surcharge funds and any other monies received from the State of Illinois or other lawful sources on behalf of the La Salle County JETSB and its Participating Members, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law, and allocate those funds and monies to the three (3) PSAPS to assist with their continued operations, maintenance and staffing needs, subject to a portion of those funds and monies being used to pay for the administrative costs, maintenance and capital needs of the La Salle County JETSB in accordance with its Annual Budget and applicable federal or State law, as amended. The allocation formula shall be as follows:

Surcharge funds and other revenues received by the La Salle County JETSB shall be allocated on a "per capita" basis to each of the PSAPS on a periodic basis (e.g., monthly, quarterly), as determined by the Board. The "per capita" population figures shall be
calculated using the most recent data available from the United States Census Bureau. Any supplemental census data shall be considered by the Board as part of a written request by a PSAP or a Participating Member(s) for a re-calculation of the "per capita" population figures.

5.2.1. **Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds.** In order to receive its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the designated Participating Member on behalf of a PSAP or the PSAP or the La Salle County JETSB shall submit itemized reimbursement requests to the La Salle County JETSB and the Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSB. Each reimbursement request shall contain a signed certification by the chief operating officer or official, or his / her designee, of the Participating Member or the PSAP or the La Salle County JETSB that states: "On behalf of the below listed Participating Member or PSAP or the La Salle County JETSB, I certify that requests the below requested dollar amount of its allocated share of ETSB surcharge funds, grant funds and other allocated revenues and that such funds shall be spent on eligible expenses to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the "Act"), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) or any other applicable federal or State law."

5.2.2. The La Salle County JETSB shall approve the payment of any allocation of ETSB surcharge funds, grant funds and other allocated revenues as requested by the designated Participating Member on behalf of a Participating Member or PSAP by resolution adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.

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

5.2.4. The La Salle County JETSB shall maintain at least the following three (3) accounts per PSAP and for itself or as otherwise directed by applicable federal or State law: (1) Emergency Telephone System Fund; (2) Wireless Service Emergency Fund; and (3) ETSB / Other Source Grant Fund.

5.2.5. If a new member joins the La Salle County JETSB, a re-calculation of the "per capita" population figures shall be performed to adjust the allocations to account for adding the
new member to one of the PSAPs. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the La Salle County JETSB.

5.2.6. Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Member will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member based on the passage of one or more resolutions by the La Salle County JETSB authorizing the release of funds. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

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

5.3. Allocation of Annual Operating Costs.
A. Annual Operating Costs Allocation Formula. For the period from the Effective Date of this Agreement to the termination of this Agreement, the allocation for the La Salle County JETSB’s “Initial Annual Operating Costs” in its first fiscal year and the allocation for the “Annual Operating Costs” for each subsequent fiscal year shall be determined on a “per capita” basis, per Subsection 5.2 above, and shall be chargeable to each Participating Member.
B. A draft “Start-Up Operating Budget”, which contains the anticipated revenues and expenses of the La Salle County JETSB for the period from the inception of this Agreement to the end of the first fiscal year, is attached as Exhibit “A” to this Agreement. Exhibit “A” includes a chart establishing the respective contribution amounts due for each Participating Member and includes the amount of each Participating Member’s contribution(s), which amounts are based on the “per capita” share of each Participating Member. In the event the number of Participating Members changes prior to the end of the first fiscal year, then the methodology used to calculate each Participating Member’s percentage share of La Salle County JETSB’s Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote of the total number of Board members.

5.4. Annual Budget.
The Board shall adopt an Annual Budget for the upcoming fiscal year at its November meeting each year. The Treasurer shall prepare a proposed Annual Budget for the Board to review and discuss at the Board’s September and October meetings each year. The Board shall review the proposed Annual Budget and direct the Treasurer to make such modifications as the Board deems proper and advisable.

5.5. Establishment of Participation Fees and Cost-Sharing.
It is expected that the Participation Fee of each Participating Member will be satisfied by the surcharge funds received on its behalf from the State of Illinois or from ETSB funds or other funds contributed to the La Salle County JETSB by the Participating Member. The La Salle County JETSB may deduct the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Members of their respective Participation Fees and approval of an authorization resolution by that Board as required by Section 35 of the Act (50 ILCS 750/35). If there are not adequate funds to deduct and pay the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Members agree to contribute additional funds to satisfy their Participation Fee. The initial Participation Fee shall be based on the Start-Up Budget as determined by the La Salle County JETSB, in its sole discretion, based on information provided by the Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB’s auditor. Thereafter, on an annual basis, the La Salle County JETSB, in its sole discretion, may establish one level of Participation Fees and additional other fees charged to the Initial Participating Members and one or more other levels of Participation Fees and additional other charges payable by members that join the La Salle County JETSB after its formation. The Participation Fees for the Initial Participating Members for the first full fiscal year of operation shall be based on the “per capita” formula(s) set forth in Subsection 5.2 above or as otherwise established by the Board, in its sole discretion, and from time to time may be amended. The Participation Fees will be paid annually to the La Salle County JETSB in four (4) equal quarterly installments, by the tenth (10th) calendar day of the month based on an invoice from the La Salle County JETSB. The Annual Surcharge Fund Allocation Formula of Section 5.2. above is based on a formula that is established by the Board of Directors, in its sole discretion, and from time to time may be amended in accordance with this Agreement.

A. Cost-Sharing. The Board, in its discretion, shall have the authority to fix cost-sharing charges for all Participating Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term Capital Costs and long-term Operating Costs and any other activities of the La Salle County JETSB will be cost-shared by the Participating Members, based on the “per capita” formula set forth in Subsection 5.2 above or as otherwise determined by the Board, with input from the Treasurer, any La Salle County JETSB-retained consultant and/or La Salle County JETSB’s auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.

B. Supplemental Fees. If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the La Salle County JETSB’s matching portion of a grant) of the La Salle County JETSB, all Participating Members shall be obligated to timely pay any supplemental fees assessed by the La Salle County JETSB, as determined by the Board.

C. Payment Due Date; Billing. The payment of any Participation Fees shall be paid to the La Salle County JETSB annually in four (4) equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the La Salle County JETSB as a deduction from surcharge funds currently available in the Emergency Telephone System Fund or the Wireless Service Emergency Funds or other lawfully established bank account(s) or from the Participating Members. The Treasurer, or his/her designee, will be responsible for issuing billing statements to all Participating
Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Treasurer.

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

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

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

5.6. Treasurer.

A. The Treasurer of the County of La Salle, Illinois shall serve as the initial treasurer of the La Salle County JETSB for a one (1) year term ("Treasurer") that is renewable by a two-thirds (2/3rds) vote of the total number of Board members. In the event the La Salle County Treasurer declines to serve as Treasurer, then, upon approval by the Board, the treasurer, the chief financial officer, the finance director or any of the functional equivalents of a Participating Member or a person from an auditing firm may be appointed to serve as the Treasurer of the La Salle County JETSB for a one (1) year term that is renewable by a two-thirds (2/3rds) vote of the total number of Board members. The Treasurer shall have no voting authority on matters regarding the La Salle County JETSB and shall receive no additional salary or compensation for services provided to the La Salle County JETSB, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Member that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.

B. Duties. The Treasurer shall:

1. Be the custodian of all La Salle County JETSB funds, including all surcharge funds held in the Emergency Telephone System Fund and the Wireless Service Emergency Fund or other authorized bank account(s).
2. Provide on-going counseling to the Board in matters of fiscal policy and fiscal administration of the La Salle County JETSB.
3. Make recommendations on investment policies and practices to the Board.
4. Act as one of the required signatories of all of the La Salle County JETSB's
bank accounts, checks and investment instruments.

(5) Provide a bond in the amount of $250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board shall determine. La Salle County shall pay the bond premium while its Treasurer serves in the position. The liability of the Treasurer for the custody of the portions of La Salle County JETSb funds that are authorized for release pursuant to resolutions adopted by the La Salle County JETSb terminates upon delivery of the funds to the person or persons or entity or entities entitled to receive such funds as directed in the resolutions.

(6) Prepare the Annual Budget, and the operating and capital budgets and financial reports. Prepare and handle requests for proposals for financial consultants and provide recommendations to the Board for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the La Salle County JETSb.

C. **Financial Reports and Warrant List.** The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

D. **Financial Operations.** All other necessary financial operations, including but not limited to accounting, accounts payable and payroll, shall be either outsourced to a third party contractor or handled by the Treasurer.

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

5.7. Donated Personal Property and Services.

If any Participating Member makes a donation of personal property or services to the La Salle County JETSB and the Board of the La Salle County JETSB, in its sole discretion, accepts said donation, then the donating Participating Member may receive a credit against any amounts it owes under this Agreement. The amount of the credit shall be determined by the Board. The amount of any credit granted under this Section by the Board shall only be effective after: (a) the donated personal property is successfully installed or received and determined to be operational; or (b) the donated services are performed. This Section does not apply to the donation of initial start-up personal property and services by the Initial Participating Members.

5.8. Credit for Surcharge Payments.

A. **Emergency Telephone System Fund.** Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Member shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/1 et seq. ("surcharge funds") to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its surcharge funds into the La Salle County JETSB'S Emergency Telephone System Fund accounts maintained for each respective PSAP and for itself and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of surcharge funds deposited into the La Salle County JETSB'S Interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or other applicable laws. Surcharge funds retained by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Act and the Participating Member's ordinances. The term "surcharge funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Act.

B. **Wireless Service Emergency Fund.** Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Member shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) (collectively "Wireless Surcharge Funds"), to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its Wireless Surcharge Funds into the La Salle County JETSB'S interest-bearing Wireless Emergency Telephone System Fund accounts or its Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for
itself, and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of Wireless Surcharge Funds deposited into the La Salle County JETSB'S Wireless Emergency Telephone System Fund accounts and the Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Member's ordinances. The term “Wireless Surcharge Funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

C. Authorization to Spend Surcharge Funds and Wireless Surcharge Funds. Until the La Salle County JETSB is formally certified by the Illinois Department of State Police, each Participating Member's local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the La Salle County JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Members, as required by the Act. Once certified, the La Salle County JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Member in accordance with the applicable laws, but may expend a Participating Member's local ETSB funds on behalf of the Participating Member by resolution consistent with the budgeted items or obligations that exist in its respective Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets. The balance of such ETSB funds shall be paid to the La Salle County JETSB'S Wireless Emergency Telephone System Fund and the La Salle County JETSB'S Wireless Emergency Telephone System Fund for use by the La Salle County JETSB for allowable purposes under applicable laws.

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

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

5.11. Procurement Policy.
Purchases and/or letting contracts shall be done in accordance with this Agreement, applicable federal and State law, and any procurement policy and guidelines adopted by the Board.
The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the La Salle County JETSB maintains accounts: (1) Chair of the Board; (2) Vice-Chair of the Board; and (3) Treasurer. There shall be a “two signatory requirement” policy for authorizing any transfer and withdrawal of La Salle County JETSB funds or executing any checks or other instruments that draw La Salle County JETSB funds out of any bank, title or trust companies, depositories or other financial institution at which the La Salle County JETSB maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals. The Treasurer shall distribute copies of all signed checks for review by the Board as part of a monthly or quarterly finance report.

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

No loans shall be procured on behalf of the La Salle County JETSB and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

ARTICLE VI
PERSONNEL MATTERS

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

6.1. Resignation and Removal for Non-Attendance or Non-Cooperation.
A. Attendance. Any member of the Board or any subcommittee (as established by the Board) who is absent from the regular meetings of such Board or subcommittee for three (3) consecutive regular meetings of such Board or subcommittee, and who has not
furnished written explanations for his or her absence which are satisfactory to two-thirds \((2/3)\) of the total number of Board members or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board. In addition, any member of the Board or any subcommittee who is absent from fifty percent (50\%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds \((2/3)\) vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

**B. Non-Performance or Non-Cooperation.** Any member of the Board or any subcommittee (as established by the Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to two-thirds \((2/3)\) vote of the total number of Board members or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) days written notice of the date, time and location of the hearing before the Board shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds \((2/3)\) vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

**ARTICLE VII**

**INSURANCE**

**7.0. Required Insurance Coverage.**

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

7.1. **Scope of Coverage.**
   A. **Commercial General Liability.** Insurance Services Office Commercial General Liability occurrence form CG 0001, including ISO Additional Insured Endorsement CG 2010 and CG 2026 or their equivalent forms.
   B. **Automobile Liability.** Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
   C. **Directors and Officers Liability insurance.**
   D. **Workers' Compensation and Employers' Liability.** Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

7.2. **Minimum Limits of Coverage.**
   A. **Commercial General Liability.** $1,000,000 combined single limit per occurrence for bodily injury and for property damage, and $2,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than $2,000,000.
   B. **Business Automobile Liability.** $2,000,000 combined single limit per accident for bodily injury and property damage.
   C. **Workers' Compensation and Employers' Liability.** Workers' Compensation Coverage with statutory limits and Employers' Liability limits of $500,000 per accident.
   D. **Directors and Officers Liability Insurance.** $1,000,000 each covered claim.
   E. **Excess / Umbrella Policy.** $2,000,000 each covered claim.

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

7.4 **Additional Requirements.** The insurance policies must contain, or be endorsed to contain, the following provisions:
   A. **Commercial General Liability and Automobile Liability Coverage.** The La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives must be covered as additional insureds in all respects with no special limitations on the scope of protection afforded to the La Salle County JETSB or its appointed officials, employees, volunteers, agents and representatives.
   B. **Primary Coverage.** For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Members shall be secondary to the insurance coverages maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives. Any insurance or self-insurance maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives, shall be the first level of insurance coverage and the Participating Members' insurance coverages shall be in excess of the La Salle County JETSB's insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the La Salle County JETSB is
exhausted, each of the Participating Members’ insurance coverages will take effect on an equal-share prorated basis (e.g., seven (7) Participating Members will each be responsible for one-seventh of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs).

(1) Each of the owners of the PSAPS shall be solely responsible for maintaining all necessary types of liability insurance and other types of insurance to cover the operations, maintenance and staffing of the PSAPS and such insurance coverages shall be primary to the insurance maintained by the La Salle County JETSB.

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

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

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

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

G. Workers’ Compensation and Employers’ Liability Coverage. The insurer must agree to waive all rights of subrogation against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives for losses arising from work performed by the employee.

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

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

7.5. Verification of Coverage. Each Participating Member must furnish the La Salle County JETSB with certificates of insurance naming the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives as additional insureds and with original endorsements affecting coverage and the indemnification and defense obligations required by this Agreement. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. Other additional-insured endorsements may be utilized, if they provide a
scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements
CG 2010 or CG 2025. The La Salle County JETSB reserves the right to request a full certified copy of each
insurance policy and endorsement.

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

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

ARTICLE VIII
ADDITIONAL MEMBERS

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

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

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

C. Payment to the La Salle County JETSB of the required Participation Fee and any other fees, as determined by the Board based on information provided by the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB's auditor.

D. Timely payment of all fees, costs and financial obligations required by this Agreement or an addendum, or as determined by the Board.

E. The Board's determination that the La Salle County JETSB can adequately serve the new member without diminishing the ability of the La Salle County JETSB to continue to serve the other Participating Members.

F. Approval by a two-thirds (2/3rds) vote of the total number of Board members.

ARTICLE IX
WITHDRAWAL, TERMINATION AND DISSOLUTION

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

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

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

(1) Its share of all the La Salle County JETSB fees and costs through the effective date of its withdrawal or the end of its allocated share of all La Salle County JETSB financial obligations;

(2) Any contractual obligations it has signed separately with the La Salle County JETSB; and

(3) The Recapture Fee, as determined by the Board with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB'S auditor.

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

9.1. Involuntary Withdrawal.

A. Upon a two-thirds (2/3rds) vote of the total number of Board members, a Participating Member's participation in the La Salle County JETSB may be terminated for the following reasons:

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

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

Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Member an opportunity to have its alleged default resolved pursuant to the provisions of Section 9.4. (Dispute Resolution; Negotiation) below.

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

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

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

   a. its share of all La Salle County JETSB fees and costs and its allocated share of all La Salle County JETSB financial obligations required by this Agreement for a one (1) year period, commencing as of the date that the Board votes to terminate the membership of the Participating Member;
   
   b. Any contractual obligations it has signed separately with the La Salle County JETSB; and
   
   c. The Recapture Fee (if applicable).

9.2. Termination and Dissolution.

A. If the Board determines that the withdrawal of a Participating Member reduces the number of Participating Members to less than that feasible to keep the La Salle County JETSB operational, or upon the vote of two-thirds (2/3rds) of the total number of Board members to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

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

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

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

2. All Participating Members shall share on a “per capita” basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the La Salle County JETSB and any other costs, fees and charges associated with terminating the operations of the La Salle County JETSB and the dissolution of the La Salle County JETSB.

3. As part of a dissolution of the La Salle County JETSB and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to the Recapture Fee. The Board, with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB’S auditor, will determine the value of any Recapture Fees.

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

9.3. Withdrawal of Participating Member or Dissolution of La Salle County JETSB; Surcharge Funds. Upon withdrawal of a Participating Member or the dissolution of the La Salle County JETSB, all monies that are allocated or attributable to the Participating Member(s) that are received or collected prior to or after the effective date of the withdrawal or termination from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be made available to the Participating Member(s) for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Member’s debts, liabilities and obligations pertaining to its participation in the La Salle County JETSB or its withdrawal from the La Salle County JETSB or the dissolution of the La Salle County JETSB have been fully paid.

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

ARTICLE X
REGULATORY APPROVALS

10.0. Registration and Certification.
The Board shall communicate with and prepare and file all required documents with the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police and such other local, county, state and federal regulatory agencies to obtain and then maintain and update the La Salle County JETSB’S regulatory registrations, certifications, licenses and approvals.

ARTICLE XI
INDEMNIFICATION

11.0. Indemnification Generally.
Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the La Salle County JETSB agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and any of its Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the La Salle County JETSB shall Indemnify, defend and hold harmless any Participating Member or any person who was or is made a party to a pending or completed action, suit or proceedings by reason of fact that such Participating Member or person is or was a director, officer or agent of the La Salle County JETSB, against and from any expenses (including reasonable attorney’s fees and litigation expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such Participating Member or person acted in good faith on behalf of the interests of the La Salle County JETSB. The determination of whether any Participating Member or an individual acted in good faith on behalf of the interests of the La Salle County JETSB shall be made by
a two-thirds (2/3rds) vote of the total number of Board members. This indemnification shall not apply to any punitive damages or if the indemnification would otherwise be prohibited by law.

11.1. Indemnification—Mutual Obligations.
To the fullest extent permitted by law, each of the Participating Members agrees to defend, indemnify and hold each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Member, or its respective appointed and elected officials, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the La Salle County JETSB and any of its appointed officials, employees, agents and representatives, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

11.2. Indemnification—PSAP Owners.
To the fullest extent permitted by law, each owner of a PSAP agrees to defend, indemnify and hold the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the owner of the PSAP or its respective appointed and elected officials, employees, volunteers, agents and representatives, in regard to the operations, maintenance or staffing of the PSAP, except to the extent caused by the sole negligence of or willful and wanton conduct of the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives or one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

ARTICLE XII
LEAD MEMBER

12.0. Lead Member.
Subject to approval by the Board, the La Salle County JETSB may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the La Salle County JETSB and other third parties, including any of its Participating Members.

12.1. Intergovernmental Arrangements.
Subject to approval by the Board, the La Salle County JETSB may enter into appropriate intergovernmental agreements with one or more of the Participating Members or with other third parties for any lawful, public purposes.

ARTICLE XIII
MISCELLANEOUS

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

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

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

13.3. Duration.
This Agreement and the La Salle County JETSB shall continue in effect until terminated as provided herein.

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

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

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

Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties’ principal administrative offices, addressed to the Mayor or the City Administrator/City Manager or Chief Operating Officer. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.

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

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

SIGNATURE PAGES TO FOLLOW
IN WITNESS WHEREOF, the below authorized official of the City of Mendota has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 Ill.CS 220/1 et seq.), the Emergency Telephone System Act (50 Ill.CS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 Ill.CS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 Ill.CS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 Ill.CS 5/11-5.3-1), the Department of State Police Law (20 Ill.CS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(I)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the City of Mendota.

City of Mendota

[Signature]

David W. Boelk, Mayor

Date: 5/2/2016

Attest:

[Signature]

Emily McConville, City Clerk

Date: 5/2/2016
ORDINANCE NO. 919-050216

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.85 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE OGLESBY CITY CODE TO DISSOLVE THE OGLESBY EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of Oglesby, La Salle County, Illinois)

WHEREAS, the City of Oglesby ("Oglesby" or the "City") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in Title 2 (Administrative and Personnel), Chapter 2.85 (Emergency Telephone System Board) of the Oglesby City Code, as amended (the "Code"); and

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

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

WHEREAS, the Corporate Authorities of Oglesby, the City of La Salle ("La Salle"), the City of Marseilles ("Marseilles"), the City of Mendota ("Mendota"), the City of Ottawa ("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board ("La Salle County ETSB") (collectively referred to as the "Participating Members") have each agreed to adopt ordinances that approve an intergovernmental agreement ("IGA") to provide for the establishment of an intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone System Board" (also referred to as "La Salle County JETSB"). The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services
and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB; and

WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the "La Salle County Sheriff's PSAP," which is owned, staffed and operated by the La Salle County Sheriff's Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS"); and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in the funding of the operations, maintenance and staffing of the PSAPS is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the "Intergovernmental and 911-JETSB Statutes"); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount
of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member's respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator"); and

WHEREAS, in order to participate in the La Salle County JETSB under the IGA, each of the Participating Members are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance, and

WHEREAS, the Corporate Authorities of the City of Oglesby desire to amend the provisions of Title 2 (Administration and Personnel), Chapter 2.85 (Emergency Telephone System Board) of the Oglesby City Code to recognize the City's participation in the IGA and the establishment of La Salle County's JETSB, and to terminate the establishment, authority and operational functions of its local ETSB ("La Salle ETSB"), subject to two conditions: (1) the use by the City, in its own discretion, of any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City's PSAP; and (2) the termination of its local ETSB will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator; and

WHEREAS, pursuant to the authority granted by the applicable provisions of the Intergovernmental and 911-JETSB Statutes, the Corporate Authorities of the City of Oglesby find that the below Oglesby City Code amendments are in the best interests of and for the protection of the health, welfare and safety of the City, its residents and the public, and they approve the Code amendments set forth below.

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF OGLESBY, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Subject to the conditions set forth below in Section 2 of this Ordinance, Title 2 (Administration and Personnel), Chapter 2.85 (Emergency Telephone System Board) of the Oglesby City Code, as amended, shall be further amended to read in its entirety as follows:

"Chapter 2.85
JOINT EMERGENCY TELEPHONE SYSTEM BOARD

2.85.010: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES;
2.85.020: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT;"
2.85.030: USE OF ETSB FUNDS; SURCHARGE FUNDS:
2.85.010: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

A. Establishment. Pursuant to Ordinance No. 528-050216 (adopted on May 2, 2016), the City approved an intergovernmental agreement entitled "Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of and Operation Of Certain Public Safety Answering Points (Initial Participating Members: City Of La Salle, City Of Marseilles, City Of Mendota, City Of Oglesby, City Of Ottawa, City Of Peru And County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board" (the "La Salle County JETSB Intergovernmental Agreement") that provided for the establishment of an intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone System Board" (also referred to as the "La Salle County JETSB"). The purpose of the intergovernmental arrangement is for the La Salle County JETSB to initially oversee the consolidation of six (6) existing public safety answering points ("PSAPS") into three (3) PSAPS, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB. The three (3) PSAPS that will be funded by the La Salle County JETSB Intergovernmental Agreement are: (1) the La Salle County Sheriff's PSAP, which is owned, staffed and operated by the La Salle County Sheriff's Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the Ottawa Central Dispatch PSAP, which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the Peru PSAP (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation) , which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS").

B. Membership; Authority and Duties. The total number of members on the La Salle County JETSB shall match the total number of participating members that are parties to the La Salle County JETSB Intergovernmental Agreement, as amended to add new members. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory "public member." The members of the La Salle County JETSB shall be comprised of one (1) representative from each of the participating members of the La Salle County JETSB Intergovernmental Agreement, as designated in writing by the mayor or presiding administrative officer of each participating member. The statutory "public member" will be one of the designated representatives of one of the participating members of the La Salle County JETSB Intergovernmental Agreement or appointed pursuant to the terms of the Agreement. The authority and duties of the La Salle County JETSB shall be governed by the terms of the La Salle County JETSB Intergovernmental
Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

2.85.020: DISSOLUTION OF LOCAL EMERGENCY TELEPHONE SYSTEM BOARD; RE-INSTAMENT:

A. Dissolution of Local Emergency Telephone System Board (ETSB). Pursuant to Ordinance No. 050216 (adopted May 2, 2016), the City's ETSB was dissolved effective upon the date of the regulatory approval of creation of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police. The City's ETSB was initially established by the adoption of Ordinance No. 182-111692 on November 16, 1992.

B. Re-instatement of Local ETSB. In the event the City withdraws from participation in the La Salle County JETSB Intergovernmental Agreement, to the extent permitted by applicable laws and regulations, the City will either take the necessary corporate actions to re-instate its local ETSB or join another Joint Emergency Telephone System Board (JETSB).

2.85-030: USE OF ETSB FUNDS; SURCHARGE FUNDS:

A. Use of ETSB Funds. Under the La Salle County JETSB Intergovernmental Agreement, the City, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its Fiscal Years 2016 and Fiscal Year 2017 ETSB budgets in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City's PSAP.

B. Surcharge Funds. Upon dissolution of the City's ETSB and subject to the terms of the La Salle County JETSB Intergovernmental Agreement and the City's continued participation in the La Salle County JETSB, all monies received or collected by the City that are intended to be used for ETSB purposes or La Salle County JETSB purposes from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the La Salle County JETSB for deposit and expenditure by the La Salle County JETSB in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement, the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.
C. **Surcharge Rate.** The City is authorized to receive surcharge funds pursuant to Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) at rates and in amounts established by and regulated by these applicable State laws. Under Ordinance No. 174-072092 (adopted July 20, 1992), the City proposed the enactment of a 9-1-1 surcharge rate of One Dollar and Fifty Cents ($1.50), which was later approved by a majority of voters at a referendum conducted on November 3, 1992, and enacted with the adoption of Ordinance No. 182-111692 (adopted November 16, 1992) ("Established 9-1-1 Surcharge Rate"). The City is authorized to continue to receive surcharge funds at the Established Surcharge Rate or any other rate established by and regulated by applicable State laws. The dissolution of the City's local ETSC shall have no impact on the City's authority and right to continue to receive its allocation of surcharge funds under these applicable State laws in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement.

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

A. Adoption by each of the initial Participating Members of an ordinance approving the La Salle County JETSB Intergovernmental Agreement.

B. Adoption by the other initial Participating Members of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.

C. Regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator or his/her designee.

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

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

**SECTION 6:** Each section, paragraph, clause, and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.
SECTION 8: The Corporate Authorities of the City of Oglesby, La Salle County, Illinois authorize and direct the Mayor and City Clerk, or their designees, to execute and submit to all required governmental oversight and regulatory agencies, including but not limited to the Illinois Department of State Police, a certified copy of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the applicable laws and regulations to dissolve the Oglesby ETSB. In addition, the City Clerk shall transmit certified copies of this Ordinance to each of the other Participating Members of the La Salle County JETSB within ten (10) calendar days of approval of this Ordinance.

ADOPTED this 5th day of May, 2016, pursuant to a roll call vote as follows:

AYES: Carey, Porter, Rwara, Finley

NAYS:

ABSTAIN:

ABSENT: Yborra

APPROVED this 5th day of May, 2016, by the Mayor of the City of Oglesby, and attested by the City Clerk, on the same day.

Donald J. Finley, Mayor

Becky Clinard, City Clerk
STATE OF ILLINOIS  )
 ) ss
COUNTY OF LA SALLE )

CLERK'S CERTIFICATE

I, Becky Clinard, City Clerk of the City of Oglesby, in the County of La Salle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 919-050216

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.85 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE OGLESBY CITY CODE TO DISSOLVE THE OGLESBY EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of Oglesby, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of Oglesby at an open City Council Meeting on the 5th day of May, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of Oglesby on the 5th day of May, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of Oglesby was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Oglesby, and that the result of said vote was as follows, to-wit:

AYES:    Carey, Porter, Rivara, Yborra, Finley
NAYS:    None
ABSTAIN: None
ABSENT: None, Yborra

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

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the City of Oglesby, this 5th day of May, 2016.

Becky Clinard, City Clerk
STATE OF ILLINOIS

COUNTY OF LA SALLE

CLERK'S CERTIFICATE

I, Becky Clinard, City Clerk of the City of Oglesby, in the County of La Salle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 920-050216

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR CERTAIN PUBLIC SAFETY ANSWERING POINTS

(City of Oglesby, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of Oglesby at an open City Council Meeting on the 5th day of May, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of Oglesby on the 5th day of May, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of Oglesby was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Oglesby, and that the result of said vote was as follows, to-wit:

AYES: Carey, Porter, Rivara, Yborra, Finley

NAYS: None

ABSTAIN: None

ABSENT: None Yborra

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

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the City of Oglesby, this 5th day of May, 2016.

[Signature]
Becky Clinard, City Clerk
CITY OF OGLESBY

ORDINANCE NO. 920-050216
AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LASALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF OGLESBY THIS 5TH DAY OF MAY, 2016

Published in pamphlet form by authority of the City Council of the City of Oglesby, LaSalle County, Illinois, this 5th day of May, 2016.

STATE OF ILLINOIS)
COUNTY OF LASALLE )

I, Becky Clinard, certify that I am the duly appointed and acting municipal clerk of the City of Oglesby, LaSalle County, Illinois.

I further certify that on the 5th day of May, 2016, the corporate authorities of the above municipality passed and approved Ordinance No. 920-050219, entitled "An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Establishing the LaSalle County Joint Emergency Telephone System Board and Providing for the Consolidation of and Operation of Certain Public Safety Answering Points", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 920-050216, including the ordinance and cover sheet thereof, was prepared and a copy of such ordinance was posted in the municipal building, commencing on the 19th day of April, 2016, and continuing for at least ten days thereafter. Copies of the ordinance were also available for public inspection upon request in the office of the municipal clerk.
Dated in Oglesby, Illinois, this 2nd day of May, 2016.

[Signature]
Becky Clinard, City Clerk
ORDINANCE NO. 420-050211p

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS
(Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa, City of Peru
and County of La Salle, Illinois on behalf of
the La Salle County Emergency Telephone System Board)

(City of Oglesby, La Salle County, Illinois)

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

WHEREAS, the corporate authorities of City of La Salle ("La Salle"), the City of
Marseilles ("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"),
the City of Ottawa ("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on
behalf of the La Salle County Emergency Telephone System Board ("La Salle County ETSB")
(collectively referred to as the "Participating Members") have each agreed to adopt ordinances
that approve an intergovernmental agreement to provide for the establishment of an
intergovernmental cooperative venture known as the "La Salle County Joint Emergency
Telephone System Board" (also referred to as "La Salle County JETSB"). The intergovernmental
agreement is entitled "Intergovernmental Agreement Establishing The La Salle County Joint
Emergency Telephone System Board And Providing For The Consolidation Of And Operation
Of Certain Public Safety Answering Points (Participating Members: City of La Salle, City of
Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La
Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)" ("IGA").
A copy of the IGA is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the purpose of the La Salle County JETSB is to oversee the consolidation
of six (6) existing public safety answering points into three (3) public safety answering points, to
administer the receipt and allocation of surcharge funds and other revenues based on a
cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the
three (3) public safety answering points and the La Salle County JETSB, and to provide general
coordination of the delivery of emergency dispatch services and 9-1-1 communication services
and wireless E-9-1-1 communication services within the service territories of the Participating
Members of the La Salle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the "La Salle County Sheriff's PSAP," which is owned, staffed and operated by the La Salle County Sheriff's Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS"); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member's respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the "State 9-1-1 Administrator"); and

WHEREAS, with the approval of Ordinance No. 2016-050216 (Amending Title 2 (Administration and Personnel), Chapter 2.85 (Emergency Telephone System Board), the corporate authorities of Oglesby have provided for the dissolution of its local ETSB; of The Oglesby City Code To Dissolve The Oglesby Emergency Telephone System Board In Order To Participate On The La Salle County Joint Emergency Telephone System Board (City Of Oglesby, La Salle County, Illinois), the corporate authorities of Oglesby have provided for the dissolution of its local ETSB; and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services. 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its
respective service territory. Each PSAP owner shall be solely responsible to fully fund the
operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle
County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the corporate authorities of each of the Participating Members are required
to vote in favor of the attached IGA by approving an Ordinance that contains the same findings
and authorizing content and is in substantially the same format as this Ordinance; and

WHEREAS, the corporate authorities of the City of Oglesby, La Salle County, Illinois
find that it is in its best interests to authorize the approval and execution of the IGA in order to
participate on the La Salle County JETSB. The authority to enter into the IGA to create and
operate the La Salle County JETSB and to assist in funding the operation, maintenance and
staffing of the PSAPS is set forth in Article VII, Section 10 of the 1970 Constitution of the State
of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency
Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act
(50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.),
Section 1-5-3-1 of the Illinois Municipal Code (65 ILCS 5/1-5-3-1), the Department of State
Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable
provisions of the Illinois Administrative Code (83 Ill. Adm. Code § 725.200(i)).

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF
OGLESBY, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this
Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The corporate authorities of the City of Oglesby, La Salle County, Illinois
approve and authorize the execution of the attached intergovernmental agreement entitled
"Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone
System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety
Access Points (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City
of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle
County Emergency Telephone System Board)" ("IGA"). A copy of the IGA is attached to and
made part of this Ordinance as Exhibit "A". In addition, the corporate authorities authorize and
direct the Mayor and City Clerk, or their designees, to execute and submit signed originals of the
signature page of the IGA for the City of Oglesby, certified copies of this Ordinance and such other
documents as are necessary to fulfill all of the applicable obligations under the IGA. Further, the
corporate authorities authorize and direct the City staff to take all actions as are necessary to comply
with all of the applicable obligations under the IGA. The City Clerk shall transmit a copy of the IGA
with signed signature pages in regard to the City of Oglesby and certified copies of this Ordinance
to each of the other Participating Members of the La Salle County JETSB within ten (10) calendar
days of approval of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage,
approval and publication as provided by State law.
ADOPTED this 5th day of May, 2016, pursuant to a roll call vote as follows:

AYES: Porter, Carey, Ruaroa, Finley

NAYS:

ABSENT: Yborra

APPROVED this 5th day of May, 2016, by the Mayor of the City of Oglesby, and attested by the City Clerk, on the same day.

Donald J. Finley, Mayor

ATTEST:

Becky Clinard, City Clerk
EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ACCESS POINTS
(Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa, City of Peru
and County of La Salle, Illinois on behalf of the
La Salle County Emergency Telephone System Board)

(Attached)
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS
( Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa,
City of Peru and County of La Salle, Illinois on behalf of
the La Salle County Emergency Telephone System Board)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement" or "IGA") is entered into on
the Effective Date hereinafter set forth, by the City of La Salle ("La Salle"), the City of Marseilles
("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"), the City of Ottawa
("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on behalf of the La Salle
County Emergency Telephone System Board ("La Salle County ETSB"), (collectively referred to as the
"Participating Members" or "Initial Participating Members"), to provide for the establishment of an
intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone
System Board" (also referred to as "La Salle County JETSB").

RECITALS

WHEREAS, the authority to enter into this IGA is set forth in Article VII, Section 10 of the 1970
Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et
seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the "Act"), the Wireless Emergency
Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 911-1 Surcharge Act (50 ILCS 753/1
et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State
Police Law (20 ILCS 2605-52 (Office of Statewide 911-1 Administrator)) and the applicable provisions
of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the
"Intergovernmental and 911-JETSB Statutes"). Specifically, Section 15.4 of the Act (50 ILCS 750/15.4),
as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that
impose a surcharge pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) to establish, by
intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that
the local emergency telephone system boards are terminated by ordinances that rescind their
establishment, authority and operational functions; and

WHEREAS, the purpose of the La Salle County JETSB is to oversee the consolidation of six (6)
existing public safety answering points into three (3) public safety answering points, to administer the
receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as
otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three
(3) public safety answering points and the La Salle County JETSB, and to provide general coordination of
the delivery of emergency dispatch services and 911-1 communication services and wireless E-911-1
communication services within the service territories of the Participating Members of the La Salle County
JETSB; and

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

WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under this IGA are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 737 East Etra Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the “Peru PSAP” (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”); and

WHEREAS, the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist with the funding of the delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services (collectively referred to as “surcharges” or “surcharge funds”), including the funding of operations regarding ETSBS and JETSBS and consolidations of ETSBS into JETSBS; and

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

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

ARTICLE I
LA SALLE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD ESTABLISHED

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

1.1. Creation. The Participating Members establish an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as “La Salle County JETSB” or “Board”). The principal office address for the La Salle County JETSB shall be: La Salle County Governmental Complex, 707 Etra Road, Ottawa, Illinois. The La Salle County JETSB shall hold its meetings at the La Salle County Governmental Complex, or such other location(s) within the service territories of the PSAPS as determined by the Board in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) (“OMA”).

1.2. Purpose. The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) public safety answering points (identified below) into the three (3) PSAPS (identified below), to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB.
1.3. Termination of Local ETSB. In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the La Salle County JETSB under this IGA, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSB, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSB will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”).

1.4. Funding. Even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities.

1.5. No Operation of PSAPS. The La Salle County JETSB will not govern or direct the operations, maintenance or staffing of the personnel of the PSAPS. This IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory.

1.6. Legal Status. La Salle County JETSB shall be considered a “public safety agency,” as defined at Section 2.02 of the Act (50 ILCS 750/2.02), and an appointed membership board under the County of La Salle, Illinois.

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

1.8. Effective Date.

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

**Annual Budget means:** The Budget adopted annually that provides for the annual administrative operations, maintenance and capital needs of the La Salle County JETSB and may include a capital budget and an operating budget.

**Capital Costs means:** Those costs related to purchasing or acquiring personal property, equipment or other tangible items for use in the operations of the La Salle County JETSB.

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

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

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

**Grant funds means:** The funds that are awarded by any private or public entity to or for the benefit of the La Salle County JETSB, any Participating Member or any PSAP that is covered by this Agreement. The La Salle County JETSB, any Participating Member or any PSAP may apply for any grant funds in furtherance of the objectives of this Agreement. “Unspecified grant funds” are those funds awarded to the La Salle County JETSB for use by the La Salle County JETSB, in its discretion, including distribution to one or more Participating Members or to one or more of the PSAPS (as defined below) covered by this Agreement. “Specified grant funds” are funds that are awarded to or for the benefit of the La Salle County JETSB or a specific Participating Member or a specific PSAP.

**Local ETSB Reserves means:** The monies held by each Participating Member’s local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

**Participation Fee (or Participation Fees) means:** The annual (or periodic) fees payable by each Participating Member as a condition of membership in the La Salle County JETSB that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment of the La Salle County JETSB, and a portion of the annual, ongoing Operating Costs and Capital Costs of the La Salle County JETSB that each new member is obligated to contribute towards its continued membership in the La Salle County JETSB.
Participating Member (or Participating Members) means: Any unit of local government or intergovernmental cooperative established by intergovernmental agreement or under State law that agrees to participate in the La Salle County JETSB by approving this Agreement, as amended, and has been accepted and authorized to participate in the La Salle County JETSB in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Member, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

Operating Costs means: Any costs incurred by the La Salle County JETSB related to the administrative operations of the La Salle County JETSB, including wages, employment benefits, insurance, outside vendors and utilities.

Start-Up Budget means: A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative operations of the La Salle County JETSB during its first fiscal year.

Recapture Fee means: The fee, determined by the La Salle County JETSB, in its sole discretion, based on information provided by its Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB's auditor, that shall be paid by any withdrawing or terminated Participating Member to reimburse the other Participating Members for all incurred but unpaid or to be incurred obligations relating to the annual administrative operations, maintenance and capital needs of the La Salle County JETSB, including any incurred but unpaid or to be incurred operating costs, and unamortized Capital Costs incurred or paid for by the La Salle County JETSB. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Members who are obligated to pay part of the existing, on-going financial obligations of the La Salle County JETSB during their time with the La Salle County JETSB, who have received certain services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of the La Salle County JETSB, and then, upon withdrawal from or dissolution of the La Salle County JETSB or termination of this Agreement, those Participating Members retain the value of such improvements.

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

Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the La Salle County JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended.
ARTICLE II

LA SALLE COUNTY JETSBOARD

2.0. Composition.

The total number of members on the La Salle County JETSBOARD shall match the total number of Participating Members that are a party to this IGA, as amended to add new Participating Members, subject to one Participating Member's representative serving as the required statutory "public member" or the appointment of the statutory "public member" from the public at-large as an extra voting member of the Board in order to maintain an odd-number of members for voting purposes. The initial membership on the La Salle County JETSBOARD shall total seven (7) members, including the statutory "public member." The representative from each of the Participating Members of the La Salle County JETSBOARD Intergovernmental Agreement shall be designated in writing by the mayor or presiding administrative officer of each Participating Member. The representatives who serve on the Board should be comprised of a mix of administrative and fire department and police department personnel of the Participating Members, except that the public member may be, but does not have to be, an official or employee of any Participating Member. The representatives, other than the public member, shall not have a defined term length, but may be replaced by the corporate authorities of the respective Participating Member in accordance with applicable State law (See, 50 ILCS 750/15.4). Each Participating Member (through its mayor or presiding administrative officer) shall also designate one (1) set of alternate representatives to serve in the absence of the primary representative. The designated representatives and alternate representatives shall continue to serve until a replacement is designated in the manner provided for above.

Public Member. If there is an odd number of Participating Members, then the statutory "public member" will be one of the designated representatives of one of the Participating Members of this IGA. If there is an even number of Participating Members, then an extra voting member selected from the public at-large shall be added as a member of the Board in order to maintain an odd-number of members for voting purposes. The public member shall meet the eligibility criteria of Section 15.4 of the Act (50 ILCS 750/15.4) (as of the Effective Date of this IGA; the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the La Salle County JETSBOARD). The public member: (a) shall be appointed by the Board for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an official or an employee of any of the Participating Members.

2.1. Chair, Vice-Chair and Secretary.

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

Rotation of Chair Appointments. The Board shall appoint one of its members to serve as the Chair on a rotating, annual basis, based on the descending alphabetical order of the names of the Participating
Members (e.g., La Salle, Marseilles, Mendota, Oglesby, Ottawa, Peru and the County of La Salle). However, the Chair for the first fiscal year shall be filled by the representative of the County of La Salle. If another Participating Member joins the La Salle County JETSB, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Member shall not be eligible to serve as Chair until each of the preceding Participating Members on the alphabetical list of Participating Members has served as Chair at least one time. When the representative of the last Participating Member on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Member at the top of the list.

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

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

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

B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and

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

D. Serve as one of the designated Freedom of Information Officers for the La Salle County JETSB; and

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

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

2.2. Meetings of the Board.

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

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. Special meetings of the Board may be called by the Chair or two-thirds (2/3rds) of the total number of Board members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as
practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

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

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

2.3. Quorum.

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

2.4. Voting Requirements.

Except for an amendment to this Agreement as provided for under Section 13.2 (Amendment) below, a two-thirds (2/3) vote of the total number of Board members (e.g., a minimum affirmative vote of five (5) of seven (7) Board members) shall be necessary for the Board to act. The phrase "total number of Board members" means the total number of representative positions on the Board as determined by the total number of Participating Members. The minimum affirmative vote needed for the Board to act must be met in each voting instance and shall not be reduced by absentee Board members. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible Board member may vote on matters while in compliance with the Electronic Participation Rules below.

2.5. Electronic Participation in Meetings.

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

2.5.1. Rules and Procedures.

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

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

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

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

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

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

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

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

2.6. **By-laws.**

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

**ARTICLE III**

**POWERS AND DUTIES OF THE LA SALLE COUNTY JETSB**

3.0. **Powers.**

A. The statutory powers and duties of the La Salle County JETSB are set forth in the Intergovernmental and 911-JETSB Statutes and this IGA. The La Salle County JETSB shall comply with all applicable laws and any adopted procurement policy in regard to its expenditures of the surcharge funds and any other funds that are within its statutory jurisdiction. Specifically, the Board shall have all powers that are necessary or incidental to the establishment and operation of the La Salle County JETSB and to fulfill its duties under this IGA, including, but not limited to:
(1) Exercise of all powers conferred upon Emergency Telephone System Boards under the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Admistrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations.

(2) Determine and approve the general policies for the La Salle County JETSB and may adopt a set of By-laws.

(3) Approval of new members to the La Salle County JETSB and any new membership-related addenda to this IGA by a two-thirds (2/3rds) vote of the total number of Board members.

(4) Receive and authorize the use, expenditure and allocation of all surcharge funds and other monies from any revenue source relating to the La Salle County JETSB, as allowed by any federal or State law, Intergovernmental and 911-JETSB Statutes, including any future amendments to said laws and statutes.

(5) Determine and approve all allocations of surcharge funds and contributions due from all the Participating Members relative to the annual operations and short-term and long-term operational planning needs of the La Salle County JETSB, and determine and approve any payments owed to any Participating Member (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Treasurer, any La Salle County JETSB-retained consultant or the La Salle County JETSB'S auditor.

(6) Determine and approve any revisions in the formula or data used for calculating each Participating Member's share of the surcharge funds and other monies from any revenue source authorized by any federal or State law or any surcharge imposed collected by or received on behalf of the La Salle County JETSB and the Participation Fee by a two-thirds (2/3rds) vote of the total number of Board members.

(7) Approval of the Start-Up Budget, the Annual Budget and the Reserve Fund for the establishment and ongoing operations of the La Salle County JETSB, by a two-thirds (2/3rds) vote of the total number of Board members.

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

(9) Approve budget increases or adjustments, by a two-thirds (2/3rds) vote of the total number of Board members.

(10) Purchase of equipment, supplies, software, hardware and other business-related technology relating to the operational needs of the La Salle County JETSB in accordance with the Annual Budget.
(11) Enter into agreements, contracts, leases, license and other arrangements with other persons, entities, organizations or units of government that are consistent with the purposes of the La Salle County JETSB as set forth in this IGA.

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

(13) Purchase or lease or use of facilities consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

(14) Hiring, directing, compensating, disciplining and terminating of individuals to perform tasks and activities that are consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

(15) The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/0.1 at seq.), including any future amendments to said statute, relative to matters contained in the Annual Budget.

(16) Contract with consultants, auditors and attorneys relative to La Salle County JETSB matters as provided for in the Annual Budget.

(17) Apply for and spend any grants, loans or other financing that is available under the Intergovernmental and 911-JETSB Statutes, or other applicable laws, which is related to the operations of the La Salle County JETSB and/or is necessary or incidental to the purposes of this Agreement.

(18) Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement.

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

3.1. Prohibited Actions.

The La Salle County JETSB shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV

PUBLIC SAFETY ANSWERING POINTS

4.0. Consolidation of PSAPS.
Upon approval of this IGA, and the certification and approval by the State 9-1-1 Administrator, of the La Salle County JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan:

1. La Salle PSAP
2. Mendota PSAP
3. Oglesby PSAP

The following three (3) PSAPS will continue to be operated, maintained and staffed by their respective PSAP owners and will receive certain allocations of surcharge funds in accordance with this IGA:

1. La Salle County Sheriff's PSAP
2. Ottawa Central Dispatch PSAP
3. Peru PSAP (operations to be transferred to the Illinois Valley Regional Dispatch)

The service territories of the PSAPS shall be the areas currently served by the each respective PSAP as of the Effective Date of this Agreement.

4.1. The PSAPS shall not expand their 9-1-1 dispatch service territories without first providing written notice of an intent to expand their 9-1-1 dispatch service territories and obtaining the approval of the La Salle County JETSB by a two-thirds (2/3rds) vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional unit of local government to the Board will require, at a minimum: (a) new member approval by the La Salle County JETSB, as required by this IGA, and approval of an addendum to this IGA, (b) re-allocation and re-calculation of the “per capita” formula regarding the surcharge funds and other revenues, (c) the filing of a new consolidated plan and filing with the State of Illinois and any related approvals from the State 9-1-1 Administrator.

4.2. The PSAPS may expand their non-9-1-1 dispatch service territories without notice to or obtaining the approval of the La Salle County JETSB.

ARTICLE V
FINANCES

5.0. Fiscal Year.

The La Salle County JETSB'S fiscal year shall be from December 1st to November 30th of the next year.

5.1. Budget and Operating Funds.

5.1.1. The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintains the following funds as part of the operation of the La Salle County JETSB:

A. Start-Up Operating Budget (one-time preparation).
B. Annual Budget (includes the Operating Budget and the Capital Budget).
C. Emergency Telephone System Fund.
D. Wireless Service Emergency Fund.
E. Any other fund deemed necessary for operation purposes or required by applicable law.
5.12. The amounts due pursuant to this Section from each Participating Member shall be payable to the La Salle County JETSB on a date determined by the Board.

5.2. Allocation of Surcharge Funds and Other Related Revenues.

The La Salle County JETSB shall provide for the collection of all ETSB surcharge funds and any other monies received from the State of Illinois or other lawful sources on behalf of the La Salle County JETSB and its Participating Members, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law, and allocate those funds and monies to the three (3) PSAPS to assist with their continued operations, maintenance and staffing needs, subject to a portion of these funds and monies being used to pay for the administrative costs, maintenance and capital needs of the La Salle County JETSB in accordance with its Annual Budget and applicable federal or State law, as amended. The allocation formula shall be as follows:

Surcharge funds and other revenues received by the La Salle County JETSB shall be allocated on a “per capita” basis to each of the PSAPS on a periodic basis (e.g., monthly, quarterly), as determined by the Board. The “per capita” population figures shall be calculated using the most recent data available from the United States Census Bureau. Any supplemental census data shall be considered by the Board as part of a written request by a PSAP or a Participating Member(s) for a re-calculation of the “per capita” population figures.

5.2.1. Reimbursement for Eligible ETSB Expenses: Certification of Use of Funds. In order to receive its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the designated Participating Member on behalf of a PSAP or the PSAP or the La Salle County JETSB shall submit itemized reimbursement requests to the La Salle County JETSB and the Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSB. Each reimbursement request shall contain a signed certification by the chief operating officer or official, or his/her designee, of the Participating Member or the PSAP or the La Salle County JETSB that states: “On behalf of the below listed Participating Member or PSAP or the La Salle County JETSB, I certify that requests the below requested dollar amount of its allocated share of ETSB surcharge funds, grant funds and other allocated revenues and that such funds shall be spent on eligible expenses to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 4-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2650-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) or any other applicable federal or State law.”

5.2.2. The La Salle County JETSB shall approve the payment of any allocation of ETSB surcharge funds, grant funds and other allocated revenues as requested by the designated Participating Member on behalf of a Participating Member or PSAP by resolution.
adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.

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

5.2.4. The La Salle County JETSB shall maintain at least the following three (3) accounts per PSAP and for itself or as otherwise directed by applicable federal or State law: (1) Emergency Telephone System Fund; (2) Wireless Service Emergency Fund; and (3) ETSB / Other Source Grant Fund.

5.2.5. If a new member joins the La Salle County JETSB, a re-calculation of the “per capita” population figures shall be performed to adjust the allocations to account for adding the new member to one of the PSAPS. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the La Salle County JETSB.

5.2.6. Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Member will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member based on the passage of one or more resolutions by the La Salle County JETSB authorizing the release of funds. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

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

5.3. Allocation of Annual Operating Costs.

A. Annual Operating Costs Allocation Formula. For the period from the Effective Date of this Agreement to the termination of this Agreement, the allocation for the La Salle County JETSB’s “Initial Annual Operating Costs” in its first fiscal year and the allocation for the “Annual Operating Costs” for each subsequent fiscal year shall be determined on a “per capita” basis, per Subsection 5.2 above, and shall be chargeable to each Participating Member.

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

5.4. Annual Budget.

The Board shall adopt an Annual Budget for the upcoming fiscal year at its November meeting each year. The Treasurer shall prepare a proposed Annual Budget for the Board to review and discuss at the Board's September and October meetings each year. The Board shall review the proposed Annual Budget and direct the Treasurer to make such modifications as the Board deems proper and advisable.

5.5. Establishment of Participation Fees and Cost-Sharing.

It is expected that the Participation Fee of each Participating Member will be satisfied by the surcharge funds received on its behalf from the State of Illinois or from ETSB funds or other funds contributed to the La Salle County JETSB by the Participating Member. The La Salle County JETSB may deduct the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Members of their respective Participation Fees and approval of an authorization resolution by that Board as required by Section 3.5 of the Act (50 ILCS 750/35). If there are not adequate funds to deduct and pay the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Members agree to contribute additional funds to satisfy their Participation Fee. The initial Participation Fee shall be based on the Start-Up Budget as determined by the La Salle County JETSB, in its sole discretion, based on information provided by the Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB's auditor. Thereafter, on an annual basis, the La Salle County JETSB, in its sole discretion, may establish one level of Participation Fees and additional other fees charged to the Initial Participation Members and one or more other levels of Participation Fees and additional other charges payable by members that join the La Salle County JETSB after its formation. The Participation Fees for the Initial Participating Members for the first full fiscal year of operation shall be based on the "per capita" formula(s) set forth in Subsection 5.2 above or as otherwise established by the Board, in its sole discretion, and from time to time may be amended. The Participation Fees will be paid annually to the La Salle County JETSB in four (4) equal quarterly installments, by the tenth (10th) calendar day of the month based on an invoice from the La Salle County JETSB. The Annual Surcharge Fund Allocation Formula of Section 5.2. above is based on a formula that is established by the Board of Directors in its sole discretion, and from time to time may be amended in accordance with this Agreement.

A. Cost-Sharing. The Board, in its discretion, shall have the authority to fix cost-sharing charges for all Participating Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term Capital Costs and long-term Operating Costs and any other activities of the La Salle County JETSB will be cost-shared by the Participating Members, based on the "per capita" formula set forth in Subsection 5.2. above or as otherwise determined by the Board, with input from the Treasurer, any La Salle County
JETSB-retained consultant and/or La Salle County JETSB'S auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.

B. **Supplemental Fees.** If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the La Salle County JETSB'S matching portion of a grant) of the La Salle County JETSB, all Participating Members shall be obligated to timely pay any supplemental fees assessed by the La Salle County JETSB, as determined by the Board.

C. **Payment Due Date; Billing.** The payment of any Participation Fees shall be paid to the La Salle County JETSB annually in four (4) equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the La Salle County JETSB as a deduction from surcharge funds currently available in the Emergency Telephone System Fund or the Wireless Service Emergency Funds or other lawfully established bank account(s) or from the Participating Members. The Treasurer, or his/her designee, will be responsible for issuing billing statements to all Participating Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Treasurer.

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

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

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

5.6. **Treasurer.**

A. The Treasurer of the County of La Salle, Illinois shall serve as the initial treasurer of the La Salle County JETSB for a one (1) year term ("Treasurer") that is renewable by a two-thirds (2/3rds) vote of the total number of Board members. In the event the La Salle County Treasurer declines to serve as Treasurer, then, upon approval by the Board, the treasurer, the chief financial officer, the finance director or any of the functional equivalents of a Participating Member or a person from an auditing firm may be appointed to serve as the Treasurer of the La Salle County JETSB for a one (1) year term that is renewable by a two-thirds (2/3rds) vote of the total number of Board members.
The Treasurer shall have no voting authority on matters regarding the La Salle County JETSB and shall receive no additional salary or compensation for services provided to the La Salle County JETSB, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Member that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person’s term as Treasurer.

B. **Duties.** The Treasurer shall:

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

C. **Financial Reports and Warrant List.** The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

D. **Financial Operations.** All other necessary financial operations, including but not limited to accounting, accounts payable and payroll, shall be either outsourced to a third party contractor or handled by the Treasurer.

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

5.7. Donated Personal Property and Services.

If any Participating Member makes a donation of personal property or services to the La Salle County JETS B and the Board of the La Salle County JETS B, in its sole discretion, accepts said donation, then the donating Participating Member may receive a credit against any amounts it owes under this Agreement. The amount of the credit shall be determined by the Board. The amount of any credit granted under this Section by the Board shall only be effective after: (a) the donated personal property is successfully installed or received and determined to be operational; or (b) the donated services are performed. This Section does not apply to the donation of initial start-up personal property and services by the Initial Participating Members.

5.8. Credit for Surcharge Payments.

A. Emergency Telephone System Fund. Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 JETS B budgets, each Participating Member shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/1 et seq. ("surcharge funds") to the La Salle County JETS B for use by the La Salle County JETS B as directed by this TGA. Each Participating Member shall be credited for the deposit of its surcharge funds into the La Salle County JETS B’s Emergency Telephone System Fund accounts maintained for each respective PSAP and for itself and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of surcharge funds deposited into the La Salle County JETS B’s interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or other applicable laws. Surcharge funds retained
by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Act and the Participating Member’s ordinances. The term “surcharge funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Act.

B. Wireless Service Emergency Fund. Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Member shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 75/1/ et seq.) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) (collectively “Wireless Surcharge Funds”), to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its Wireless Surcharge Funds into the La Salle County JETSB’s interest-bearing Wireless Emergency Telephone System Fund accounts or its Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself, and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of Wireless Surcharge Funds deposited into the La Salle County JETSB’s Wireless Emergency Telephone System Fund accounts and the Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Member’s ordinances. The term “Wireless Surcharge Funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

C. Authorization to Spend Surcharge Funds and Wireless Surcharge Funds. Until the La Salle County JETSB is formally certified by the Illinois Department of State Police, each Participating Member’s local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the La Salle County JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Members, as required by the Act. Once certified, the La Salle County JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Member in accordance with the applicable laws, but may expend a Participating Member’s local ETSB funds on behalf of the Participating Member by resolution consistent with the budgeted items or obligations that exist in its respective Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets. The balance of such ETSB funds shall be paid to the La Salle County JETSB’s Emergency Telephone System Fund and the La Salle County JETSB’s Wireless Emergency Telephone System Fund for use by the La Salle County JETSB for allowable purposes under applicable laws.

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

5.10. Fiscal Policies.

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

5.11. Procurement Policy.

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


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


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


No loans shall be procured on behalf of the La Salle County JETSB and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

ARTICLE VI
PERSONNEL MATTERS
6.0. La Salle County JETSB Personnel.

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

6.1. Resignation and Removal for Non-Attendance or Non-Cooperation.

A. Attendance. Any member of the Board or any subcommittee (as established by the Board) who is absent from the regular meetings of such Board or subcommittee for three (3) consecutive regular meetings of such Board or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to two-thirds (2/3rds) of the total number of Board members or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board. In addition, any member of the Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds (2/3rds) vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

B. Non-Performance or Non-Cooperation. Any member of the Board or any subcommittee (as established by the Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to two-thirds (2/3rds) vote of the total number of Board members or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) days written notice of the date, time and location of the hearing before the Board shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds (2/3rds) vote of the total number of Board members, to classify a member as resigned, that member shall be
removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

ARTICLE VII
INSURANCE

7.0. Required Insurance Coverage.

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

7.1. Scope of Coverage.

A. Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, including ISO Additional Insured Endorsement CG 2010 and CG 2026 or their equivalent forms.

B. Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

C. Directors and Officers Liability Insurance.

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

7.2. Minimum Limits of Coverage.

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

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

C. Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of $500,000 per accident.
D. Directors and Officers Liability Insurance. $1,000,000 each covered claim.

E. Excess Umbrella Policy. $2,000,000 each covered claim.

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

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

A. Commercial General Liability and Automobile Liability Coverage. The La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives must be covered as additional insureds in all respects with no special limitations on the scope of protection afforded to the La Salle County JETSB or its appointed officials, employees, volunteers, agents and representatives.

B. Primary Coverage. For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Members shall be secondary to the insurance coverages maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives. Any insurance or self-insurance maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives, shall be the first level of insurance coverage and the Participating Members’ insurance coverages shall be in excess of the La Salle County JETSB’s insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the La Salle County JETSB is exhausted, each of the Participating Members’ insurance coverages will take effect on an equal-share prorated basis (e.g., seven (7) Participating Members will each be responsible for one-seventh of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs).

(1) Each of the owners of the PSAPS shall be solely responsible for maintaining all necessary types of liability insurance and other types of insurance to cover the operations, maintenance and staffing of the PSAPS and such insurance coverages shall be primary to the insurance maintained by the La Salle County JETSB.

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

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

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

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

G. **Workers' Compensation and Employers' Liability Coverage.** The insurer must agree to waive all rights of subrogation against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives for losses arising from work performed by the employee.

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

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

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

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

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

ARTICLE VIII
ADDITIONAL MEMBERS

8.0. Eligibility.

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

8.1. Approval of New Members.

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

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

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

C. Payment to the La Salle County JETSB of the required Participation Fee and any other
   fees, as determined by the Board based on information provided by the Treasurer, any La
   Salle County JETSB- retained consultant and/or the La Salle County JETSB’S auditor.

D. Timely payment of all fees, costs and financial obligations required by this Agreement or
   an addendum, or as determined by the Board.

E. The Board’s determination that the La Salle County JETSB can adequately serve the new
   member without diminishing the ability of the La Salle County JETSB to continue to
   serve the other Participating Members.

F. Approval by a two-thirds (2/3rds) vote of the total number of Board members.

ARTICLE IX
WITHDRAWAL, TERMINATION AND DISSOLUTION
9.0. Voluntary Withdrawal.

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

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

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

(1) Its share of all the La Salle County JETSB fees and costs through the effective date of its withdrawal or the end of its allocated share of all La Salle County JETSB financial obligations;

(2) Any contractual obligations it has signed separately with the La Salle County JETSB; and

(3) The Recapture Fee, as determined by the Board with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB’s auditor.

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

9.1. Involuntary Withdrawal.

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

(1) The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.

(2) Conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any of the terms of this Agreement or any adopted By-laws or other applicable laws or governmental regulations.

(3) Non-compliance with or conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any protocols, orders, directives of the Board, the Treasurer, or industry standards or applicable laws or governmental regulations in regard to the operation of the La Salle County JETSB.
Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Member an opportunity to have its alleged default resolved pursuant to the provisions of Section 9.4. (Dispute Resolution; Negotiation) below.

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

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

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

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

   b. Any contractual obligations it has signed separately with the La Salle County JETSB; and

   c. The Recapture Fee (if applicable).

9.2. Termination and Dissolution.

A. If the Board determines that the withdrawal of a Participating Member reduces the number of Participating Members to less than that feasible to keep the La Salle County JETSB operational, or upon the vote of two-thirds (2/3rds) of the total number of Board members to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

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

C. Upon such termination, and after payment of all debts and liabilities, the Participating Members shall cooperate to wind down the La Salle County JETSB as follows:
(1) The fixed assets of the La Salle County JETSB shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Members at the time of dissolution on a "per capita" basis as averaged during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions on a "per capita" basis by all active Participating Members, at the time of dissolution.

(2) All Participating Members shall share on a "per capita" basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the La Salle County JETSB and any other costs, fees and charges associated with terminating the operations of the La Salle County JETSB and the dissolution of the La Salle County JETSB.

(3) As part of a dissolution of the La Salle County JETSB and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to the Recapture Fee. The Board, with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB'S auditor, will determine the value of any Recapture Fees.

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

9.3. Withdrawal of Participating Member or Dissolution of La Salle County JETSB; Surcharge Funds.

Upon withdrawal of a Participating Member or the dissolution of the La Salle County JETSB, all monies that are allocated or attributable to the Participating Member(s) that are received or collected prior to or after the effective date of the withdrawal or termination from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be made available to the Participating Member(s) for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Member's debts, liabilities and obligations pertaining to its participation in the La Salle County JETSB or its withdrawal from the La Salle County JETSB or the dissolution of the La Salle County JETSB have been fully paid.

9.4. Dispute Resolution; Negotiation.

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

ARTICLE X
REGULATORY APPROVALS

10.0. Registration and Certification.

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

ARTICLE XI
INDEMNIFICATION

11.0. Indemnification Generally.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the La Salle County JETSB agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and any of its Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the La Salle County JETSB shall indemnify, defend and hold harmless any Participating Member or any person who was or is made a party to a pending or completed action, suit or proceedings by reason of fact that such Participating Member or person is or was a director, officer or agent of the La Salle County JETSB, against and from any expenses (including reasonable attorney’s fees and litigation expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such Participating Member or person acted in good faith on behalf of the interests of the La Salle County JETSB. The determination of whether any Participating Member or an individual acted in good faith on behalf of the interests of the La Salle County JETSB shall be made by a two-thirds (2/3rds) vote of the total number of Board members. This indemnification shall not apply to any punitive damages or if the indemnification would otherwise be prohibited by law.
11.1  Indemnification – Mutual Obligations.

To the fullest extent permitted by law, each of the Participating Members agrees to defend, indemnify and hold each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Member, or its respective appointed and elected officials, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the La Salle County JETSB and any of its appointed officials, employees, agents and representatives, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

11.2  Indemnification – PSAP Owners.

To the fullest extent permitted by law, each owner of a PSAP agrees to defend, indemnify and hold the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the owner of the PSAP or its respective appointed and elected officials, employees, volunteers, agents and representatives, in regard to the operations, maintenance or staffing of the PSAP, except to the extent caused by the sole negligence of or willful and wanton conduct of the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives or one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

ARTICLE XII
LEAD MEMBER

12.0  Lead Member.

Subject to approval by the Board, the La Salle County JETSB may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the La Salle County JETSB and other third parties, including any of its Participating Members.

12.1  Intergovernmental Arrangements.

Subject to approval by the Board, the La Salle County JETSB may enter into appropriate intergovernmental agreements with one or more of the Participating Members or with other third parties for any lawful, public purposes.

ARTICLE XIII
MISCELLANEOUS

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

13.1. Member Equipment.

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

13.2. Amendment.

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

13.3. Duration.

This Agreement and the La Salle County JETSB shall continue in effect until terminated as provided herein.

13.4. Remedies.

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

13.5. Assignment.

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


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


Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties’ principal administrative offices, addressed to the Mayor or the City Administrator/City Manager or Chief Operating Officer. Such notices may also be delivered by
messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.


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

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

SIGNATURE PAGES TO FOLLOW
SIGNATURE PAGE FOR CITY OF OGLESBY

IN WITNESS WHEREOF, the below authorized official of the City of Oglesby has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the City of Oglesby.

City of Oglesby

Name: [Signature]
Mayor

Date: 5/2/2016

Attest:

Name: [Signature]
City Clerk

Date: 5-2-2016
ORDINANCE NO. 017-2016

AN ORDINANCE AMENDING ARTICLE III
CHAPTER 30 (EMERGENCY TELEPHONE SYSTEM BOARD) OF
THE OTTAWA CITY CODE TO DISSOLVE THE OTTAWA EMERGENCY
TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of Ottawa, La Salle County, Illinois)

WHEREAS, the City of Ottawa ("Ottawa" or the "City") has established and operated an
Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency
Telephone System Act (50 ILCS 750/15.4) as set forth in Article III Chapter 30 (Emergency
Telephone System Board) of the Ottawa City Code, as amended (the "Code"); and

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

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

WHEREAS, the Corporate Authorities of Ottawa, the City of La Salle ("La Salle"), the
City of Marseilles ("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby
("Oglesby"), the City of Peru ("Peru"), and the County of La Salle, Illinois on behalf of the La
Salle County Emergency Telephone System Board ("La Salle County ETSB") (collectively
referred to as the "Participating Members") have each agreed to adopt ordinances that approve an
intergovernmental agreement ("IGA") to provide for the establishment of an intergovernmental
cooperative venture known as the "La Salle County Joint Emergency Telephone System Board"
(also referred to as "La Salle County JETSB"). The purpose of the La Salle County JETSB is to
oversee the consolidation of six (6) existing public safety answering points into three (3) public
safety answering points, to administer the receipt and allocation of surcharge funds and any other
revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing
formula or as otherwise directed in the IGA to assist in funding the operations of the three (3)
public safety answering points and the La Salle County JETSB, and to provide general
coordination of the delivery of emergency dispatch services and 9-1-1 communication services
and wireless E-9-1-1 communication services within the service territories of the Participating
Members of the La Salle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Elma Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the “Peru PSAP” (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”); and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in the funding of the operations, maintenance and staffing of the PSAPS is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.5-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the “Intergovernmental and 911-JETSB Statutes”); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB
funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”); and

WHEREAS, in order to participate in the La Salle County JETSB under the IGA, each of the Participating Members are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS, the Corporate Authorities of the City of Ottawa desire to amend the provisions of Article III Chapter 30 (Emergency Telephone System Board) of the Ottawa City Code to recognize the City’s participation in the IGA and the establishment of La Salle County’s JETSB, and to terminate the establishment, authority and operational functions of its local ETSB (“La Salle ETSB”), subject to two conditions: (1) the use by the City, in its own discretion, of any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City’s PSAP; and (2) the termination of its local ETSB will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator; and

WHEREAS, pursuant to the authority granted by the applicable provisions of the Intergovernmental and 911-JETSB Statutes, the Corporate Authorities of the City of Ottawa find that the below Ottawa City Code amendments are in the best interests of and for the protection of the health, welfare and safety of the City, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF OTTAWA, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section I and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Article III Chapter 30 (Emergency Telephone System Board) of the Ottawa City Code, as amended, shall be further amended to read in its entirety as follows:

"Chapter__

JOINT EMERGENCY TELEPHONE SYSTEM BOARD

_1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES;
_2: DISSOLUTION OF LOCAL ETSB; RE-INSTATMENT;
_3: USE OF ETSB FUNDS; SURCHARGE FUNDS;"
A. Establishment. Pursuant to Ordinance No. 2016 (adopted on 2016), the City approved an intergovernmental agreement entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of and Operation Of Certain Public Safety Answering Points (Initial Participating Members: City Of La Salle, City Of Marseilles, City Of Mendota, City Of Oglesby, City Of Ottawa, City Of Peru And County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board” (the “La Salle County JETSB Intergovernmental Agreement”) that provided for the establishment of an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as the “La Salle County JETSB”). The purpose of the intergovernmental arrangement is for the La Salle County JETSB to initially oversee the consolidation of six (6) existing public safety answering points (“PSAPs”) into three (3) PSAPs, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for JETSB purposes (collectively “JETSB funds”) based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPs and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB. The three (3) PSAPs that will be funded by the La Salle County JETSB Intergovernmental Agreement are: (1) the La Salle County Sheriff’s PSAP, which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the Ottawa Central Dispatch PSAP, which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the Peru PSAP (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPs”).

B. Membership; Authority and Duties. The total number of members on the La Salle County JETSB shall match the total number of participating members that are parties to the La Salle County JETSB Intergovernmental Agreement, as amended to add new members. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory “public member.” The members of the La Salle County JETSB shall be comprised of one (1) representative from each of the participating members of the La Salle County JETSB Intergovernmental Agreement, as designated in writing by the mayor or presiding administrative officer of each participating member. The statutory “public member” will be one of the designated representatives of one of the participating members of the La Salle County JETSB Intergovernmental Agreement or appointed pursuant to the terms of the Agreement. The authority and duties of the La Salle County JETSB shall be governed by the terms of the La Salle County JETSB Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.
-2: DISSOLUTION OF LOCAL EMERGENCY TELEPHONE SYSTEM BOARD; RE-INSTATMENT:

A. Dissolution of Local Emergency Telephone System Board (ETSB). Pursuant to Ordinance No. ______-2016 (adopted ________, 2016), the City’s ETSB was dissolved effective upon the date of the regulatory approval of creation of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police. The City’s ETSB was initially established by the adoption of Ordinance No. 39-88 on December 6, 1988.

B. Re-instatement of Local ETSB. In the event the City withdraws from participation in the La Salle County JETSB Intergovernmental Agreement, to the extent permitted by applicable laws and regulations, the City will either take the necessary corporate actions to re-instate its local ETSB or join another Joint Emergency Telephone System Board (JETSB).

-3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

A. Use of ETSB Funds. Under the La Salle County JETSB Intergovernmental Agreement, the City, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City’s PSAP.

B. Surcharge Funds. Upon dissolution of the City’s ETSB and subject to the terms of the La Salle County JETSB Intergovernmental Agreement and the City’s continued participation in the La Salle County JETSB, all monies received or collected by the City that are intended to be used for ETSB purposes or La Salle County JETSB purposes from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the La Salle County JETSB for deposit and expenditure by the La Salle County JETSB in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement, the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

C. Surcharge Rate. The City is authorized to receive surcharge funds pursuant to Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1
Surcharge Act (50 ILCS 753/1 et seq.) at rates and in amounts established by and regulated by these applicable State laws. Under Ordinance No. 23-88 (adopted August 16, 1988), the City proposed the enactment of a 9-1-1 surcharge rate of up to Sixty Cents ($0.60), which was later approved a majority of voters at a referendum conducted on November 8, 1988 and the City Council approved a surcharge rate of Fifty-Eight Cents ($0.58) by adopting Ordinance No. 6-89 on February 21, 1989 ("Established 9-1-1 Surcharge Rate"). The City is authorized to continue to receive surcharge funds at the Established Surcharge Rate or any other rate established by and regulated by applicable State laws. The dissolution of the City’s local ETSB shall have no impact on the City’s authority and right to continue to receive its allocation of surcharge funds under these applicable State laws in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement.3

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

A. Adoption by each of the initial Participating Members of an ordinance approving the La Salle County JETSB Intergovernmental Agreement.

B. Adoption by the other initial Participating Members of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.

C. Regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator, or his/her designee.

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

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

SECTION 6: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

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

SECTION 8: The Corporate Authorities of the City of Ottawa, La Salle County, Illinois authorize and direct the Mayor and City Clerk, or their designees, to execute and submit to all required governmental oversight and regulatory agencies, including but not limited to the Illinois
Department of State Police, a certified copy of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the applicable laws and regulations to dissolve the Ottawa ETSB. In addition, the City Clerk shall transmit certified copies of this Ordinance to each of the other Participating Members of the LaSalle County JETSB within ten (10) calendar days of approval of this Ordinance.

ADOPTED this 19th day of April, 2016, pursuant to a roll call vote as follows:

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APPROVED this 19th day of April, 2016, by the Mayor of the City of Ottawa, and attested by the City Clerk, on the same day.

Name: [signature]
Mayor

ATTEST:

Name: [signature]
City Clerk

This Ordinance was published by me in pamphlet form on the 28th day of April, 2016.

Name: [signature]
City Clerk

Z:\ottawa\Ordinance\Municipal Code Amendments\Chapter 30\Dissolve Local ETSB Join LaSalle County JETSB 4-16.docx
STATE OF ILLINOIS  
)  
COUNTY OF LA SALLE  ) SS

CLERK'S CERTIFICATE

I,  Shelley C. Marks,  City Clerk of the City of Ottawa, in the County of La Salle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 17-2016

AN ORDINANCE AMENDING TITLE __ (BOARDS AND COMMISSIONS), CHAPTER __ (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE OTTAWA CITY CODE TO DISSOLVE THE OTTAWA EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of Ottawa, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of Ottawa at an open City Council Meeting on the 14th day of April, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of Ottawa on the 14th day of April, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of Ottawa was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Ottawa, and that the result of said vote was as follows, to-wit:

AYES:  

NAYS:  0

ABSTAIN:  0

ABSENT:  0

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Ottawa, this 28th day of April, 2016.

Shelley C. Marks
City Clerk
ORDINANCE NO. 2016-1

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS
( Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa, City of Peru
and County of La Salle, Illinois on behalf of
the La Salle County Emergency Telephone System Board)

(City of Ottawa, La Salle County, Illinois)

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

WHEREAS, the corporate authorities of City of La Salle ("La Salle"), the City of
Marseilles ("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"),
the City of Ottawa ("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on
behalf of the La Salle County Emergency Telephone System Board ("La Salle County JETSB"
(collectively referred to as the "Participating Members") have each agreed to adopt ordinances
that approve an intergovernmental agreement to provide for the establishment of an
intergovernmental cooperative venture known as the "La Salle County Joint Emergency
Telephone System Board" (also referred to as "La Salle County JETSB"). The intergovernmental
agreement is entitled "Intergovernmental Agreement Establishing The La Salle County Joint
Emergency Telephone System Board And Providing For The Consolidation Of And Operation
Of Certain Public Safety Answering Points (Participating Members: City of La Salle, City of
Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La
Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)" ("IGA").
A copy of the IGA is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the purpose of the La Salle County JETSB is to oversee the consolidation
of six (6) existing public safety answering points into three (3) public safety answering points, to
administer the receipt and allocation of surcharge funds and other revenues based on a cost-
sharing formula or as otherwise directed in the IGA to assist in funding the operations of the
three (3) public safety answering points and the La Salle County JETSB, and to provide general
coordination of the delivery of emergency dispatch services and 9-1-1 communication services
and wireless E-9-1-1 communication services within the service territories of the Participating
Members of the La Salle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the “Pera PSAP” (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAP’S”); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSBS funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budget or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”); and

WHEREAS, with the approval of Ordinance No. __-2016 (An Ordinance Amending Article III of Chapter 30 (Emergency Telephone System Board) Of The Ottawa City Code To Dissolve The Ottawa Emergency Telephone System Board In Order To Participate On The La Salle County Joint Emergency Telephone System Board (City Of Ottawa, La Salle County, Illinois), the corporate authorities of Ottawa have provided for the dissolution of its local ETSB; and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its
respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the corporate authorities of each of the Participating Members are required to vote in favor of the attached IGA by approving an Ordinance that contains the same findings and authorizing content and is in substantially the same format as this Ordinance; and

WHEREAS, the corporate authorities of the City of Ottawa, La Salle County, Illinois find that it is in its best interests to authorize the approval and execution of the IGA in order to participate on the La Salle County JETSB. The authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in funding the operation, maintenance and staffing of the PSAPs is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)).

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF OTTAWA, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The corporate authorities of the City of Ottawa, La Salle County, Illinois approve and authorize the execution of the attached intergovernmental agreement entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Access Points (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)” (“IGA”). A copy of the IGA is attached to and made part of this Ordinance as Exhibit “A”. In addition, the corporate authorities authorize and direct the Mayor and City Clerk, or their designees, to execute and submit signed originals of the signature page of the IGA for the City of Ottawa, certified copies of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. Further, the corporate authorities authorize and direct the City staff to take all actions as are necessary to comply with all of the applicable obligations under the IGA. The City Clerk shall transmit a copy of the IGA with signed signature pages in regard to the City of Ottawa and certified copies of this Ordinance to each of the other Participating Members of the La Salle County JETSB within ten (10) calendar days of approval of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.
ADOPTED this \text{21st} day of April, 2016, pursuant to a roll call vote as follows:

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APPROVED this \text{21st} day of April, 2016, by the Mayor of the City of Ottawa, and attested by the City Clerk, on the same day.

Name: \\
Robert Eschbach, Mayor

ATTEST:

Name: \\
Shelly Munks, City Clerk

This Ordinance was published by me in pamphlet form on the \text{21st} day of April, 2016.

Shelly Munks, City Clerk
STATE OF ILLINOIS

COUNTY OF LA SALLE

CLERK'S CERTIFICATE

I, [Signature], City Clerk of the City of Ottawa, in the County of La Salle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 19-2016

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)

(City of Ottawa, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of Ottawa at an open City Council Meeting on the 27th day of April, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of Ottawa on the 27th day of April, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of Ottawa was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Ottawa, and that the result of said vote was as follows, to-wit:

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<td>Mayor Eschbach</td>
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I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Ottawa, this ___ day of ___ , 2016.

[SEAL]

City Clerk
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS
( Participating Members: City of La Salle, City of Marseilles,
   City of Mendota, City of Oglesby, City of Ottawa,
   City of Peru and County of La Salle, Illinois on behalf of
   the La Salle County Emergency Telephone System Board)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement" or "IGA") is entered into on
the Effective Date hereinafter set forth, by the City of La Salle ("La Salle"), the City of Marseilles
("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"), the City of Ottawa
("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on behalf of the La Salle
County Emergency Telephone System Board ("La Salle County ETSB"), (collectively referred to as the
"Participating Members" or "Initial Participating Members"), to provide for the establishment of an
intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone
System Board" (also referred to as "La Salle County JETS B").

RECITALS

WHEREAS, the authority to enter into this IGA is set forth in Article VII, Section 10 of the 1970
Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et
seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the "Act"), the Wireless Emergency
Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1
et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State
Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of
the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the
"Intergovernmental and 911-JETS B Statutes"). Specifically, Section 15.4 of the Act (50 ILCS 750/15.4),
as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that
impose a surcharge pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) to establish by
intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETS B"), provided that the
local emergency telephone system boards are terminated by ordinances that rescind their
establishment, authority and operational functions; and

WHEREAS, the purpose of the La Salle County JETS B is to oversee the consolidation of six (6)
existing public safety answering points into three (3) public safety answering points, to administer the
receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as
otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three
(3) public safety answering points and the La Salle County JETS B, and to provide general coordination of
the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1
communication services within the service territories of the Participating Members of the La Salle County
JETS B; and

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

WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under this IGA are: (1) the "La Salle County Sheriff's PSAP," which is owned, staffed and operated by the La Salle County Sheriff's Department and is located at 707 East Etta Road, Ottawa, Illinois; (2) the "Ottawa Central Dispatch PSAP," which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the "Peru PSAP" (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the "PSAPS"); and

WHEREAS, the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist with the funding of the delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services (collectively referred to as "surcharges" or "surcharge funds"), including the funding of operations regarding ETSBS and JETSBS and consolidations of ETSBS into JETSBS; and

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

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

ARTICLE I
LA SALLE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD ESTABLISHED

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

1.1. Creation. The Participating Members establish an intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone System Board" (also referred to as "La Salle County JETSB" or "Board"). The principal office address for the La Salle County JETSB shall be: La Salle County Governmental Complex, 707 Etta Road, Ottawa, Illinois. The La Salle County JETSB shall hold its meetings at the La Salle County Governmental Complex, or such other location(s) within the service territories of the PSAPS as determined by the Board in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) ("OMA").

1.2. Purpose. The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) public safety answering points (identified below) into the three (3) PSAPS (identified below), to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB.
1.3. **Termination of Local ETSBS.** In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the La Salle County JETSB under this IGA, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBS, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSBS will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”).

1.4. **Funding.** Even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities.

1.5. **No Operation of PSAPS.** The La Salle County JETSB will not govern or direct the operations, maintenance or staffing of the personnel of the PSAPS. This IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory.

1.6. **Legal Status.** La Salle County JETSB shall be considered a “public safety agency,” as defined at Section 2.02 of the Act (50 ILCS 750/2.02), and an appointed membership board under the County of La Salle, Illinois.

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

1.8. **Effective Date.**

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

**Annual Budget means:** The Budget adopted annually that provides for the annual administrative operations, maintenance and capital needs of the La Salle County JETSB and may include a capital budget and an operating budget.

**Capital Costs means:** Those costs related to purchasing or acquiring personal property, equipment or other tangible items for use in the operations of the La Salle County JETSB.

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

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

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

**Grant Funds means:** The funds that are awarded by any private or public entity to or for the benefit of the La Salle County JETSB, any Participating Member or any PSAP that is covered by this Agreement. The La Salle County JETSB, any Participating Member or any PSAP may apply for any grant funds in furtherance of the objectives of this Agreement. "Unspecified grant funds" are those funds awarded to the La Salle County JETSB for use by the La Salle County JETSB, in its discretion, including distribution to one or more Participating Members or to one or more of the PSAPS (as defined below) covered by this Agreement. "Specified grant funds" are funds that are awarded to or for the benefit of the La Salle County JETSB or a specific Participating Member or a specific PSAP.

**Local ETSB Reserves means:** The monies held by each Participating Member's local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

**Participation Fee (or Participation Fees) means:** The annual (or periodic) fees payable by each Participating Member as a condition of membership in the La Salle County JETSB that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment of the La Salle County JETSB, and a portion of the annual, ongoing Operating Costs and Capital Costs of the La Salle County JETSB that each new member is obligated to contribute towards its continued membership in the La Salle County JETSB.
Participating Member (or Participating Members) means: Any unit of local government or intergovernmental cooperative established by intergovernmental agreement or under State law that agrees to participate in the La Salle County JETSB by approving this Agreement, as amended, and has been accepted and authorized to participate in the La Salle County JETSB in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Member, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

Operating Costs means: Any costs incurred by the La Salle County JETSB related to the administrative operations of the La Salle County JETSB, including wages, employment benefits, insurance, outside vendors and utilities.

Start-Up Budget means: A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative operations of the La Salle County JETSB during its first fiscal year.

Recapture Fee means: The fee, determined by the La Salle County JETSB, in its sole discretion, based on information provided by its Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB'S auditor, that shall be paid by any withdrawing or terminated Participating Member to reimburse the other Participating Members for all incurred but unpaid or to be incurred obligations relating to the annual administrative operations, maintenance and capital needs of the La Salle County JETSB, including any incurred but unpaid or to be incurred operating costs, and unamortized Capital Costs incurred or paid for by the La Salle County JETSB. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Members who are obligated to pay part of the existing, on-going financial obligations of the La Salle County JETSB during their time with the La Salle County JETSB, who have received certain services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of the La Salle County JETSB, and then, upon withdrawal from or dissolution of the La Salle County JETSB or termination of this Agreement, those Participating Members retain the value of such improvements.

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

Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the La Salle County JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Wireless Emergency Telephone Safety Act (50 ILCS 75/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 759/1 et seq.), as amended.
ARTICLE II
LA SALLE COUNTY JETSB

2.0. Composition.

The total number of members on the La Salle County JETSB shall match the total number of Participating Members that are a party to this IGA, as amended to add new Participating Members, subject to one Participating Member's representative serving as the required statutory "public member" or the appointment of the statutory "public member" from the public at-large as an extra voting member of the Board in order to maintain an odd-number of members for voting purposes. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory "public member." The representative from each of the Participating Members of the La Salle County JETSB Intergovernmental Agreement shall be designated in writing by the mayor or presiding administrative officer of each Participating Member. The representatives who serve on the Board should be comprised of a mix of administrative and fire department and police department personnel of the Participating Members, except that the public member may be, but does not have to be, an official or employee of any Participating Member. The representatives, other than the public member, shall not have a defined term length, but may be replaced by the corporate authorities of the respective Participating Member in accordance with applicable State law (See, 50 ILCS 750/15.4). Each Participating Member (through its mayor or presiding administrative officer) shall also designate one (1) set of alternate representatives to serve in the absence of the primary representative. The designated representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above.

Public Member. If there is an odd number of Participating Members, then the statutory "public member" will be one of the designated representatives of one of the Participating Members of this IGA. If there is an even number of Participating Members, then an extra voting member selected from the public at-large shall be added as a member of the Board in order to maintain an odd-number of members for voting purposes. The public member shall meet the eligibility criteria of Section 15.4 of the Act (50 ILCS 750/15.4) (as of the Effective Date of this IGA: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the La Salle County JETSB). The public member: (a) shall be appointed by the Board for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an official or an employee of any of the Participating Members.

2.1. Chair, Vice-Chair and Secretary.

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

Rotation of Chair Appointments. The Board shall appoint one of its members to serve as the Chair on a rotating, annual basis, based on the descending alphabetical order of the names of the Participating
Members (e.g., La Salle, Marseilles, Mendota, Oglesby, Ottawa, Peru and the County of La Salle). However, the Chair for the first fiscal year shall be filled by the representative of the County of La Salle. If another Participating Member joins the La Salle County JETSB, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Member shall not be eligible to serve as Chair until each of the preceding Participating Members on the alphabetical list of Participating Members has served as Chair at least one time. When the representative of the last Participating Member on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Member at the top of the list.

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

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

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

B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and

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

D. Serve as one of the designated Freedom of Information Officers for the La Salle County JETSB; and

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

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

2.2. Meetings of the Board.

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

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. Special meetings of the Board may be called by the Chair or two-thirds (2/3rds) of the total number of Board members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as
practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

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

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

2.3. Quorum.

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

2.4. Voting Requirements.

Except for an amendment to this Agreement as provided for under Section 13.2 (Amendment) below, a two-thirds (2/3rds) vote of the total number of Board members (e.g., a minimum affirmative vote of five (5) of seven (7) Board members) shall be necessary for the Board to act. The phrase “total number of Board members” means the total number of representative positions on the Board as determined by the total number of Participating Members. The minimum affirmative vote needed for the Board to act must be met in each voting instance and shall not be reduced by absentee Board members. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible Board member may vote on matters while in compliance with the Electronic Participation Rules below.

2.5. Electronic Participation in Meetings.

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

2.5.1. Rules and Procedures.

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

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

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

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

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

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

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

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

2.6. **By-laws.**

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

**ARTICLE III**

**POWERS AND DUTIES OF THE LA SALLE COUNTY JETSB**

3.0. **Powers.**

A. The statutory powers and duties of the La Salle County JETSB are set forth in the Intergovernmental and 911-JETSB Statutes and this IGA. The La Salle County JETSB shall comply with all applicable laws and any adopted procurement policy in regard to its expenditures of the surcharge funds and any other funds that are within its statutory jurisdiction. Specifically, the Board shall have all powers that are necessary or incidental to the establishment and operation of the La Salle County JETSB and to fulfill its duties under this IGA, including, but not limited to:
Exercise of all powers conferred upon Emergency Telephone System Boards under the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (55 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations.

Determine and approve the general policies for the La Salle County JETSB and may adopt a set of By-laws.

Approval of new members to the La Salle County JETSB and any new membership-related addenda to this IGA by a two-thirds (2/3rds) vote of the total number of Board members.

Receive and authorize the use, expenditure and allocation of all surcharge funds and other monies from any revenue source relating to the La Salle County JETSB, as allowed by any federal or State law, Intergovernmental and 911-JETSB Statutes, including any future amendments to said laws and statutes.

Determine and approve all allocations of surcharge funds and contributions due from all the Participating Members relative to the annual operations and short-term and long-term operational planning needs of the La Salle County JETSB, and determine and approve any payments owed to any Participating Member (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Treasurer, any La Salle County JETSB-retained consultant or the La Salle County JETSB'S auditor.

Determine and approve any revisions in the formula or data used for calculating each Participating Member's share of the surcharge funds and other monies from any revenue source authorized by any federal or State law or any surcharge imposed collected by or received on behalf of the La Salle County JETSB and the Participation Fee by a two-thirds (2/3rds) vote of the total number of Board members.

Approval of the Start-Up Budget, the Annual Budget and the Reserve Fund for the establishment and ongoing operations of the La Salle County JETSB, by a two-thirds (2/3rds) vote of the total number of Board members.

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

Approve budget increases or adjustments, by a two-thirds (2/3rds) vote of the total number of Board members.

Purchase of equipment, supplies, software, hardware and other business-related technology relating to the operational needs of the La Salle County JETSB in accordance with the Annual Budget.
(11) Enter into agreements, contracts, leases, license and other arrangements with other persons, entities, organizations or units of government that are consistent with the purposes of the La Salle County JETSB as set forth in this IGA.

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

(13) Purchase or lease or use of facilities consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

(14) Hiring, directing, compensating, disciplining and terminating of individuals to perform tasks and activities that are consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

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

(16) Contract with consultants, auditors and attorneys relative to La Salle County JETSB matters as provided for in the Annual Budget.

(17) Apply for and spend any grants, loans or other financing that is available under the Intergovernmental and 911-JETSB Statutes, or other applicable laws, which is related to the operations of the La Salle County JETSB and/or is necessary or incidental to the purposes of this Agreement.

(18) Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement.

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

3.1. Prohibited Actions.

The La Salle County JETSB shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV
PUBLIC SAFETY ANSWERING POINTS

4.0. Consolidation of PSAPS.

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Upon approval of this IGA, and the certification and approval by the State 9-1-1 Administrator, of the La Salle County JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan:

1. La Salle PSAP
2. Mendota PSAP
3. Oglesby PSAP

The following three (3) PSAPS will continue to be operated, maintained and staffed by their respective PSAP owners and will receive certain allocations of surcharge funds in accordance with this IGA:

1. La Salle County Sheriff’s PSAP
2. Ottawa Central Dispatch PSAP
3. Peru PSAP (operations to be transferred to the Illinois Valley Regional Dispatch)

The service territories of the PSAPS shall be the areas currently served by the each respective PSAP as of the Effective Date of this Agreement.

4.1. The PSAPS shall not expand their 9-1-1 dispatch service territories without first providing written notice of an intent to expand their 9-1-1 dispatch service territories and obtaining the approval of the La Salle County JETSB by a two-thirds (2/3rds) vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional unit of local government to the Board will require, at a minimum: (a) new member approval by the La Salle County JETSB, as required by this IGA, and approval of an addendum to this IGA, (b) re-allocation and re-calculation of the “per capita” formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

4.2. The PSAPS may expand their non-9-1-1 dispatch service territories without notice to or obtaining the approval of the La Salle County JETSB.

ARTICLE V
FINANCES

5.0. Fiscal Year.

The La Salle County JETSB’s fiscal year shall be from December 1st to November 30th of the next year.

5.1. Budget and Operating Funds.

5.1.1. The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the La Salle County JETSB:

A. Start-Up Operating Budget (one-time preparation).
B. Annual Budget (includes the Operating Budget and the Capital Budget).
C. Emergency Telephone System Fund.
D. Wireless Service Emergency Fund.
E. Any other fund deemed necessary for operation purposes or required by applicable law.
5.1.2. The amounts due pursuant to this Section from each Participating Member shall be payable to the La Salle County JETSB on a date determined by the Board.

5.2. **Allocation of Surcharge Funds and Other Related Revenues.**

The La Salle County JETSB shall provide for the collection of all ETSB surcharge funds and any other monies received from the State of Illinois or other lawful sources on behalf of the La Salle County JETSB and its Participating Members, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law, and allocate those funds and monies to the three (3) PSAPS to assist with their continued operations, maintenance and staffing needs, subject to a portion of those funds and monies being used to pay for the administrative costs, maintenance and capital needs of the La Salle County JETSB in accordance with its Annual Budget and applicable federal or State law, as amended. The allocation formula shall be as follows:

Surcharge funds and other revenues received by the La Salle County JETSB shall be allocated on a “per capita” basis to each of the PSAPS on a periodic basis (e.g., monthly, quarterly), as determined by the Board. The “per capita” population figures shall be calculated using the most recent data available from the United States Census Bureau. Any supplemental census data shall be considered by the Board as part of a written request by a PSAP or a Participating Member(s) for a re-calculation of the “per capita” population figures.

5.2.1. **Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds.** In order to receive its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the designated Participating Member on behalf of a PSAP or the PSAP or the La Salle County JETSB shall submit itemized reimbursement requests to the La Salle County JETSB and the Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSB. Each reimbursement request shall contain a signed certification by the chief operating officer or official, or his / her designee, of the Participating Member or the PSAP or the La Salle County JETSB that states: “On behalf of the below listed Participating Member or PSAP or the La Salle County JETSB, I certify that requests the below requested dollar amount of its allocated share of ETSB surcharge funds, grant funds and other allocated revenues and that such funds shall be spent on eligible expenses to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (55 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(0)) or any other applicable federal or State law.”

5.2.2. The La Salle County JETSB shall approve the payment of any allocation of ETSB surcharge funds, grant funds and other allocated revenues as requested by the designated Participating Member on behalf of a Participating Member or PSAP by resolution.
adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.

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

5.2.4. The La Salle County JETSB shall maintain at least the following three (3) accounts per PSAP and for itself or as otherwise directed by applicable federal or State law: (1) Emergency Telephone System Fund; (2) Wireless Service Emergency Fund; and (3) ETSB / Other Source Grant Fund.

5.2.5. If a new member joins the La Salle County JETSB, a re-calculation of the “per capita” population figures shall be performed to adjust the allocations to account for adding the new member to one of the PSAPs. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the La Salle County JETSB.

5.2.6. Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Member will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member based on the passage of one or more resolutions by the La Salle County JETSB authorizing the release of funds. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

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

5.3. Allocation of Annual Operating Costs.

A. Annual Operating Costs Allocation Formula. For the period from the Effective Date of this Agreement to the termination of this Agreement, the allocation for the La Salle County JETSB’S “Initial Annual Operating Costs” in its first fiscal year and the allocation for the “Annual Operating Costs” for each subsequent fiscal year shall be determined on a “per capita” basis, per Subsection 5.2 above, and shall be chargeable to each Participating Member.

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

5.4. Annual Budget.

The Board shall adopt an Annual Budget for the upcoming fiscal year at its November meeting each year. The Treasurer shall prepare a proposed Annual Budget for the Board to review and discuss at the Board’s September and October meetings each year. The Board shall review the proposed Annual Budget and direct the Treasurer to make such modifications as the Board deems proper and advisable.

5.5. Establishment of Participation Fees and Cost-Sharing.

It is expected that the Participation Fee of each Participating Member will be satisfied by the surcharge funds received on its behalf from the State of Illinois or from JETSB funds or other funds contributed to the La Salle County JETSB by the Participating Member. The La Salle County JETSB may deduct the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Members of their respective Participation Fees and approval of an authorization resolution by the Board as required by Section 35 of the Act (50 ILCS 750/35). If there are not adequate funds to deduct and pay the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Members agree to contribute additional funds to satisfy their Participation Fee. The initial Participation Fee shall be based on the Start-Up Budget as determined by the La Salle County JETSB, in its sole discretion, based on information provided by the Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB’s auditor. Thereafter, on an annual basis, the La Salle County JETSB, in its sole discretion, may establish one level of Participation Fees and additional other fees charged to the Initial Participating Members and one or more other levels of Participation Fees and additional other charges payable by members that join the La Salle County JETSB after its formation. The Participation Fees for the Initial Participating Members for the first full fiscal year of operation shall be based on the “per capita” formula set forth in Subsection 5.2 above or as otherwise established by the Board, in its sole discretion, and from time to time may be amended. The Participation Fees will be paid annually to the La Salle County JETSB in four (4) equal quarterly installments, by the tenth (10th) calendar day of the month based on an invoice from the La Salle County JETSB. The Annual Surcharge Fund Allocation Formula of Section 5.2 above is based on a formula that is established by the Board of Directors, in its sole discretion, and from time to time may be amended in accordance with this Agreement.

A. Cost-Sharing. The Board, in its discretion, shall have the authority to fix cost-sharing charges for all Participating Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term Capital Costs and long-term Operating Costs and any other activities of the La Salle County JETSB will be cost-shared by the Participating Members, based on the “per capita” formula set forth in Subsection 5.2 above or as otherwise determined by the Board, with input from the Treasurer, any La Salle County
JETSB-retained consultant and/or La Salle County JETSB'S auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.

B. **Supplemental Fees.** If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the La Salle County JETSB'S matching portion of a grant) of the La Salle County JETSB, all Participating Members shall be obligated to timely pay any supplemental fees assessed by the La Salle County JETSB, as determined by the Board.

C. **Payment Due Date: Billing.** The payment of any Participation Fees shall be paid to the La Salle County JETSB annually in four (4) equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the La Salle County JETSB as a deduction from surcharge funds currently available in the Emergency Telephone System Fund or the Wireless Service Emergency Funds or other lawfully established bank account(s) or from the Participating Members. The Treasurer, or his/her designee, will be responsible for issuing billing statements to all Participating Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Treasurer.

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

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

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

5.6. **Treasurer.**

A. **The Treasurer.** The Treasurer of the County of La Salle, Illinois shall serve as the initial treasurer of the La Salle County JETSB for a one (1) year term ("Treasurer") that is renewable by a two-thirds (2/3rds) vote of the total number of Board members. In the event the La Salle County Treasurer declines to serve as Treasurer, then, upon approval by the Board, the treasurer, the chief financial officer, the finance director or any of the functional equivalents of a Participating Member or a person from an auditing firm may be appointed to serve as the Treasurer of the La Salle County JETSB for a one (1) year term that is renewable by a two-thirds (2/3rds) vote of the total number of Board members.
The Treasurer shall have no voting authority on matters regarding the La Salle County JETSB and shall receive no additional salary or compensation for services provided to the La Salle County JETSB, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Member that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person’s term as Treasurer.

B. **Duties.** The Treasurer shall:

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

C. **Financial Reports and Warrant List.** The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

D. **Financial Operations.** All other necessary financial operations, including but not limited to accounting, accounts payable and payroll, shall be either outsourced to a third party contractor or handled by the Treasurer.

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

5.7. Donated Personal Property and Services.

If any Participating Member makes a donation of personal property or services to the La Salle County JETSB and the Board of the La Salle County JETSB, in its sole discretion, accepts said donation, then the donating Participating Member may receive a credit against any amounts it owes under this Agreement. The amount of the credit shall be determined by the Board. The amount of any credit granted under this Section by the Board shall only be effective after: (a) the donated personal property is successfully installed or received and determined to be operational; or (b) the donated services are performed. This Section does not apply to the donation of initial start-up personal property and services by the Initial Participating Members.

5.8. Credit for Surcharge Payments.

A. Emergency Telephone System Fund. Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 JETSB budgets, each Participating Member shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/1 et seq. ("surcharge funds") to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its surcharge funds into the La Salle County JETSB's Emergency Telephone System Fund accounts maintained for each respective PSAP and for itself and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of surcharge funds deposited into the La Salle County JETSB's interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or other applicable laws. Surcharge funds retained
by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Act and the Participating Member’s ordinances. The term “surcharge funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Act.

B. **Wireless Service Emergency Fund.** Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Member shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) (collectively “Wireless Surcharge Funds”), to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its Wireless Surcharge Funds into the La Salle County JETSB’s interest-bearing Wireless Emergency Telephone System Fund accounts or its Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself, and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of Wireless Surcharge Funds deposited into the La Salle County JETSB’s Wireless Emergency Telephone System Fund accounts and the Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Member’s ordinances. The term “Wireless Surcharge Funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

C. **Authorization to Spend Surcharge Funds and Wireless Surcharge Funds.** Until the La Salle County JETSB is formally certified by the Illinois Department of State Police, each Participating Member’s local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the La Salle County JETSB is certified, the local ETSB’s will be terminated pursuant to the adoption of ordinances by the Participating Members, as required by the Act. Once certified, the La Salle County JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Member in accordance with the applicable laws, but may expend a Participating Member’s local ETSB funds on behalf of the Participating Member by resolution consistent with the budgeted items or obligations that exist in its respective Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets. The balance of such ETSB funds shall be paid to the La Salle County JETSB’s Emergency Telephone System Fund and the La Salle County JETSB’s Wireless Emergency Telephone System Fund for use by the La Salle County JETSB for allowable purposes under applicable laws.

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

5.10. Fiscal Policies.

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

5.11. Procurement Policy.

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


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


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


No loans shall be procured on behalf of the La Salle County JETSB and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

ARTICLE VI
PERSONNEL MATTERS
6.0. La Salle County JETSB Personnel.

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

6.1. Resignation and Removal for Non-Attendance or Non-Cooperation.

A. Attendance. Any member of the Board or any subcommittee (as established by the Board) who is absent from the regular meetings of such Board or subcommittee for three (3) consecutive regular meetings of such Board or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to two-thirds (2/3) of the total number of Board members or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board. In addition, any member of the Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds (2/3) vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

B. Non-Performance or Non-Cooperation. Any member of the Board or any subcommittee (as established by the Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to two-thirds (2/3) vote of the total number of Board members or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) days written notice of the date, time and location of the hearing before the Board shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds (2/3) vote of the total number of Board members, to classify a member as resigned, that member shall be
removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

ARTICLE VII
INSURANCE

7.0. Required Insurance Coverage.

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

7.1. Scope of Coverage.

A. Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, including ISO Additional Insured Endorsement CG 2010 and CG 2026 or their equivalent forms.

B. Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

C. Directors and Officers Liability Insurance.

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

7.2. Minimum Limits of Coverage.

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

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

C. Workers' Compensation and Employers' Liability. Workers' Compensation Coverage with statutory limits and Employers' Liability limits of $500,000 per accident.
D. Directors and Officers Liability Insurance, $1,000,000 each covered claim.

E. Excess / Umbrella Policy, $2,000,000 each covered claim.

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

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

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

B. **Primary Coverage.** For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Members shall be secondary to the insurance coverages maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives. Any insurance or self-insurance maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives, shall be the first level of insurance coverage and the Participating Members’ insurance coverages shall be in excess of the La Salle County JETSB’S insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the La Salle County JETSB is exhausted, each of the Participating Members’ insurance coverages will take effect on an equal-share prorated basis (e.g., seven (7) Participating Members will each be responsible for one-seventh of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs).

(1) Each of the owners of the PSAPS shall be solely responsible for maintaining all necessary types of liability insurance and other types of insurance to cover the operations, maintenance and staffing of the PSAPS and such insurance coverages shall be primary to the insurance maintained by the La Salle County JETSB.

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

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

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

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

G. Workers’ Compensation and Employers’ Liability Coverage. The insurer must agree to waive all rights of subrogation against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives for losses arising from work performed by the employee.

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

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

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

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

During the term of this Agreement, the Board, in its discretion, will procure and maintain insurance, during the term of this Agreement, as usually held by public entities, including but not limited to: (1) workers’ compensation and employer’s liability coverages (if necessary); (2) property insurance coverages sufficient to cover the replacement value of the La Salle County JETSB’s equipment, facilities, software and other assets; (3) general public liability coverages with limits of liability of at least Two Million and No/100 Dollars ($2,000,000,00) or in such other amounts deemed advisable by the Board; (4) directors and officers liability coverage in an amount not less than Three Million and No/100 Dollars ($3,000,000.00); (5) business loss or interruption insurance (if deemed necessary); (6) any other type of insurance needed for the operation of the La Salle County JETSB. The La Salle County JETSB’s public liability insurance and directors and officers liability coverage shall cover all appointed or designated representatives (e.g., the treasurer, the chief financial officer, the finance director, fire chief, police chief,
IT staff), liaisons, executive directors, officers, committee members, employees, volunteers and agents of
the La Salle County JETSB, the members of the La Salle County JETSB’s Board in connection with any
alleged acts or omissions in connection with their lawful activities on behalf of the La Salle County
JETSB. The Participating Members shall be named as additional insureds on all liability coverages
maintained by the La Salle County JETSB. The Board may choose to provide the coverages required
herein or any other coverages deemed advisable by the Board, in whole or in part, through the La Salle
County JETSB’S participation in an intergovernmental self-insured risk association or the commercial
market.

ARTICLE VIII
ADDITIONAL MEMBERS

8.0. Eligibility.

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

8.1. Approval of New Members.

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

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

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

C. Payment to the La Salle County JETSB of the required Participation Fee and any other
fees, as determined by the Board based on information provided by the Treasurer, any La
Salle County JETSB-retained consultant and/or the La Salle County JETSB’s auditor.

D. Timely payment of all fees, costs and financial obligations required by this Agreement or
an addendum, or as determined by the Board.

E. The Board’s determination that the La Salle County JETSB can adequately serve the new
member without diminishing the ability of the La Salle County JETSB to continue to
serve the other Participating Members.

F. Approval by a two-thirds (2/3rds) vote of the total number of Board members.

ARTICLE IX
WITHDRAWAL, TERMINATION AND DISSOLUTION
9.0.  Voluntary Withdrawal.

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

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

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

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

2. Any contractual obligations it has signed separately with the La Salle County JETSB; and

3. The Recapture Fee, as determined by the Board with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB’s auditor.

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

9.1.  Involuntary Withdrawal.

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

1. The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.

2. Conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any of the terms of this Agreement or any adopted By-laws or other applicable laws or governmental regulations.

3. Non-compliance with or conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any protocols, orders, directives of the Board, the Treasurer, or industry standards or applicable laws or governmental regulations in regard to the operation of the La Salle County JETSB.
Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Member an opportunity to have its alleged default resolved pursuant to the provisions of Section 9.4. (Dispute Resolution; Negotiation) below.

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

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

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

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

   b. Any contractual obligations it has signed separately with the La Salle County JETSB; and

   c. The Recapture Fee (if applicable).

9.2. Termination and Dissolution.

A. If the Board determines that the withdrawal of a Participating Member reduces the number of Participating Members to less than that feasible to keep the La Salle County JETSB operational, or upon the vote of two-thirds (2/3rds) of the total number of Board members to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

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

C. Upon such termination, and after payment of all debts and liabilities, the Participating Members shall cooperate to wind down the La Salle County JETSB as follows:
(1) The fixed assets of the La Salle County JETSB shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Members at the time of dissolution on a "per capita" basis as averaged during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions on a "per capita" basis by all active Participating Members, at the time of dissolution.

(2) All Participating Members shall share on a "per capita" basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the La Salle County JETSB and any other costs, fees and charges associated with terminating the operations of the La Salle County JETSB and the dissolution of the La Salle County JETSB.

(3) As part of a dissolution of the La Salle County JETSB and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to the Recapture Fee. The Board, with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB's auditor, will determine the value of any Recapture Fees.

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

9.3. Withdrawal of Participating Member or Dissolution of La Salle County JETSB; Surcharge Funds.

Upon withdrawal of a Participating Member or the dissolution of the La Salle County JETSB, all monies that are allocated or attributable to the Participating Member(s) that are received or collected prior to or after the effective date of the withdrawal or termination from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be made available to the Participating Member(s) for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Member’s debts, liabilities and obligations pertaining to its participation in the La Salle County JETSB or its withdrawal from the La Salle County JETSB or the dissolution of the La Salle County JETSB have been fully paid.

9.4. Dispute Resolution; Negotiation.

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

ARTICLE X
REGULATORY APPROVALS

10.0. Registration and Certification.

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

ARTICLE XI
INDEMNIFICATION

11.0. Indemnification Generally.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006
(effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency
telephone system board, or unit of local government assuming the duties of an emergency telephone
system board, as well as any officer, agent or employee of such entity. As applicable, the La Salle County
JETSB agrees to assert all available immunity defenses to any claim, action, suit or proceeding that
relates to any matter covered by this Agreement filed against the La Salle County JETSB and its
appointed officials, employees, volunteers, agents and representatives and any of its Participating
Members and their respective appointed and elected officials, employees, volunteers, agents and
representatives. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS
750/15.1) and in accordance with insurance coverage limitations of this Agreement, the La Salle County
JETSB shall indemnify, defend and hold harmless any Participating Member or any person who was or is
made a party to a pending or completed action, suit or proceedings by reason of fact that such
Participating Member or person is or was a director, officer or agent of the La Salle County JETSB,
against and from any expenses (including reasonable attorney's fees and litigation expenses), judgments,
fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit
or proceeding if such Participating Member or person acted in good faith on behalf of the interests of the
La Salle County JETSB. The determination of whether any Participating Member or an individual acted
in good faith on behalf of the interests of the La Salle County JETSB shall be made by a two-thirds
(2/3rds) vote of the total number of Board members. This indemnification shall not apply to any punitive
damages or if the indemnification would otherwise be prohibited by law.
11.1. Indemnification – Mutual Obligations.

To the fullest extent permitted by law, each of the Participating Members agrees to defend, indemnify and hold each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Member, or its respective appointed and elected officials, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the La Salle County JETSB and any of its appointed officials, employees, agents and representatives, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

11.2 Indemnification – PSAP Owners.

To the fullest extent permitted by law, each owner of a PSAP agrees to defend, indemnify and hold the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the owner of the PSAP or its respective appointed and elected officials, employees, volunteers, agents and representatives, in regard to the operations, maintenance or staffing of the PSAP, except to the extent caused by the sole negligence of or willful and wanton conduct of the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives or one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

ARTICLE XII
LEAD MEMBER

12.0. Lead Member.

Subject to approval by the Board, the La Salle County JETSB may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the La Salle County JETSB and other third parties, including any of its Participating Members.

12.1. Intergovernmental Arrangements.

Subject to approval by the Board, the La Salle County JETSB may enter into appropriate intergovernmental agreements with one or more of the Participating Members or with other third parties for any lawful, public purposes.

ARTICLE XIII
MISCELLANEOUS

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

13.1. Member Equipment.

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

13.2. Amendment.

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

13.3. Duration.

This Agreement and the La Salle County JETSB shall continue in effect until terminated as provided herein.

13.4. Remedies.

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

13.5. Assignment.

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


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


Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties' principal administrative offices, addressed to the Mayor or the City Administrator/City Manager or Chief Operating Officer. Such notices may also be delivered by
messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.


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

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

SIGNATURE PAGES TO FOLLOW
IN WITNESS WHEREOF, the below authorized official of the City of Ottawa has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(j)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the City of Ottawa.

City of Ottawa

[Signature]
Name: Robert M. Tschaback
Mayor
Date: April 27, 2016

Attest:

[Signature]
Name: Shelly L. Munkel
City Clerk
Date: April 27, 2016
ORDINANCE NO. 6146

AN ORDINANCE AMENDING CHAPTER 38- EMERGENCY SERVICES, ARTICLE II.- EMERGENCY TELEPHONE SYSTEMS, DIVISION 2.- BOARD-OF-THE-PERU CITY CODE TO DISOLVE THE PERU EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of Peru, La Salle County, Illinois)

WHEREAS, the City of Peru ("Peru" or the "City") has established and operated an Emergency Telephone System Board ("ETSB") pursuant to Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4) as set forth in An Ordinance Amending Chapter 38-Emergency Services, Article II.- Emergency Telephone Systems, Division 2.- Board Of The Peru City Code, as amended (the "Code"); and

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

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

WHEREAS, the Corporate Authorities of Peru, the City of La Salle ("La Salle"), the City of Marseilles ("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"), the City of Ottawa ("Ottawa"), and the County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board ("La Salle County ETSB") (collectively referred to as the "Participating Members") have each agreed to adopt ordinances that approve an intergovernmental agreement ("IGA") to provide for the establishment of an intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone System Board" (also referred to as "La Salle County JETSB"). The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively "ETSB funds") based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the “Peru PSAP” (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPs”); and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPs, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPs, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPs, and (c) any improvements to the existing or any new facilities of the PSAPs. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPs. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPs will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in the funding of the operations, maintenance and staffing of the PSAPs is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11.5-3-1 of the Illinois Municipal Code (65 ILCS 5/11.5-3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the “Intergovernmental and 911-JETSB Statutes”); and

WHEREAS, in accordance with 50 ILCS 750/15.4(c) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB
funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”); and

WHEREAS, in order to participate in the La Salle County JETSB under the IGA, each of the Participating Members are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS, the Corporate Authorities of the City of Peru desire to amend the provisions of An Ordinance Amending Chapter 38- Emergency Services, Article II- Emergency Telephone Systems, Division 2.- Board Of The Peru City Code to recognize the City’s participation in the IGA and the establishment of La Salle County’s JETSB, and to terminate the establishment, authority and operational functions of its local ETSB (“La Salle ETSB”), subject to two conditions: (1) the use by the City, in its own discretion, of any of its remaining ETSB funds to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City’s PSAP; and (2) the termination of its local ETSB will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator; and

WHEREAS, pursuant to the authority granted by the applicable provisions of the Intergovernmental and 911-JETSB Statutes, the Corporate Authorities of the City of Peru find that the below Peru City Code amendments are in the best interests of and for the protection of the health, welfare and safety of the City, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF PERU, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: Subject to the conditions set forth below in Section ___ of this Ordinance, An Ordinance Amending Chapter 38- Emergency Services, Article II- Emergency Telephone Systems, Division 2.- Board Of The Peru City Code, as amended, shall be further amended to read in its entirety as follows:

"Chapter ___

JOINT EMERGENCY TELEPHONE SYSTEM BOARD

___-1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:
___-2: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:"
- 3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

- 1: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

A. Establishment. Pursuant to Ordinance No. ________ (adopted on April 18, 2016), the City approved an intergovernmental agreement entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of and Operation Of Certain Public Safety Answering Points (Initial Participating Members: City Of La Salle, City Of Marseilles, City Of Mendota, City Of Oglesby, City Of Ottawa, City Of Peru And County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board” (the “La Salle County JETSB Intergovernmental Agreement”) that provided for the establishment of an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as the “La Salle County JETSB”). The purpose of the intergovernmental arrangement is for the La Salle County JETSB to initially oversee the consolidation of six (6) existing public safety answering points (“PSAPS”) into three (3) PSAPS, to administer the receipt and allocation of surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSJ funds”) based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB. The three (3) PSAPS that will be funded by the La Salle County JETSB Intergovernmental Agreement are: (1) the La Salle County Sheriff’s PSAP, which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the Ottawa Central Dispatch PSAP, which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the Peru PSAP (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”).

B. Membership; Authority and Duties. The total number of members on the La Salle County JETSB shall match the total number of participating members that are parties to the La Salle County JETSB Intergovernmental Agreement, as amended to add new members. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory “public member.” The members of the La Salle County JETSB shall be comprised of one (1) representative from each of the participating members of the La Salle County JETSB Intergovernmental Agreement, as designated in writing by the mayor or presiding administrative officer of each participating member. The statutory “public member” will be one of the designated representatives of one of the participating members of the La Salle County JETSB Intergovernmental Agreement or appointed pursuant to the terms of the Agreement. The authority and duties of the La Salle County JETSB shall be governed by the terms of the La Salle County JETSB Intergovernmental
Agreement and the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.

- -2: DISSOLUTION OF LOCAL EMERGENCY TELEPHONE SYSTEM BOARD; RE-INSTATEMENT:

A. Dissolution of Local Emergency Telephone System Board (ETSB). Pursuant to Ordinance No. 6145 (adopted April 18 2016), the City's ETSB was dissolved effective upon the date of the regulatory approval of creation of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police. The City's ETSB was initially established by the adoption of Ordinance No. 2711 on January 2, 1989.

B. Re-instatement of Local ETSB. In the event the City withdraws from participation in the La Salle County JETSB Intergovernmental Agreement, to the extent permitted by applicable laws and regulations, the City will either take the necessary corporate actions to re-instate its local ETSB or join another Joint Emergency Telephone System Board (JETSB).

- -3: USE OF ETSB FUNDS; SURCHARGE FUNDS:

A. Use of ETSB Funds. Under the La Salle County JETSB Intergovernmental Agreement, the City, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the City owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the City's PSAP.

B. Surcharge Funds. Upon dissolution of the City's ETSB and subject to the terms of the La Salle County JETSB Intergovernmental Agreement and the City's continued participation in the La Salle County JETSB, all monies received or collected by the City that are intended to be used for ETSB purposes or La Salle County JETSB purposes from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the La Salle County JETSB for deposit and expenditure by the La Salle County JETSB in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement, the Emergency Telephone System Act (50 ILCS 750/1 et seq.) and any other applicable laws.
C. **Surcharge Rate.** The City is authorized to receive surcharge funds pursuant to Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) at rates and in amounts established by and regulated by these applicable State laws. Under Ordinance No. 2670 (adopted July 18, 1988), the City proposed the enactment of a 9-1-1 surcharge rate of Sixty-Five Cents ($0.65), which was later approved a majority of voters at a referendum conducted on November 8, 1988 (“Established 9-1-1 Surcharge Rate”). The City is authorized to continue to receive surcharge funds at the Established Surcharge Rate or any other rate established by and regulated by applicable State laws. The dissolution of the City’s local ETSB shall have no impact on the City’s authority and right to continue to receive its allocation of surcharge funds under these applicable State laws in accordance with the terms of the La Salle County JETSB Intergovernmental Agreement.”

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

A. Adoption by each of the initial Participating Members of an ordinance approving the La Salle County JETSB Intergovernmental Agreement.

B. Adoption by the other initial Participating Members of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.

C. Regulatory approval of the La Salle County JETSB by the State 9-1-1 Administrator, or his/her designee.

**SECTION 4:** To the extent necessary, all tables of contents, indexes, headings, and internal references or cross-references to sections contained in the Peru City Code, as amended, shall be amended by the City’s codifier so as to be consistent with the amendments set forth in this Ordinance.

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

**SECTION 6:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

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

**SECTION 8:** The Corporate Authorities of the City of Peru, La Salle County, Illinois authorize and direct the Mayor and City Clerk, or their designees, to execute and submit to all
required governmental oversight and regulatory agencies, including but not limited to the Illinois Department of State Police, a certified copy of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the applicable laws and regulations to dissolve the Peru ETSB. In addition, the City Clerk shall transmit certified copies of this Ordinance to each of the other Participating Members of the La Salle County JETSB within ten (10) calendar days of approval of this Ordinance.

ADOPTED this 18 day of April, 2016, pursuant to a roll call vote as follows:

AYES: Aldermen Potthoff, Ferrari, Waldorf, Lukosus, Radtke, Mueller Sapienza and Payton

NAYS:__________________________________________________________

ABSTAIN:_______________________________________________________

ABSENT:________________________________________________________

APPROVED this 18 day of April, 2016, by the Mayor of the City of Peru, and attested by the City Clerk, on the same day.

ATTEST:

[Signature]
Name:__________________________
City Clerk

This Ordinance was published by me in pamphlet form on the 18th day of April, 2016.

[Signature]
City Clerk
STATE OF ILLINOIS  

COUNTY OF LA SALLE  

CLERK’S CERTIFICATE

I, David R. Bartley, City Clerk of the City of Peru, in the County of La Salle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 6146

AN ORDINANCE AMENDING TITLE __ (BOARDS AND COMMISSIONS), CHAPTER ___ (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE PERU CITY CODE TO DISSOLVE THE PERU EMERGENCY TELEPHONE SYSTEM BOARD IN ORDER TO PARTICIPATE ON THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD

(City of Peru, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of Peru at an open City Council Meeting on the 18th day of April ________, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of Peru on the 18th day of April ________, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of Peru was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Peru, and that the result of said vote was as follows, to-wit:

AYES: Aldermen Potthoff, Ferrari, Waldorf, Lukosus, Radtke, Mueller Sapienza and Payton

NAYS:

ABSTAIN:

ABSENT:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Peru this 18th day of April ____________, 2016.

City Clerk
ORDINANCE NO. 6145

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS

(Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa, City of Peru
and County of La Salle, Illinois on behalf of the
La Salle County Emergency Telephone System Board)

(City of Peru, La Salle County, Illinois)

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

WHEREAS, the corporate authorities of City of La Salle (“La Salle”), the City of Marseilles (“Marseilles”), the City of Mendota (“Mendota”), the City of Oglesby (“Oglesby”), the City of Ottawa (“Ottawa”), the City of Peru (“Peru”), and the County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board (“La Salle County ETSB”) (collectively referred to as the “Participating Members”) have each agreed to adopt ordinances that approve an intergovernmental agreement to provide for the establishment of an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as “La Salle County JETSB”). The intergovernmental agreement is entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)” (“IGA”). A copy of the IGA is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the purpose of the La Salle County JETSB is to oversee the consolidation of six (6) existing public safety answering points into three (3) public safety answering points, to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in the IGA to assist in funding the operations of the three (3) public safety answering points and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB; and
WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under the IGA are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the “Peru PSAP” (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is currently owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and in order to participate in the La Salle County JETSB under the IGA, the Participating Members have agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSBs will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”); and

WHEREAS, with the approval of Ordinance No. 5146 An Ordinance Amending Chapter 38- Emergency Services, Article II.- Emergency Telephone Systems, Division 2.-Board Of The Peru City Code To Dissolve The Peru Emergency Telephone System Board In Order To Participate On The La Salle County Joint Emergency Telephone System Board (City Of Peru, La Salle County, Illinois), the corporate authorities of Peru have provided for the dissolution of its local ETSB; and

WHEREAS, even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. The La Salle County JETSB will not govern or direct the operations or employ the personnel of the PSAPS. The IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory. Each PSAP owner shall be solely responsible to fully fund the
operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities; and

WHEREAS, the corporate authorities of each of the Participating Members are required to vote in favor of the attached IGA by approving an Ordinance that contains the same findings and authorizing content and is in substantially the same format as this Ordinance; and

WHEREAS, the corporate authorities of the City of Peru, La Salle County, Illinois find that it is in its best interests to authorize the approval and execution of the IGA in order to participate on the La Salle County JETSB. The authority to enter into the IGA to create and operate the La Salle County JETSB and to assist in funding the operation, maintenance and staffing of the PSAPs is set forth in Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)).

BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF PERU, LA SALLE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The corporate authorities of the City of Peru, La Salle County, Illinois approve and authorize the execution of the attached intergovernmental agreement entitled “Intergovernmental Agreement Establishing The La Salle County Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Access Points (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)” (“IGA”). A copy of the IGA is attached to and made part of this Ordinance as Exhibit “A”. In addition, the corporate authorities authorize and direct the Mayor and City Clerk, or their designees, to execute and submit signed originals of the signature page of the IGA for the City of Peru, certified copies of this Ordinance and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. Further, the corporate authorities authorize and direct the City staff to take all actions as are necessary to comply with all of the applicable obligations under the IGA. The City Clerk shall transmit a copy of the IGA with signed signature pages in regard to the City of Peru and certified copies of this Ordinance to each of the other Participating Members of the La Salle County JETSB within ten (10) calendar days of approval of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.
ADOPTED this 18 day of April, 2016, pursuant to a roll call vote as follows:

AYES: Aldermen Potthoff, Ferrari, Waldorf, Lukosus, Radtke, Mueller, Sapienza and Payton

NAYS: 

ABSTAIN: 

ABSENT: 

APPROVED this 18 day of April 2016, by the Mayor of the City of Peru, and attested by the City Clerk, on the same day.

[Signature]
Name: Mayor

ATTEST: 

[Signature]
Name: City Clerk

This Ordinance was published by me in pamphlet form on the 18th day of April, 2016.

[Signature]
City Clerk
EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ACCESS POINTS

(Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa, City of Peru
and County of La Salle, Illinois on behalf of the
La Salle County Emergency Telephone System Board)

(attached)
STATE OF ILLINOIS      )
) SS
COUNTY OF LA SALLE    )

CLERK'S CERTIFICATE

I, David R. Bartley, City Clerk of the City of Peru, in the County of La Salle and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, and is entitled:

ORDINANCE NO. 6145

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS (Participating Members: City of La Salle, City of Marseilles, City of Mendota, City of Oglesby, City of Ottawa, City of Peru and County of La Salle, Illinois on behalf of the La Salle County Emergency Telephone System Board)

(City of Peru, La Salle County, Illinois)

which Ordinance was passed by the Corporate Authorities of the City of Peru at an open City Council Meeting on the 18th day of April, 2016, at which meeting a quorum was present, and approved by the Mayor of the City of Peru on the 18th day of April, 2016.

I further certify that the vote on the question of Corporate Authorities of the City of Peru was taken by Ayes and Nays and recorded in the minutes of the Corporate Authorities of the City of Peru, and that the result of said vote was as follows, to-wit:

AYES: Aldermen Potthoof, Ferrari, Waldorf, Lukosus, Radtke, Mueller, Sapienza and Payton

NAYS:

ABSTAIN:

ABSENT:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Peru, this 18th day of April, 2016.

City Clerk
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE LA SALLE COUNTY JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS
( Participating Members: City of La Salle, City of Marseilles,
City of Mendota, City of Oglesby, City of Ottawa,
City of Peru and County of La Salle, Illinois on behalf of
the La Salle County Emergency Telephone System Board)

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement" or "IGA") is entered into on
the Effective Date hereinafter set forth, by the City of La Salle ("La Salle"), the City of Marseilles
("Marseilles"), the City of Mendota ("Mendota"), the City of Oglesby ("Oglesby"), the City of Ottawa
("Ottawa"), the City of Peru ("Peru"), and the County of La Salle, Illinois on behalf of the La Salle
County Emergency Telephone System Board ("La Salle County ETSB"), (collectively referred to as the
"Participating Members" or "Initial Participating Members"), to provide for the establishment of an
intergovernmental cooperative venture known as the "La Salle County Joint Emergency Telephone
System Board" (also referred to as "La Salle County JETSB").

RECITALS

WHEREAS, the authority to enter into this IGA is set forth in Article VII, Section 10 of the 1970
Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et
seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the "Act"), the Wireless Emergency
Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1
et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State
Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of
the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(1)) (collectively referred to as the
"Intergovernmental and 911-JETSB Statutes"). Specifically, Section 15.4 of the Act (50 ILCS 750/15.4),
as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that
impose a surcharge pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) to establish by
intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that
the local emergency telephone system boards are terminated by ordinances that rescind their
establishment, authority and operational functions; and

WHEREAS, the purpose of the La Salle County JETSB is to oversee the consolidation of six (6)
existing public safety answering points into three (3) public safety answering points, to administer the
receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as
otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three
(3) public safety answering points and the La Salle County JETSB, and to provide general coordination of
the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1
communication services within the service territories of the Participating Members of the La Salle County
JETSB; and

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

WHEREAS, the three (3) public safety answering points that will be receiving funds from the La Salle County JETSB under this IGA are: (1) the “La Salle County Sheriff’s PSAP,” which is owned, staffed and operated by the La Salle County Sheriff’s Department and is located at 707 East Etna Road, Ottawa, Illinois; (2) the “Ottawa Central Dispatch PSAP,” which is owned, staffed and operated by the City of Ottawa and is located at 301 West Lafayette Street, Ottawa, Illinois; and (3) the “Peru PSAP” (whose operations will be transferred to the Illinois Valley Regional Dispatch upon the formation), which is owned, staffed and operated by the City of Peru and is located at 1503 Fourth Street, Peru, Illinois (collectively referred to as the “PSAPS”); and

WHEREAS, the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist with the funding of the delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services (collectively referred to as “surcharges” or “surcharge funds”), including the funding of operations regarding ETSBS and JETSB and consolidations of ETSBS into JETSB; and

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

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

ARTICLE I
LA SALLE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD ESTABLISHED

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

1.1. Creation. The Participating Members establish an intergovernmental cooperative venture known as the “La Salle County Joint Emergency Telephone System Board” (also referred to as “La Salle County JETSB” or “Board”). The principal office address for the La Salle County JETSB shall be: La Salle County Governmental Complex, 707 Etna Road, Ottawa, Illinois. The La Salle County JETSB shall hold its meetings at the La Salle County Governmental Complex, or such other location(s) within the service territories of the PSAPS as determined by the Board in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) (“OMA”).

1.2. Purpose. The purpose of the La Salle County JETSB is to oversee the consolidation of six (6) public safety answering points (identified below) into the three (3) PSAPS (identified below), to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in this IGA to assist in funding the operations, maintenance and staffing of the three (3) PSAPS and the La Salle County JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the La Salle County JETSB.
1.3. **Termination of Local ETSBS.** In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the La Salle County JETSB under this IGA, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBS, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining surcharge funds and any other revenues budgeted for ETSB purposes (collectively “ETSB funds”) to pay for budgeted items or obligations that exist in its Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets or may contribute its ETSB funds to the La Salle County JETSB and receive a credit equal to the amount of its contributed ETSB funds towards any financial obligations that the Participating Member owes in regard to membership in the La Salle County JETSB, with the balance of the ETSB funds being paid by the La Salle County JETSB to the Participating Member’s respective PSAP; and (2) the termination of the local ETSB will be effective only upon the creation of the La Salle County JETSB and the regulatory approval of the La Salle County JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”).

1.4. **Funding.** Even though the La Salle County JETSB will receive and allocate ETSB funds to the PSAPS, the La Salle County JETSB will not fully fund the operations, maintenance and staffing of each of the PSAPS, and will not obtain an ownership interest in: (a) the real property or personal property associated with any of the PSAPS, (b) any personal property (e.g., equipment, fixtures or technology) currently owned by or acquired by any of the PSAPS, and (c) any improvements to the existing or any new facilities of the PSAPS. Each PSAP owner shall be solely responsible to fully fund the operations, maintenance and staffing of its PSAP, as the ETSB funds received from the La Salle County JETSB will not be adequate to provide a full level of funding for such activities.

1.5. **No Operation of PSAPS.** The La Salle County JETSB will not govern or direct the operations, maintenance or staffing of the personnel of the PSAPS. This IGA does not establish a centralized, combined emergency dispatch and communication system, as the PSAPS will each remain independently owned, staffed and operated, and each PSAP owner will be solely responsible for delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services to those Participating Members within its respective service territory.

1.6. **Legal Status.** La Salle County JETSB shall be considered a “public safety agency,” as defined at Section 2.02 of the Act (50 ILCS 750/2.02), and an appointed membership board under the County of La Salle, Illinois.

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

1.8. **Effective Date.**

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

**Annual Budget means:** The Budget adopted annually that provides for the annual administrative operations, maintenance and capital needs of the La Salle County JETSB and may include a capital budget and an operating budget.

**Capital Costs means:** Those costs related to purchasing or acquiring personal property, equipment or other tangible items for use in the operations of the La Salle County JETSB.

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

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

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

**Grant Funds means:** The funds that are awarded by any private or public entity to or for the benefit of the La Salle County JETSB, any Participating Member or any PSAP that is covered by this Agreement. The La Salle County JETSB, any Participating Member or any PSAP may apply for any grant funds in furtherance of the objectives of this Agreement. "Unspecified grant funds" are those funds awarded to the La Salle County JETSB for use by the La Salle County JETSB, in its discretion, including distribution to one or more Participating Members or to one or more of the PSAPS (as defined below) covered by this Agreement. "Specified grant funds" are funds that are awarded to or for the benefit of the La Salle County JETSB or a specific Participating Member or a specific PSAP.

**Local ETSB Reserves means:** The monies held by each Participating Member’s local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

**Participation Fee (or Participation Fees) means:** The annual (or periodic) fees payable by each Participating Member as a condition of membership in the La Salle County JETSB that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment of the La Salle County JETSB, and a portion of the annual, ongoing Operating Costs and Capital Costs of the La Salle County JETSB that each new member is obligated to contribute towards its continued membership in the La Salle County JETSB.
Participating Member (or Participating Members) means: Any unit of local government or intergovernmental cooperative established by intergovernmental agreement or under State law that agrees to participate in the La Salle County JETSB by approving this Agreement, as amended, and has been accepted and authorized to participate in the La Salle County JETSB in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Member, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

Operating Costs means: Any costs incurred by the La Salle County JETSB related to the administrative operations of the La Salle County JETSB, including wages, employment benefits, insurance, outside vendors and utilities.

Start-Up Budget means: A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative operations of the La Salle County JETSB during its first fiscal year.

Recapture Fee means: The fee, determined by the La Salle County JETSB, in its sole discretion, based on information provided by its Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB’S auditor, that shall be paid by any withdrawing or terminated Participating Member to reimburse the other Participating Members for all incurred but unpaid or to be incurred obligations relating to the annual administrative operations, maintenance and capital needs of the La Salle County JETSB, including any incurred but unpaid or to be incurred operating costs, and unamortized Capital Costs incurred or paid for by the La Salle County JETSB. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Members who are obligated to pay part of the existing, on-going financial obligations of the La Salle County JETSB during their time with the La Salle County JETSB, who have received certain services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of the La Salle County JETSB, and then, upon withdrawal from or dissolution of the La Salle County JETSB or termination of this Agreement, those Participating Members retain the value of such improvements.

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

Wireless Service Emergency Fund means: The separate interest-bearing bank account(s) that the La Salle County JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended.
ARTICLE II
LA SALLE COUNTY JETSB

2.0. Composition.

The total number of members on the La Salle County JETSB shall match the total number of Participating Members that are a party to this IGA, as amended to add new Participating Members, subject to one Participating Member's representative serving as the required statutory "public member" or the appointment of the statutory "public member" from the public at-large as an extra voting member of the Board in order to maintain an odd-number of members for voting purposes. The initial membership on the La Salle County JETSB shall total seven (7) members, including the statutory "public member." The representative from each of the Participating Members of the La Salle County JETSB Intergovernmental Agreement shall be designated in writing by the mayor or presiding administrative officer of each Participating Member. The representatives who serve on the Board should be comprised of a mix of administrative and fire department and police department personnel of the Participating Members, except that the public member may be, but does not have to be, an official or employee of any Participating Member. The representatives, other than the public member, shall not have a defined term length, but may be replaced by the corporate authorities of the respective Participating Member in accordance with applicable State law (See, 50 ILCS 750/15.4). Each Participating Member (through its mayor or presiding administrative officer) shall also designate one (1) set of alternate representatives to serve in the absence of the primary representative. The designated representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above.

Public Member. If there is an odd number of Participating Members, then the statutory "public member" will be one of the designated representatives of one of the Participating Members of this IGA. If there is an even number of Participating Members, then an extra voting member selected from the public at-large shall be added as a member of the Board in order to maintain an odd-number of members for voting purposes. The public member shall meet the eligibility criteria of Section 15.4 of the Act (50 ILCS 750/15.4) (as of the Effective Date of this IGA: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the La Salle County JETSB). The public member: (a) shall be appointed by the Board for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an official or an employee of any of the Participating Members.

2.1. Chair, Vice-Chair and Secretary.

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

Rotation of Chair Appointments. The Board shall appoint one of its members to serve as the Chair on a rotating, annual basis, based on the descending alphabetical order of the names of the Participating
Members (e.g., La Salle, Marseilles, Mendota, Oglesby, Ottawa, Peru and the County of La Salle). However, the Chair for the first fiscal year shall be filled by the representative of the County of La Salle. If another Participating Member joins the La Salle County JETSB, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Member shall not be eligible to serve as Chair until each of the preceding Participating Members on the alphabetical list of Participating Members has served as Chair at least one time. When the representative of the last Participating Member on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Member at the top of the list.

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

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

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

B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law; and

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

D. Serve as one of the designated Freedom of Information Officers for the La Salle County JETSB; and

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

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

2.2. Meetings of the Board.

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

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. Special meetings of the Board may be called by the Chair or two-thirds (2/3rds) of the total number of Board members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as
practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

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

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

2.3. Quorum.

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

2.4. Voting Requirements.

Except for an amendment to this Agreement as provided for under Section 13.2 (Amendment) below, a two-thirds (2/3rds) vote of the total number of Board members (e.g., a minimum affirmative vote of five (5) of seven (7) Board members) shall be necessary for the Board to act. The phrase "total number of Board members" means the total number of representative positions on the Board as determined by the total number of Participating Members. The minimum affirmative vote needed for the Board to act must be met in each voting instance and shall not be reduced by absentee Board members. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible Board member may vote on matters while in compliance with the Electronic Participation Rules below.

2.5. Electronic Participation in Meetings.

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

2.5.1. Rules and Procedures.

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

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

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

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

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

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

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

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

2.6. **By-laws.**

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

**ARTICLE III**

**POWERS AND DUTIES OF THE LA SALLE COUNTY JETSB**

3.0. **Powers.**

A. The statutory powers and duties of the La Salle County JETSB are set forth in the Intergovernmental and 911-JETSB Statutes and this IGA. The La Salle County JETSB shall comply with all applicable laws and any adopted procurement policy in regard to its expenditures of the surcharge funds and any other funds that are within its statutory jurisdiction. Specifically, the Board shall have all powers that are necessary or incidental to the establishment and operation of the La Salle County JETSB and to fulfill its duties under this IGA, including, but not limited to:
Exercise of all powers conferred upon Emergency Telephone System Boards under the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations.

Determine and approve the general policies for the La Salle County JETSB and may adopt a set of By-laws.

Approval of new members to the La Salle County JETSB and any new membership-related addenda to this IGA by a two-thirds (2/3rds) vote of the total number of Board members.

Receive and authorize the use, expenditure and allocation of all surcharge funds and other monies from any revenue source relating to the La Salle County JETSB, as allowed by any federal or State law, Intergovernmental and 911-JETSB Statutes, including any future amendments to said laws and statutes.

Determine and approve all allocations of surcharge funds and contributions due from all the Participating Members relative to the annual operations and short-term and long-term operational planning needs of the La Salle County JETSB, and determine and approve any payments owed to any Participating Member (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Treasurer, any La Salle County JETSB-retained consultant or the La Salle County JETSB'S auditor.

Determine and approve any revisions in the formula or data used for calculating each Participating Member’s share of the surcharge funds and other monies from any revenue source authorized by any federal or State law or any surcharge imposed collected by or received on behalf of the La Salle County JETSB and the Participation Fee by a two-thirds (2/3rds) vote of the total number of Board members.

Approval of the Start-Up Budget, the Annual Budget and the Reserve Fund for the establishment and ongoing operations of the La Salle County JETSB, by a two-thirds (2/3rds) vote of the total number of Board members.

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

Approve budget increases or adjustments, by a two-thirds (2/3rds) vote of the total number of Board members.

Purchase of equipment, supplies, software, hardware and other business-related technology relating to the operational needs of the La Salle County JETSB in accordance with the Annual Budget.
(11) Enter into agreements, contracts, leases, license and other arrangements with other persons, entities, organizations or units of government that are consistent with the purposes of the La Salle County JETSB as set forth in this IGA.

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

(13) Purchase or lease or use of facilities consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

(14) Hiring, directing, compensating, disciplining and terminating of individuals to perform tasks and activities that are consistent with the operational purposes of the La Salle County JETSB, as set forth in this Agreement, or an amended version of the Agreement.

(15) The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/0.01 et seg.), including any future amendments to said statute, relative to matters contained in the Annual Budget.

(16) Contract with consultants, auditors and attorneys relative to La Salle County JETSB matters as provided for in the Annual Budget.

(17) Apply for and spend any grants, loans or other financing that is available under the Intergovernmental and 911-JETSB Statutes, or other applicable laws, which is related to the operations of the La Salle County JETSB and/or is necessary or incidental to the purposes of this Agreement.

(18) Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement.

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

3.1. Prohibited Actions.

The La Salle County JETSB shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV
PUBLIC SAFETY ANSWERING POINTS

4.0. Consolidation of PSAPS.
Upon approval of this IGA, and the certification and approval by the State 9-1-1 Administrator, of the La Salle County JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPS shall be terminated under the terms of the consolidation plan:

1. La Salle PSAP
2. Mendota PSAP
3. Oglesby PSAP

The following three (3) PSAPS will continue to be operated, maintained and staffed by their respective PSAP owners and will receive certain allocations of surcharge funds in accordance with this IGA:

1. La Salle County Sheriff’s PSAP
2. Ottawa Central Dispatch PSAP
3. Peru PSAP (operations to be transferred to the Illinois Valley Regional Dispatch)

The service territories of the PSAPS shall be the areas currently served by the each respective PSAP as of the Effective Date of this Agreement.

4.1. The PSAPS shall not expand their 9-1-1 dispatch service territories without first providing written notice of an intent to expand their 9-1-1 dispatch service territories and obtaining the approval of the La Salle County JETSB by a two-thirds (2/3rds) vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional unit of local government to the Board will require, at a minimum: (a) new member approval by the La Salle County JETSB, as required by this IGA, and approval of an addendum to this IGA, (b) re-allocation and re-calculation of the “per capita” formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

4.2. The PSAPS may expand their non-9-1-1 dispatch service territories without notice to or obtaining the approval of the La Salle County JETSB.

ARTICLE V
FINANCES

5.0. Fiscal Year.

The La Salle County JETSB’s fiscal year shall be from December 1st to November 30th of the next year.

5.1. Budget and Operating Funds.

5.1.1. The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the La Salle County JETSB:

A. Start-Up Operating Budget (one-time preparation).
B. Annual Budget (includes the Operating Budget and the Capital Budget).
C. Emergency Telephone System Fund.
D. Wireless Service Emergency Fund.
E. Any other fund deemed necessary for operation purposes or required by applicable law.
5.1.2. The amounts due pursuant to this Section from each Participating Member shall be payable to the La Salle County JETSB on a date determined by the Board.

5.2. Allocation of Surcharge Funds and Other Related Revenues.

The La Salle County JETSB shall provide for the collection of all ETSB surcharge funds and any other monies received from the State of Illinois or other lawful sources on behalf of the La Salle County JETSB and its Participating Members, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State Law, and allocate those funds and monies to the three (3) PSAPS to assist with their continued operations, maintenance and staffing needs, subject to a portion of those funds and monies being used to pay for the administrative costs, maintenance and capital needs of the La Salle County JETSB in accordance with its Annual Budget and applicable federal or State law, as amended. The allocation formula shall be as follows:

Surcharge funds and other revenues received by the La Salle County JETSB shall be allocated on a “per capita” basis to each of the PSAPS on a periodic basis (e.g., monthly, quarterly), as determined by the Board. The “per capita” population figures shall be calculated using the most recent data available from the United States Census Bureau. Any supplemental census data shall be considered by the Board as part of a written request by a PSAP or a Participating Member(s) for a re-calculation of the “per capita” population figures.

5.2.1. Reimbursement for Eligible ETSB Expenses: Certification of Use of Funds. In order to receive its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the designated Participating Member on behalf of a PSAP or the PSAP or the La Salle County JETSB shall submit itemized reimbursement requests to the La Salle County JETSB and the Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSB. Each reimbursement request shall contain a signed certification by the chief operating officer or official, or his / her designee, of the Participating Member or the PSAP or the La Salle County JETSB that states: “On behalf of the below listed Participating Member or PSAP or the La Salle County JETSB, I certify that requests the below requested dollar amount of its allocated share of ETSB surcharge funds, grant funds and other allocated revenues and that such funds shall be spent on eligible expenses to assist with the continued operations, maintenance and staffing needs of the PSAP, the Participating Member or the La Salle County JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) or any other applicable federal or State law.”

5.2.2. The La Salle County JETSB shall approve the payment of any allocation of ETSB surcharge funds, grant funds and other allocated revenues as requested by the designated Participating Member on behalf of a Participating Member or PSAP by resolution
adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.

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

5.2.4. The La Salle County JETSB shall maintain at least the following three (3) accounts per PSAP and for itself or as otherwise directed by applicable federal or State law: (1) Emergency Telephone System Fund; (2) Wireless Service Emergency Fund; and (3) ETSB / Other Source Grant Fund.

5.2.5. If a new member joins the La Salle County JETSB, a re-calculation of the “per capita” population figures shall be performed to adjust the allocations to account for adding the new member to one of the PSAPS. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the La Salle County JETSB.

5.2.6. Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Member will be paid to the La Salle County JETSB and then forwarded to the PSAP that serves the Participating Member based on the passage of one or more resolutions by the La Salle County JETSB authorizing the release of funds. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided by this Agreement.

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

5.3. Allocation of Annual Operating Costs.

A. Annual Operating Costs Allocation Formula. For the period from the Effective Date of this Agreement to the termination of this Agreement, the allocation for the La Salle County JETSB’s “Initial Annual Operating Costs” in its first fiscal year and the allocation for the “Annual Operating Costs” for each subsequent fiscal year shall be determined on a “per capita” basis, per Subsection 5.2 above, and shall be chargeable to each Participating Member.

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

5.4. Annual Budget.

The Board shall adopt an Annual Budget for the upcoming fiscal year at its November meeting each year. The Treasurer shall prepare a proposed Annual Budget for the Board to review and discuss at the Board’s September and October meetings each year. The Board shall review the proposed Annual Budget and direct the Treasurer to make such modifications as the Board deems proper and advisable.

5.5. Establishment of Participation Fees and Cost-Sharing.

It is expected that the Participation Fee of each Participating Member will be satisfied by the surcharge funds received on its behalf from the State of Illinois or from ETSB funds or other funds contributed to the La Salle County JETSB by the Participating Member. The La Salle County JETSB may deduct the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Members of their respective Participation Fees and approval of an authorization resolution by the Board as required by Section 35 of the Act (50 ILCS 750/35). If there are not adequate funds to deduct and pay the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Members agree to contribute additional funds to satisfy their Participation Fee. The initial Participation Fee shall be based on the Start-Up Budget as determined by the La Salle County JETSB, in its sole discretion, based on information provided by the Treasurer or any La Salle County JETSB-retained consultant or the La Salle County JETSB’s auditor. Thereafter, on an annual basis, the La Salle County JETSB, in its sole discretion, may establish one level of Participation Fees and additional other fees charged to the Initial Participating Members and one or more other levels of Participation Fees and additional other charges payable by members that join the La Salle County JETSB after its formation. The Participation Fees for the Initial Participating Members for the first full fiscal year of operation shall be based on the “per capita” formula(s) set forth in Subsection 5.2 above or as otherwise established by the Board, in its sole discretion, and from time to time may be amended. The Participation Fees will be paid annually to the La Salle County JETSB in four (4) equal quarterly installments, by the tenth (10th) calendar day of the month based on an invoice from the La Salle County JETSB. The Annual Surcharge Fund Allocation Formula of Section 5.2, above is based on a formula that is established by the Board of Directors, in its sole discretion, and from time to time may be amended in accordance with this Agreement.

A. Cost-Sharing. The Board, in its discretion, shall have the authority to fix cost-sharing charges for all Participating Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term Capital Costs and long-term Operating Costs and any other activities of the La Salle County JETSB will be cost-shared by the Participating Members, based on the “per capita” formula set forth in Subsection 5.2 above or as otherwise determined by the Board, with input from the Treasurer, any La Salle County
JETSB-retained consultant and/or La Salle County JETSB’S auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.

B. **Supplemental Fees.** If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the La Salle County JETSB’S matching portion of a grant) of the La Salle County JETSB, all Participating Members shall be obligated to timely pay any supplemental fees assessed by the La Salle County JETSB, as determined by the Board.

C. **Payment Due Date; Billing.** The payment of any Participation Fees shall be paid to the La Salle County JETSB annually in four (4) equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the La Salle County JETSB as a deduction from surcharge funds currently available in the Emergency Telephone System Fund or the Wireless Service Emergency Funds or other lawfully established bank account(s) or from the Participating Members. The Treasurer, or his/her designee, will be responsible for issuing billing statements to all Participating Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Treasurer.

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

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

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

5.6. **Treasurer.**

A. The Treasurer of the County of La Salle, Illinois shall serve as the initial treasurer of the La Salle County JETSB for a one (1) year term ("Treasurer") that is renewable by a two-thirds (2/3rds) vote of the total number of Board members. In the event the La Salle County Treasurer declines to serve as Treasurer, then, upon approval by the Board, the treasurer, the chief financial officer, the finance director or any of the functional equivalents of a Participating Member or a person from an auditing firm may be appointed to serve as the Treasurer of the La Salle County JETSB for a one (1) year term that is renewable by a two-thirds (2/3rds) vote of the total number of Board members.
The Treasurer shall have no voting authority on matters regarding the La Salle County JETSB and shall receive no additional salary or compensation for services provided to the La Salle County JETSB, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Member that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.

B. Duties. The Treasurer shall:

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

C. Financial Reports and Warrant List. The Treasurer shall provide to the Board a written financial report of current and projected revenues and expenses for the current fiscal year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.

D. Financial Operations. All other necessary financial operations, including but not limited to accounting, accounts payable and payroll, shall be either outsourced to a third party contractor or handled by the Treasurer.

E. Funds on Deposit. All monies received by the La Salle County JETSB shall be deposited into one or more bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate budget amendment, and shall be authorized by the Board. All monies received by the La Salle County JETSB pursuant to a surcharge imposed by the Participating Members under any federal or State law shall be deposited and expended in
accordance with applicable federal or State law. All monies received by the La Salle County JETSB pursuant to a surcharge imposed under Section 15.2 of the Act (50 ILCS 750/15.2) shall be deposited into separate interest-bearing Emergency Telephone System Fund accounts at a bank designated by the Board as maintained for itself and for each respective PSAP. All monies received by the La Salle County JETSB pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) shall be deposited into separate interest-bearing Wireless Service Emergency Fund accounts at a bank designated by the Board as maintained for itself and for each respective PSAP. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from one of the Emergency Telephone System Fund accounts or the Wireless Service Emergency Fund accounts, except upon direction of the Board. All expenditures from each of the Emergency Telephone System Fund accounts shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 745/15.4). All expenditures from the Wireless Service Emergency Fund accounts shall only be made to pay for the costs permitted by the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.). All monies received by the La Salle County JETSB pursuant to any surcharge (or similar revenue stream authorized by law) collected by the La Salle County JETSB under applicable federal or State law shall be retained and spent in accordance with applicable federal or State law, as amended. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

5.7. Donated Personal Property and Services.

If any Participating Member makes a donation of personal property or services to the La Salle County JETSB and the Board of the La Salle County JETSB, in its sole discretion, accepts said donation, then the donating Participating Member may receive a credit against any amounts it owes under this Agreement. The amount of the credit shall be determined by the Board. The amount of any credit granted under this Section by the Board shall only be effective after: (a) the donated personal property is successfully installed or received and determined to be operational; or (b) the donated services are performed. This Section does not apply to the donation of initial start-up personal property and services by the Initial Participating Members.

5.8. Credit for Surcharge Payments.

A. Emergency Telephone System Fund. Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETFS budgets, each Participating Member shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/1 et seq. ("surcharge funds") to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its surcharge funds into the La Salle County JETSB'S Emergency Telephone System Fund accounts maintained for each respective PSAP and for itself and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of surcharge funds deposited into the La Salle County JETSB'S interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or other applicable laws. Surcharge funds retained
by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Act and the Participating Member’s ordinances. The term "surcharge funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Act.

B. **Wireless Service Emergency Fund.** Subject to each Participating Member using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets, each Participating Member shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) (collectively “Wireless Surcharge Funds”), to the La Salle County JETSB for use by the La Salle County JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its Wireless Surcharge Funds into the La Salle County JETSB’s interest-bearing Wireless Emergency Telephone System Fund accounts or its Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself, and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of Wireless Surcharge Funds deposited into the La Salle County JETSB’s Wireless Emergency Telephone System Fund accounts and the Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Member’s ordinances. The term “Wireless Surcharge Funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

C. **Authorization to Spend Surcharge Funds and Wireless Surcharge Funds.** Until the La Salle County JETSB is formally certified by the Illinois Department of State Police, each Participating Member’s local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the La Salle County JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Members, as required by the Act. Once certified, the La Salle County JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Member in accordance with the applicable laws, but may expend a Participating Member’s local ETSB funds on behalf of the Participating Member by resolution consistent with the budgeted items or obligations that exist in its respective Fiscal Year 2016 and Fiscal Year 2017 ETSB budgets. The balance of such ETSB funds shall be paid to the La Salle County JETSB’s Emergency Telephone System Fund and the La Salle County JETSB’s Wireless Emergency Telephone System Fund for use by the La Salle County JETSB for allowable purposes under applicable laws.

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

5.10. Fiscal Policies.

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

5.11. Procurement Policy.

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


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


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


No loans shall be procured on behalf of the La Salle County JETSB and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

ARTICLE VI
PERSONNEL MATTERS
6.0. **La Salle County JETSB Personnel.**

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

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

A. **Attendance.** Any member of the Board or any subcommittee (as established by the Board) who is absent from the regular meetings of such Board or subcommittee for three (3) consecutive regular meetings of such Board or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to two-thirds (2/3rds) of the total number of Board members or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board. In addition, any member of the Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds (2/3rds) vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

B. **Non-Performance or Non-Cooperation.** Any member of the Board or any subcommittee (as established by the Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to two-thirds (2/3rds) vote of the total number of Board members or subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) days written notice of the date, time and location of the hearing before the Board shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a two-thirds (2/3rds) vote of the total number of Board members, to classify a member as resigned, that member shall be
removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) to serve in that position.

ARTICLE VII
INSURANCE

7.0. Required Insurance Coverage.

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

7.1. Scope of Coverage.

A. Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, including ISO Additional Insured Endorsement CG 2010 and CG 2026 or their equivalent forms.

B. Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

C. Directors and Officers Liability Insurance.

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

7.2. Minimum Limits of Coverage.

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

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

C. Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of $500,000 per accident.
D. Directors and Officers Liability Insurance. $1,000,000 each covered claim.

E. Excess / Umbrella Policy. $2,000,000 each covered claim.

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

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

A. Commercial General Liability and Automobile Liability Coverage. The La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives must be covered as additional insureds in all respects with no special limitations on the scope of protection afforded to the La Salle County JETSB or its appointed officials, employees, volunteers, agents and representatives.

B. Primary Coverage. For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Members shall be secondary to the insurance coverages maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives. Any insurance or self-insurance maintained by the La Salle County JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives, shall be the first level of insurance coverage and the Participating Members’ insurance coverages shall be in excess of the La Salle County JETSB’S insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the La Salle County JETSB is exhausted, each of the Participating Members’ insurance coverages will take effect on an equal-share prorated basis (e.g., seven (7) Participating Members will each be responsible for one-seventh of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs).

(1) Each of the owners of the PSAPS shall be solely responsible for maintaining all necessary types of liability insurance and other types of insurance to cover the operations, maintenance and staffing of the PSAPS and such insurance coverages shall be primary to the insurance maintained by the La Salle County JETSB.

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

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

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

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

G. **Workers’ Compensation and Employers’ Liability Coverage.** The insurer must agree to waive all rights of subrogation against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives for losses arising from work performed by the employee.

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

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

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

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

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

ARTICLE VIII
ADDITIONAL MEMBERS

8.0. Eligibility.

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

8.1. Approval of New Members.

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

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

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

C. Payment to the La Salle County JETSB of the required Participation Fee and any other fees, as determined by the Board based on information provided by the Treasurer, any La Salle County JETSB retained consultant and/or the La Salle County JETSB’s auditor.

D. Timely payment of all fees, costs and financial obligations required by this Agreement or an addendum, or as determined by the Board.

E. The Board’s determination that the La Salle County JETSB can adequately serve the new member without diminishing the ability of the La Salle County JETSB to continue to serve the other Participating Members.

F. Approval by a two-thirds (2/3rds) vote of the total number of Board members.

ARTICLE IX
WITHDRAWAL, TERMINATION AND DISSOLUTION
9.0. Voluntary Withdrawal.

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

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

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

(1) Its share of all the La Salle County JETSB fees and costs through the effective date of its withdrawal or the end of its allocated share of all La Salle County JETSB financial obligations;

(2) Any contractual obligations it has signed separately with the La Salle County JETSB; and

(3) The Recapture Fee, as determined by the Board with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB’s auditor.

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

9.1. Involuntary Withdrawal.

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

(1) The non-payment of any required fees, costs and other financial obligations within thirty (30) days of written notice, if the non-payment is not timely resolved as provided for below.

(2) Conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any of the terms of this Agreement or any adopted By-laws or other applicable laws or governmental regulations.

(3) Non-compliance with or conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any protocols, orders, directives of the Board, the Treasurer, or industry standards or applicable laws or governmental regulations in regard to the operation of the La Salle County JETSB.
Prior to taking a vote to terminate for an unsecured default, the Board shall provide to the Participating Member an opportunity to have its alleged default resolved pursuant to the provisions of Section 9.4. (Dispute Resolution; Negotiation) below.

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

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

2. Upon withdrawal, the withdrawing Participating Member shall continue to be responsible for:
   a. Its share of all La Salle County JETSB fees and costs and its allocated share of all La Salle County JETSB financial obligations required by this Agreement for a one (1) year period, commencing as of the date that the Board votes to terminate the membership of the Participating Member;
   b. Any contractual obligations it has signed separately with the La Salle County JETSB; and
   c. The Recapture Fee (if applicable).

9.2. Termination and Dissolution.

A. If the Board determines that the withdrawal of a Participating Member reduces the number of Participating Members to less than that feasible to keep the La Salle County JETSB operational, or upon the vote of two-thirds (2/3rds) of the total number of Board members to dissolve, then this Agreement shall be terminated as of an effective date to be determined by the Board.

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

C. Upon such termination, and after payment of all debts and liabilities, the Participating Members shall cooperate to wind down the La Salle County JETSB as follows:
(1) The fixed assets of the La Salle County JETSB shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Members at the time of dissolution on a "per capita" basis as averaged during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions on a "per capita" basis by all active Participating Members, at the time of dissolution.

(2) All Participating Members shall share on a "per capita" basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the La Salle County JETSB and any other costs, fees and charges associated with terminating the operations of the La Salle County JETSB and the dissolution of the La Salle County JETSB.

(3) As part of a dissolution of the La Salle County JETSB and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to the Recapture Fee. The Board, with input from the Treasurer, any La Salle County JETSB-retained consultant and/or the La Salle County JETSB's auditor, will determine the value of any Recapture Fees.

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

9.3. Withdrawal of Participating Member or Dissolution of La Salle County JETSB; Surcharge Funds.

Upon withdrawal of a Participating Member or the dissolution of the La Salle County JETSB, all monies that are allocated or attributable to the Participating Member(s) that are received or collected prior to or after the effective date of the withdrawal or termination from any surcharge or revenue source authorized by any federal or State law, including Section 153 of the Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be made available to the Participating Member(s) for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Member's debts, liabilities and obligations pertaining to its participation in the La Salle County JETSB or its withdrawal from the La Salle County JETSB or the dissolution of the La Salle County JETSB have been fully paid.

9.4. Dispute Resolution; Negotiation.

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

ARTICLE X
REGULATORY APPROVALS

10.0. Registration and Certification.

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

ARTICLE XI
INDEMNIFICATION

11.0. Indemnification Generally.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the La Salle County JETSB agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and any of its Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the La Salle County JETSB shall indemnify, defend and hold harmless any Participating Member or any person who was or is made a party to a pending or completed action, suit or proceedings by reason of fact that such Participating Member or person is or was a director, officer or agent of the La Salle County JETSB, against and from any expenses (including reasonable attorney’s fees and litigation expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such Participating Member or person acted in good faith on behalf of the interests of the La Salle County JETSB. The determination of whether any Participating Member or an individual acted in good faith on behalf of the interests of the La Salle County JETSB shall be made by a two-thirds (2/3rds) vote of the total number of Board members. This indemnification shall not apply to any punitive damages or if the indemnification would otherwise be prohibited by law.
11.1. Indemnification – Mutual Obligations.

To the fullest extent permitted by law, each of the Participating Members agrees to defend, indemnify and hold each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Member, or its respective appointed and elected officials, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the La Salle County JETSB and any of its appointed officials, employees, agents and representatives, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

11.2 Indemnification – PSAP Owners.

To the fullest extent permitted by law, each owner of a PSAP agrees to defend, indemnify and hold the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives and each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the owner of the PSAP or its respective appointed and elected officials, employees, volunteers, agents and representatives, in regard to the operations, maintenance or staffing of the PSAP, except to the extent caused by the sole negligence of or willful and wanton conduct of the La Salle County JETSB and its appointed officials, employees, volunteers, agents and representatives or one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

ARTICLE XII
LEAD MEMBER

12.0. Lead Member.

Subject to approval by the Board, the La Salle County JETSB may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the La Salle County JETSB and other third parties, including any of its Participating Members.

12.1. Intergovernmental Arrangements.

Subject to approval by the Board, the La Salle County JETSB may enter into appropriate intergovernmental agreements with one or more of the Participating Members or with other third parties for any lawful, public purposes.

ARTICLE XIII
MISCELLANEOUS

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

13.1. Member Equipment.

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

13.2. Amendment.

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

13.3. Duration.

This Agreement and the La Salle County JETSB shall continue in effect until terminated as provided herein.

13.4. Remedies.

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

13.5. Assignment.

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


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


Any notice required under this Agreement shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties’ principal administrative offices, addressed to the Mayor or the City Administrator/City Manager or Chief Operating Officer. Such notices may also be delivered by
messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.


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

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

SIGNATURE PAGES TO FOLLOW
SIGNATURE PAGE FOR CITY OF PERU

IN WITNESS WHEREOF, the below authorized official of the City of Peru has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the City of Peru.

City of Peru

[Signature]

Name: [Name]

Mayor

Date: [April 19, 2016]

Attest:

[Signature]

Name: [David R. Bartley, City Clerk]

Date: [April 18, 2016]