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

State of Illinois

Application for
9-1-1 Modification Plan
## 911 GENERAL INFORMATION

**DATE:** 01/25/2019

<table>
<thead>
<tr>
<th>Type of Change:</th>
<th>Long Form Modification Plan</th>
<th>Short Form Modification Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current System Name:</td>
<td>Population Served</td>
<td>Land Area in Sq Miles</td>
</tr>
<tr>
<td>Vernon Hills Communications Center</td>
<td>46,126</td>
<td>17.07</td>
</tr>
</tbody>
</table>

### List PSAPs:

<table>
<thead>
<tr>
<th>Vernon Hills Communications Center</th>
<th>Primary</th>
<th>Secondary</th>
</tr>
</thead>
</table>

**911 System Contact:** Edward J Manke Jr.

**Street Address:** 740 N. Lakeview Pkwy

**City, State and Zip Code:** Vernon Hills, IL, 60061

**Office Telephone:** (847) 247-4698

**Cellular Telephone:** (224) 645-1137

**Email:** emanke@vhillis.org

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### Wireless Coverage for Consolidated System:

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

### Please check if applicable:

- **X** NG9-1-1 capable
- Receive 9-1-1 Text
- Receive 9-1-1 Video
January 25, 2019
(Date)

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

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

4918 W. 95th Street
(Street Address)

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

Dear Lisa Wirtanen

This letter is to confirm our intent to modify our 9-1-1 System. Enclosed is your copy of our modification plan to be filed with the Department of the Illinois State Police for approval. Thank you for your assistance in this matter.

Sincerely,

(Name)
(PATRICK L. KREIS)
(Title)
(chief of Police)

enclosure: Modification Plan
VERIFICATION

I, Patrick L. Kreis, first being duly sworn upon oath, depose and say that I am Chief of Police, of Vernon Hills Police Department; 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]
Chief of Police

Subscribed and sworn to before me

this 25 day of January, 2019.

[Signature]
NOTARY PUBLIC, ILLINOIS

[Seal]
OFFICIAL SEAL
JAMES E. DUNNING
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 03/21/21
FINANCIAL INFORMATION

Annual recurring 3-1-1 network costs prior to modification $891,314
Projected annual recurring 9-1-1 network costs after modification $920,587
Installation cost of the project $0
Anticipated annual revenues $1,012,007
NARRATIVE STATEMENT:

(Provide a detailed summary of system operations for a modified 9-1-1 plan. Also, if incorporating an NG9-1-1 solution, please include the additional items listed below pursuant to 1325.205 b)(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:

The plan narrative statement for Vernon Hills Communications Center System remains the same.

The Village of Lincolnshire (LinC) has determined that they no longer desire to be members of Vernon Hills Communications Center 9-1-1 Dispatch and Vernon Hills Joint Emergency Telephone Systems Board (VHJETSB) and receive dispatch services. It is the intent of LinC to become a member of the Deerfield ETSB. The effective end date for LinC membership in VHJETSB and Vernon Hills communications Center is April 30, 2019. As such the purpose of this modification is to authorize LinC to opt out of VHJETSB and the Vernon Hills Communications Center.
**COMMUNITIES SERVED**

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

**USE ADDITIONAL SHEETS AS NECESSARY**

<table>
<thead>
<tr>
<th>City, Town or Village</th>
<th>Street Address, City, Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village of Vernon Hills</td>
<td>290 Evergreen Drive, Vernon Hills, IL, 60061</td>
</tr>
<tr>
<td>Village of Libertyville</td>
<td>118 W. Cook Street, Libertyville IL, 60048</td>
</tr>
<tr>
<td>Countryside Fire Protection District</td>
<td>600 Deerpath Drive, Vernon Hills, IL, 60061</td>
</tr>
</tbody>
</table>
PARTICIPATING AGENCIES

Provide a list of public safety agencies (Police, Fire, EMS etc.) that are to be dispatched by the 9-1-1 System. Each Agencies land area(s) in square miles and estimated population which will have access to the proposed 9-1-1 System. Do not forget to include County Sheriff’s jurisdiction and Illinois State Police Districts. Each agency that appears on this list should also have signed a call handling agreement.

<table>
<thead>
<tr>
<th>9-1-1 Participant Agencies</th>
<th>Street Address, City, Zip Code</th>
<th>Administrative Telephone No.</th>
<th>Direct Dispatch</th>
<th>Transfer</th>
<th>Call Relay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vernon Hills Police</td>
<td>754 N. Lakeview Pkwy, Vernon Hills, 60061</td>
<td>(847) 362-4449</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Libertyville Police</td>
<td>200 E. Cook St, Libertyville, 60048</td>
<td>(847) 362-8310</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Countryside Fire Prot. Dist.</td>
<td>600 Deerpath Dr, Vernon Hills, 60061</td>
<td>(847) 367-5511</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Libertyville Fire Dept.</td>
<td>1551 N. Milwaukee Ave, Libertyville, 60048</td>
<td>(847) 362-5654</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
### ADJACENT AGENCIES LIST

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

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mundelein Police Dept.</td>
<td>221 N. Lake St. Mundelein IL. 60060</td>
<td>(847) 988-4600</td>
</tr>
<tr>
<td>Buffalo Grove Police Dept.</td>
<td>46 Raupp Blvd. Buffalo Grove IL. 60089</td>
<td>(847) 459-2550</td>
</tr>
<tr>
<td>Lake County Sheriff</td>
<td>25 N. Martin Luther King Jr Ave. Waukegan IL. 60085</td>
<td>(847) 549-5200</td>
</tr>
<tr>
<td>Lake County ETSB</td>
<td>1300 S. Gilmer Volo, IL. 60073</td>
<td>(847) 487-8163</td>
</tr>
<tr>
<td>Deerfield Police Dept.</td>
<td>850 Waukegan Rd. Waukegan IL. 60015</td>
<td>(847) 945-8636</td>
</tr>
<tr>
<td>Lake Forest Police Dept.</td>
<td>255 W. Deerpath Rd. Lake Forest IL. 60045</td>
<td>(847) 234-2601</td>
</tr>
<tr>
<td>Gurnee Police Dept.</td>
<td>100 O'Planie Rd. Gurnee IL. 60031</td>
<td>(847) 599-7000</td>
</tr>
<tr>
<td>Lake Bluff Police Dept.</td>
<td>45 E. Center Ave. Lake Bluff IL. 60044</td>
<td>(847) 234-8760</td>
</tr>
<tr>
<td>Waukegan Police Dept.</td>
<td>101 N. West St. Waukegan IL. 60085</td>
<td>(847) 360-9000</td>
</tr>
<tr>
<td>Lake Bluff Police Dept.</td>
<td>45 E. Center Ave. Lake Bluff IL. 60044</td>
<td>(847) 234-8760</td>
</tr>
<tr>
<td>Comom 911</td>
<td>911 Lotus Dr. Round Lake IL. 60073</td>
<td>(847) 270-9111</td>
</tr>
<tr>
<td>Glenview Public Safety 911</td>
<td>2500 E. Lake Ave. Glenview IL. 60026</td>
<td>(847) 234-8760</td>
</tr>
<tr>
<td>Foxcomm 911</td>
<td>301 South US. Route 59 Fox Lake IL. 60020</td>
<td>(847) 587-3100</td>
</tr>
<tr>
<td>Wheeling Police Dept.</td>
<td>1 Community Blvd. Wheeling IL. 60090</td>
<td>(847) 459-2632</td>
</tr>
<tr>
<td>Lake Zurich Police Dept.</td>
<td>200 Mohawk Trl. Lake Zurich IL. 60047</td>
<td>(847) 438-2349</td>
</tr>
<tr>
<td>Northwest Central Dispatch 911</td>
<td>1975 E. Davis St. Arlington Hghts. IL. 60005</td>
<td>(847) 398-1130</td>
</tr>
<tr>
<td>RED Center 911</td>
<td>1842 Shermer Rd. Northbrook IL. 60062</td>
<td>(847) 498-8827</td>
</tr>
<tr>
<td>Grayslake Police Dept.</td>
<td>10 S. Seymour Grayslake IL. 60030</td>
<td>(847) 223-2341</td>
</tr>
<tr>
<td>Wauconda Police Dept.</td>
<td>311 S. Main St. Wauconda IL. 60084</td>
<td>(847) 526-2421</td>
</tr>
<tr>
<td>North Chicago Police Dept.</td>
<td>1850 Lewis Ave. North Chicago IL. 60064</td>
<td>(847) 596-8700</td>
</tr>
<tr>
<td>Lincolnshire Police</td>
<td>1 Olde Half Day Rd Lincolnshire 60069</td>
<td>(847) 883-9900</td>
</tr>
</tbody>
</table>
## CARRIER LISTING
(Withline, Wireless, VoIP)

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

*(USE ADDITIONAL SHEETS AS NECESSARY)*

<table>
<thead>
<tr>
<th>CARRIERS</th>
<th>STREET ADDRESS, CITY, ZIP CODE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T</td>
<td></td>
<td>(888) 243-1611</td>
</tr>
<tr>
<td>SBC</td>
<td></td>
<td>(888) 730-8154</td>
</tr>
<tr>
<td>CLECO</td>
<td></td>
<td>(217) 424-6306</td>
</tr>
<tr>
<td>Allegiance</td>
<td></td>
<td>(800) 421-3872</td>
</tr>
<tr>
<td>CBTBeyond</td>
<td></td>
<td>(800) 424-9233</td>
</tr>
<tr>
<td>CIMCO</td>
<td></td>
<td>(630) 694-8080</td>
</tr>
<tr>
<td>Focal</td>
<td></td>
<td>(877) 683-8353</td>
</tr>
<tr>
<td>Frontier</td>
<td></td>
<td>(877) 262-6822</td>
</tr>
<tr>
<td>Global COM</td>
<td></td>
<td>(888) 859-1531</td>
</tr>
<tr>
<td>Global Crossing</td>
<td></td>
<td>(888) 859-0911</td>
</tr>
<tr>
<td>Intermedia</td>
<td></td>
<td>(960) 641-4000</td>
</tr>
<tr>
<td>Level 3</td>
<td></td>
<td>(988) 404-9760</td>
</tr>
<tr>
<td>MCI</td>
<td></td>
<td>(800) 275-0014</td>
</tr>
<tr>
<td>McLeod</td>
<td></td>
<td>(800) 332-2386</td>
</tr>
<tr>
<td>MFS-Intelenet</td>
<td></td>
<td>(312) 680-0170</td>
</tr>
<tr>
<td>MOC</td>
<td></td>
<td>(480) 719-8556</td>
</tr>
<tr>
<td>MPower</td>
<td>585 218 8550</td>
<td>586 218 6650</td>
</tr>
<tr>
<td>Peedco</td>
<td></td>
<td>(800) 345-4434</td>
</tr>
<tr>
<td>Sprint</td>
<td></td>
<td>(913) 628-4107</td>
</tr>
<tr>
<td>TDS Metrocom</td>
<td></td>
<td>(888) 760-1216</td>
</tr>
<tr>
<td>WorldCom</td>
<td></td>
<td>(800) 844-1001</td>
</tr>
<tr>
<td>XO Com</td>
<td></td>
<td>(859) 675-0390</td>
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<tr>
<td>Verizon Wireless</td>
<td></td>
<td>(800) 622-0204</td>
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<tr>
<td>Cricket</td>
<td></td>
<td>(800) 274-2938</td>
</tr>
<tr>
<td>T-Mobile</td>
<td></td>
<td>(888) 735-7700</td>
</tr>
<tr>
<td>Comcast</td>
<td></td>
<td>(800) 934-6489</td>
</tr>
</tbody>
</table>
Plan Narrative:

N/A
FIVE YEAR STRATEGIC PLAN
FOR MODIFIED 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 modified 9-1-1 plan with financial projections)

Narrative:

Remains the same.
TEST PLAN DESCRIPTION

1) Description of test plan (back-up, overflow, failure, database).
   Remains the same.

2) List wireline exchanges to be tested.
   Remains the same.

3) List of wireless and VoIP Carriers to be tested.
   Remains the same.
AGREEMENT
Alternate Public Safety Answering Point

For 9-1-1 Emergency Communications
This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Vernon Hills Police Department for the purpose of effective handling and routing of E-911 and wireless 911 emergency calls for police/fire assistance.

Call Handling

When the volume of emergency calls at the Joint Central Lake County ETSB PSAP is such that an overflow of emergency calls is produced, the overflow of emergency calls will be transferred to the Vernon Hills Police Department. The Vernon Hills Police Department, located at 754 Lakeview Parkway, Vernon Hills, IL 60061, will serve as the secondary PSAP, and will be utilized in the event that the primary Joint Central Lake County ETSB PSAP becomes inoperable, providing the Vernon Hills Police Department is physically capable of receiving such calls. It would then become the receiving center for all emergency public safety services provided to all participating agencies in the Joint Central Lake County ETSB. When the Vernon Hills Police Department receives the emergency call for service originating from the Joint Central Lake County ETSB PSAP, they will dispatch the call via local radio channel 470.8625 to the appropriate jurisdiction and an emergency unit will respond to the call for assistance. The Vernon Hills Police Department will collect the appropriate information about the caller and transfer this information back to the Joint Central Lake County ETSB PSAP for the proper recording of this information.

Mundelein Police Department

[Signature]
Eric J. Guenther
Chief of Police

Vernon Hills Police Department

[Signature]
Patrick Kreis
Chief of Police

221 North Lake Street  Mundelein, Illinois 60060  (847) 968-4600  F (847) 949-9238  www.mundelein.org/police
For 9-1-1 Emergency Communications

This agreement is made between the Joint Central Lake County ETSB Public Safety Answering Point, hereinafter referred to as "PSAP" and the Vernon Hills Police Department for the purpose of effective handling and routing of e-911 and wireless 911 emergency calls.

**CALL HANDLING (Exhibit 8)**
Joint Central Lake County ETSB and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: Direct telephone transfer to 847-911-3887  
Secondary: Radio relay via Starcom21 – channel VHC-DSP1

**AID OUTSIDE JURISDICTION BOUNDARY (Exhibit 9)**
Once an emergency unit is dispatched in response to a request through the system, such unit shall render its service to the requesting party without regard to whether the unit is operating outside its normal jurisdictional boundaries.

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency’s published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

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

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

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

---

**PSAP**  
Mundelein Police Department  
BY: [Signature]  
TITLE: Chief of Police

**AGENCY**  
Vernon Hills Police Department  
BY: [Signature]  
TITLE: Chief of Police
RESOLUTION NO. 2019-001

A RESOLUTION RELATED TO THE TERMINATION OF THE VILLAGE OF LINCOLNSHIRE'S PARTICIPATION IN THE VERNON HILLS JOINT EMERGENCY TELEPHONE SYSTEM BOARD (JETSB)

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq., the Village of Lincolnshire entered into an Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board ("JETSB") with the Village of Vernon Hills, the Village of Libertyville and the Countryside Fire Protection District commencing on May 1, 2017; and

WHEREAS, the original intergovernmental agreement for dispatch services between the Village of Lincolnshire and Village of Vernon Hills was set to expire on September 30, 2018; and on September 24, 2018, the Lincolnshire Village Board voted to extend the intergovernmental agreement for dispatch services with the Village of Vernon Hills through at least April 30, 2019 or such other dates as the parties may mutually agree; and

WHEREAS, on October 20, 2018 the Village of Lincolnshire notified the Village of Vernon Hills, the Village of Lincolnshire's intent to cease using emergency dispatch services; and

WHEREAS, on November 12, 2018, the Village of Lincolnshire entered into an intergovernmental agreement with the Village of Deerfield to provide dispatch services; and

WHEREAS, Lincolnshire desires to separate from the JETSB created with Vernon Hills, Libertyville and the Countryside Fire and enter into an Intergovernmental Agreement establishing a JETSB with the Village of Deerfield and Village of Bannockburn; and

WHEREAS, the Village of Lincolnshire further notified JETSB of their intent to withdraw from the JETSB by letter dated January 22, 2019; and

WHEREAS, Section 8. Entry and Termination, F. of the Intergovernmental Agreement Establishing a Joint Emergency Telephone Systems Board provides upon termination of a party’s dispatch services agreement with Vernon Hills, the JETSB Board shall pass a resolution terminating the party’s participation in the JETSB.

NOW, THEREFORE, BE IT RESOLVED by the Joint Emergency Telephone Systems Board of the Vernon Hills Communications Center, of Lake County, Illinois, as follows:
SECTION 1. RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution.

SECTION 2. TERMINATION OF LINCOLNSHIRE MEMBERSHIP. The Village of Lincolnshire’s membership and participation in the Joint Emergency Telephone System Board with Village of Vernon Hills, Village of Libertyville, and Countryside Fire Protection District shall terminate upon the later of April 30, 2019 or such other dates as the parties may mutually agree; and

SECTION 3 CONDITION PRECEDENT. This resolution becomes effective upon and subject to the condition precedent that the Statewide 9-1-1 Administrator approves a consolidation plan which results in Lincolnshire forming and joining a JETSB with the Village of Deerfield and the Village of Bannockburn, but not before April 30, 2019. The termination of the Village of Lincolnshire’s membership in the Vernon Hills Communications Center Joint Emergency Telephone Systems Board, shall not occur before the consolidation plan is approved by the Statewide 9-1-1 Administrator.

SO RESOLVED this 6th Day of February, 2019.

AYES: Patrick L. Kres, Clint Herdegen, Richard Carani, Joseph Leonas, Kimberly Covelli, Michael Peterson, Edward Manke.
NAYS:
ABSENT: Patrick Zimmerman, Nicholas Mostrado.

APPROVED: 6th Day of February, 2019

Patrick L. Kreis
JETSB Chairperson

ATTEST: 6th Day of February, 2019

Edward J. Manke, Jr.
JETSB Secretary
AGREEMENT RELATING TO TRANSFER AND REPORTING OF SURCHARGE FUNDS ATTRIBUTABLE TO THE VILLAGE OF LINCOLNSHIRE, ILLINOIS

THIS AGREEMENT (the "Agreement") is made and entered into as of the 12th day of March, 2019 (the "Effective Date") by and between the Village of Vernon Hills Emergency Telephone System Board ("Vernon Hills") and the Village of Deerfield Emergency Telephone System Board ("Deerfield") for the purpose of providing for the transfer of and reporting relating to certain surcharge funds attributable to the Village of Lincolnshire, Illinois ("Lincolnshire").

WITNESSETH:

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

WHEREAS, in accordance with the Act, a Joint ETSB, as defined by the Act, was created with its initial participating member municipalities being the Villages of Vernon Hills, Libertyville and Lincolnshire; and,

WHEREAS, a Joint ETSB, is being formed to meet the Act’s consolidation requirements with its initial member municipalities being the Villages Deerfield, Bannockburn and Lincolnshire; and,

WHEREAS, in accordance with the bylaws adopted by Vernon Hills, Lincolnshire has provided notice of its termination as a member of Vernon Hills and intends to join Deerfield; and,

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

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

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

Section 2. Opt-Out. Lincolnshire has provided the notice required under applicable bylaws to terminate its status as a member municipality of Vernon Hills and that upon approval of Deerfield’s consolidation plan by the State of Illinois’ Office of the Statewide 9-1-1 Administrator, Lincolnshire shall become a member of Deerfield.

Section 3. Wireless Call Boundaries. Upon becoming a member municipality of Deerfield, the wireless call boundaries of Vernon Hills and Deerfield shall change such that all wireless 9-1-1 calls originating in Lincolnshire shall no longer be handled by Vernon Hills and instead shall be handled by Deerfield.

Section 4. Transfer of Funds. Upon the date that Deerfield’s consolidation plan is approved by the State of Illinois’ Office of the Statewide 9-1-1 Administrator, all Funds attributable to Lincolnshire that are currently held by Vernon Hills in accordance with its bylaws and those thereafter coming due shall be transferred to Deerfield in accordance with Section 30(d) of the Act.

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

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

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

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

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

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

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

Vernon Hills Emergency Telephone System Board

[Signature]

By: [Patrick L. Keel]
Acting on Behalf of: Vernon Hills ETSB

Deerfield Emergency Telephone System Board

[Signature]

By: [John J. Sligo] 03-19-19
Acting on Behalf of: Deerfield ETSB
VILLAGE OF LINCOLNSHIRE

RESOLUTION 790

A RESOLUTION RELATED TO THE SEPARATION FROM THE JOINT EMERGENCY TELEPHONE SYSTEM BOARD WITH VERNON HILLS, LIBERTYVILLE AND COUNTRYSIDE FIRE AND APPROVING AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH A JOINT EMERGENCY TELEPHONE SYSTEM BOARD WITH DEERFIELD AND BANNOCKBURN

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

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

WHEREAS, on July 9, 2013, the Village of Lincolnshire entered into an intergovernmental agreement with the Village of Vernon Hills for the purpose of providing dispatch services; and

WHEREAS, pursuant to the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq., the Village entered into an Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board ("JETSB") with the Village of Vernon Hills, the Village of Libertyville and the Countryside Fire Protection District commencing on May 1, 2017; and

WHEREAS, the original intergovernmental agreement for dispatch services with the Village of Vernon Hills was set to expire on September 30, 2018; and

WHEREAS, on September 24, 2018, the Lincolnshire Village Board voted to extend the intergovernmental agreement for dispatch services with the Village of Vernon Hills through at least April 30, 2019 or such other dates as the parties may mutually agree; and

WHEREAS, on November 12, 2018, the Village of Lincolnshire entered into an intergovernmental agreement with the Village of Deerfield to provide dispatch services; and
WHEREAS, the Village of Deerfield operates a full service dispatch center at 850 Waukegan Road, Deerfield, Illinois which serves as a public safety answering point ("PSAP"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "Act"); and

WHEREAS, Deerfield, Lincolnshire and Bannockburn have entered into intergovernmental agreements (collectively, the "Emergency Dispatch Service Agreements"), pursuant to which Deerfield will provide dispatch services to each of those parties; and

WHEREAS, Lincolnshire desires to separate from the JETSB created with Vernon Hills, Libertyville and the Countryside Fire and enter into an Intergovernmental Agreement establishing a JETSB with the Village of Deerfield and Village of Bannockburn; and

WHEREAS, Section 15.4 of the Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a JETSB, as defined therein; and

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

WHEREAS, Lincolnshire, Deerfield and Bannockburn desire to establish a new JETSB with Lincolnshire to comply with the consolidation requirements of Section 15.4a of the Act, as described above; and

WHEREAS, The Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into an intergovernmental agreement to form and become members of a JETSB.

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

SECTION 1. RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution.

SECTION 2. TERMINATION OF LINCOLNSHIRE MEMBERSHIP. The Village of Lincolnshire's membership and participation in the Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board with Village of Vernon Hills, Countryside Fire Protection District and Village of Libertyville shall terminate upon the effective date of this resolution.
SECTION 3. APPROVAL OF INTERGOVERNMENTAL AGREEMENT ESTABLISHING JETSB WITH VILLAGES OF DEERFIELD AND BANNOCKBURN.
The Lincolnshire Village Board hereby approves an Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board with the Village of Deerfield and Village of Bannockburn, attached hereto as Exhibit A and incorporated by reference, is hereby approved; and

SECTION 4. AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL AGREEMENT. The Lincolnshire Village Board hereby authorizes and directs the Mayor to execute and the Village Clerk to attest, on behalf of the Village, the Intergovernmental Agreement Establishing a Joint Emergency Telephone System Board with the Village of Deerfield and Village of Bannockburn.

SECTION 5 CONDITION PRECEDENT. This resolution become effective upon and subject to the condition precedent that the Statewide 9-1-1 Administrator approves a consolidation plan which results in Lincolnshire forming and joining a JETSB with the Village of Deerfield and the Village of Bannockburn, but not before April 30, 2019. The termination of the Village's membership in its existing JETSB, and its organization of the new JETSB, shall not occur before the consolidation plan is approved by the Statewide 9-1-1 Administrator.

BE IT FURTHER RESOLVED that the Mayor and Board of Trustees hereby appoint as Board Members representing the Village on the Deerfield, Bannockburn, Lincolnshire Joint Emergency Telephone System Board the following officers: Chief of Police and the Finance Director.

SO RESOLVED this 11th Day of February, 2019.

AYES: Leider, Hancock, Servi, Grujanac
NAYS: None
ABSENT: McDonough, Harms Muth

APPROVED:

[Signature]
Elizabeth J. Brandt, Mayor

ATTEST:

[Signature]
Barbara Mastandrea, Village Clerk
EXHIBIT A

Intergovernmental Agreement Establishing a Joint Emergency Telephone Systems Board
INTERGOVERNMENTAL AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of February 19, 2019 (the "Effective Date"), by and between the Village of Deerfield, an Illinois home rule municipal corporation (hereinafter, "Deerfield"); the Village of Bannockburn, an Illinois home rule municipal corporation (hereinafter, "Bannockburn"), and the Village of Lincolnshire, an Illinois home rule municipal corporation (hereinafter, "Lincolnshire"). (For convenience, Deerfield, Bannockburn, Lincolnshire, may be referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

A. Deerfield operates a full service dispatch center from a facility located at 850 Waukegan Road, Deerfield, Illinois (the "Deerfield Communication Center").

B. The Deerfield Communication Center is a public safety answering point ("PSAP"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq. (the "Act").

C. Bannockburn and Lincolnshire have each entered into intergovernmental agreements with Deerfield (collectively, the "Dispatch Service Agreements"), pursuant to which Deerfield provides dispatch services to each of those Parties.

D. Each of Deerfield, Bannockburn and Lincolnshire either has an emergency telephone systems board, as defined in the Act, appointed by its corporate authorities or is a member of another Joint Emergency Telephone Systems Board.

E. Section 15.4 of the Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein.

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

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

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

I. The Parties are units of local government, and Deerfield and Lincolnshire are home rule municipalities.

J. Deerfield, Bannockburn and Lincolnshire desire to establish a new joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above.

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

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

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

**Section 1. Incorporation of Recitals.** The foregoing recitals are material to this Agreement and are incorporated herein as if set forth in full. In the event of any ambiguity in the enforcement and implementation of this Agreement, it is the Parties’ intent for the Agreement to be construed to most completely accomplish the purposes described in the foregoing recitals.

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

**Section 3. Creation of JETSB.** Effective May 1, 2019 (the "Commencement Date"), the Parties establish a joint emergency telephone system board (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth both herein and in Section 15.4 of the Act. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards or their current membership in another joint emergency telephone system board, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator. In the event the Consolidation Plan is not approved, the parties will work together to resubmit the Consolidation Plan for approval. Notwithstanding anything herein to the contrary, the Commencement Date shall not occur before the Consolidation Plan is approved by the Statewide 9-1-1 Administrator.
Section 4. Board Composition.

A. Each Party to this Agreement shall be represented by two members of the Board (each, a "Board Member"). Each Party's Board Member shall be designated by the governing board of each of the parties. One Board Member from each Party shall represent such Party's public safety agencies, including but not limited to the police department, fire department or emergency medical services provider, and shall be appointed on the basis of their ability or experience. The other Board Member from each Party is permitted to be an elected or appointed official or an employee of such Party. At least one Board Member from Deerfield shall be a representative of the PSAP.

B. Each Party may designate an alternate (each, an "Alternate") to attend regular and special Board meetings, with the same voting power as a Board Member, when a Board Member is incapable of attending.

C. One additional member of the Board shall be a public member who is a resident of the local exchange service territory included in the 9-1-1 coverage area served by the JETSB. Each Party to this Agreement shall take turns appointing the public member, commencing in alphabetical order by Party name. The public member need not be a resident of the Party making the appointment so long as the public member is a resident of the 9-1-1 coverage area served by the JETSB. Each public member shall serve a three (3) year term.

D. At the first meeting of the Board, the Board shall elect a Chairman from among its members, who shall preside over all Board meetings. The term of the first Chairman shall be for a one-year term, or until April 30, 2020, whichever occurs first. In each subsequent year, the Chairman will rotate through each of the Parties for a one-year term. In the absence of the Chairman at any meeting, the Board shall elect a temporary chair to preside over the meeting.

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

F. At the first meeting of the Board, the Board shall select which Board Members shall serve an initial term of 1, 2 or 3 years. Upon the expiration of each Board Member's initial term, the succeeding term shall be for three years.

G. The JETSB’s fiscal year shall be from May 1 to April 30.

H. The Deerfield Finance Director, as ex officio Treasurer, shall act as the treasurer and FOIA compliance officer. The Treasurer shall not be a voting member of the Board nor count towards a quorum.

Section 5. Board Powers.

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

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

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

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

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

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

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

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

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

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

**Section 6. Board Meetings and FOIA**

A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, et seq. (the "OMA").

B. Special meetings of the Board may be called by the Chairman or by Members representing a majority of a quorum of the Board.

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

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

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

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

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

H. A Board Member shall be allowed to attend a meeting electronically and participate in such meetings, and exercise all rights and privileges of a Board Member, whenever the following criteria are satisfied:

1. A quorum of the Board is physically present for the meeting;

2. The Board Member has given notice to the Board Secretary at least 24 hours in advance of the meeting of the Board Member’s absence and the reasons therefor;

3. The Board Member’s absence is caused by (i) personal illness or disability; (ii) employment purposes or the business of Board or the Member’s public body; or (iii) a family or other emergency; and

4. An audio and/or video conference is established which is capable of permitting all Members of the Board participating in the meeting to be heard by each other.

When a Member participates in a meeting electronically, all votes shall be taken by roll call and the votes of each Member shall be recorded in the Board’s minutes.

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

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

K. All FOIA requests for the JETSB are to be submitted to the Treasurer.

Section 7. Emergency Telephone System Fund and Distribution.

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

B. No expenditures of 9-1-1 surcharge revenues may be made except upon direction of the Board. The Parties agree that at the Board’s regular meetings, the Board will, in addition to any other business, consider Parties’ requests for disbursements made in accordance with Section 7.D.4 hereof.

C. The Parties agree that accounting of money deposited to and distributions
made from the Fund shall occur as follows:

1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules;

2. 9-1-1 surcharge revenues will be accounted for according to each Party's jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time;

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

4. At any meeting of the Board, a Party may request approval from the Board to use 9-1-1 surcharge revenue in satisfaction of allowable expenditures under the Act ("Allowable Expenditures") for which the requesting Party has legally obligated itself as of the date of the disbursement request. No later than 5 business days prior to the Board meeting, a requesting Party shall submit to the Treasurer a certified statement detailing the nature and amounts of such Allowable Expenditures for which disbursement is sought, together with supporting documentation concerning such Allowable Expenditures ("Supporting Documentation"), the sufficiency of which shall be determined by the Treasurer. Such Supporting Documentation may include, without limitation, approved and executed contracts and/or purchase orders. The Board shall consider and act promptly upon all such requests properly submitted.

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

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

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

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

D. As of the Commencement Date, if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, or if that Party receives a disbursement upon withdrawing from another joint emergency telephone system board, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable
to that Party.

E. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Treasurer will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit. If the Party's Independent audit demonstrate that the Fund contains an error of greater than 5% of the balance attributable to such Party, the Board shall reimburse the Party for the costs of the audit.

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

Section 8. Entry and Termination.

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

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

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

D. Any Party or Subsequent Party may terminate its status as such and withdraw from the Board by providing written notice to the Treasurer identifying the joint
emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. The effective date of any Party’s termination under this paragraph shall be the end of the fiscal year which occurs not less than twelve months after the date of notice of intent to withdraw. Notwithstanding the foregoing, if applicable law is amended such that the Parties’ participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon thirty (30) days written notice to the Treasurer, and without the need to identify any other joint emergency telephone systems board that it intends to join.

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

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

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

As additional consideration for Deerfield performing the administrative functions of the 9-1-1 Authority, the Board shall indemnify and hold Deerfield harmless and free from liability of any kind whatsoever arising from third party claims resulting from the acts or conduct of Deerfield, their agents, representatives and employees in the performance of the administrative functions of the 9-1-1 Authority, except to the extent caused by the Intentional or gross negligence acts or omissions of Deerfield, its agents, representatives, employees, officers and anyone for whom it may be held liable. The Parties agree that the indemnity described herein is not intended to apply to (a) claims by the Parties that Deerfield has breached this Agreement, or (b) the performance of dispatch services, which is addressed separately in the Dispatch Service Agreements. Nothing herein waives any immunities Deerfield may assert.

Section 10. General Provisions.

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

**Parties:**

Village of Deerfield  
850 Waukegan Road  
Deerfield, Illinois 60015  
Attention: Village Manager

With a copy to:  
John Kelly  
Ottsen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd  
1804 North Naper Boulevard, Suite 350  
Naperville, IL 60563

Village of Bannockburn  
2275 Telegraph Road  
Bannockburn, Illinois 60015  
Attention: Village Manager

With copy to:  
Victor P. Filippini, Jr.  
Filippini Law Firm  
990 Grove Street, Suite 220  
Evanston, Illinois 60201

Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069  
Attention: Village Manager

With a copy to:  
Adam B. Simon  
Ancel, Glink, Diamond, Bush, DiCianni & Kraftshefer, P.C.  
175 E. Hawthorn Parkway, Suite 145  
Vernon Hills, IL 60061

**Treasurer:**

Village of Deerfield  
850 Waukegan Road  
Deerfield, Illinois 60015  
Attn: Finance Director
B. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

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

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

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

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

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

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

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

J. **Effective Date.** The Effective Date of this Agreement shall be May 1, 2017.

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

VILLAGE OF DEERFIELD

By

[Signature]

Village President

Attest

[Signature]

Village Clerk

Date 02-19-19

VILLAGE OF BANNOCKBURN

By

[Signature]

Village President

Attest

[Signature]

Village Clerk

Date 02-12-19

VILLAGE OF LINCOLNSHIRE

By

[Signature]

Mayor

Attest

[Signature]

Village Clerk

Date 02-11-19
ATTACHMENTS

Ordinance - The local ordinance which created an ETSB prior to January 1, 2016.

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

Intergovernmental Agreement

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

Network Diagram - Diagram provided by the 9-1-1 System Provider. Re-evaluate P.01 grade of Service for cost savings and network efficiency.
January 25, 2019

Lisa Wirtanen  
AT&T 9-1-1 Service Executive  
4918 W. 95th Street  
Oak Lawn, IL 60453

Dear Ms. Wirtanen,  

This letter is to confirm our intent to modify our 9-1-1 System. Lincolnshire will be leaving our JETSB and 9-1-1 Communications Center. Lincolnshire will be joining Deerfield’s JETSB and 9-1-1 Center.

Please modify our Network Diagram and remove Lincolnshire. This request pending State approval should be completed on or before April 30th, 2019. Enclosed is your copy of our modification plan to be filed with the Department of the Illinois State Police 9-1-1 Authority for approval.

Thank you for your assistance in this matter.

Sincerely,

Edward J. Manke Jr.  
Communications Supervisor  
Vernon Hills Communications Center  

Enclosure: Modification Plan
9-1-1 SYSTEM PROVIDER
LETTER OF INTENT

February 12, 2019

Lesley Rosson Chatmon
AT&T 9-1-1 Database Manager

Dear Ms. Chatmon:

This letter is to modify our 9-1-1 System. Lincolnshire will be leaving our JETSB anc 9-1-1 Communications Center and will be joining Deerfield’s JETSB and 9-1-1 Center.

Please and remove Lincolnshire from our MSAG. Lincolnshire will be relocating all of their ESN’s and 10 digit emergency and non-emergency telephone lines to Deerfield’s MSAG.

This request pending State approval should be completed on or before April 30th, 2019. Enclosed is your copy of our modification plan to be filed with the Department of the Illinois State Police 9-1-1 Authority for approval.

Thank you for your assistance in this matter.

Sincerely,

Edward J. Manke Jr.
Communications Supervisor
Vernon Hills Communications Center
January 7, 2019

AT&T
Attention: Ms. Lisa Wirtanen
4918 West 95th Street
Oak Lawn, IL 60453

Dear Ms. Wirtanen:

This letter is to serve as authorization for you to begin building a network diagram that reflects Lincolnshire's addition to the Deerfield-Bannockburn-Riverwoods consolidation as well as assess line counts and related matters to affect this process. Our expectation is that we will be provided State approval and have the necessary technology in place to effect this transition by April 1, 2019.

If you need anything additional, please let us know. Thank you in advance for your assistance.

Sincerely,

Mary Anne Glowacz
Communications Director

Customer: Village of Deerfield
By: [Signature]
Title: Chief of Police
Date: 01-07-19

Customer: Village of Vernon Hills
By: [Signature]
Title: Chief of Police
Date: 1-31-2019

Customer: Village of Lincolnshire
By: [Signature]
Title: Chief of Police
Date: 1-7-19
February 7, 2019

Chief of Police
Patrick L. Kreis
740 Lakeview Parkway
Vernon Hills, IL 60061

Re: 9-1-1 Call Handling and Aid Outside Jurisdictional Boundaries Agreement

Dear Chief Kreis,

The Deerfield Unified Center ETSB Board wishes to notify you of a modification to our original ICC application. Effective on or about May 1, 2019, the Lincolnshire Police Department will begin contracting with the Deerfield Unified Center for all 9-1-1 emergency call handling and dispatching of public safety resources.

Pursuant to the requirements of Chapter 50, Section 750/14, of the Illinois Compiled Statutes and Public Act 99-006, please find enclosed two (2) originals of a 9-1-1 Call Handling and Aid Outside Jurisdictional Boundaries Agreement as an Alternate Public Safety Answering Point between your agency and the South Lake County Consolidated Center ETSB Public Safety Answering Point.

Please review the Agreements, if all information is correct, please sign and return one (1) of the original Agreements in the return envelope provided. The second copy of said Agreement is for your records. If an error is found in the information, please contact Communications Director Mary Anne Glowacz as soon as possible at 847-794-7501 for a revised document.

Please allow this new document to replace any prior call handling agreements that you have on file for the Deerfield, Bannockburn, Riverwoods, and Lincolnshire Police Departments.

Thank you for your attention in this matter.

Sincerely,

John J. Silozis
Chief of Police
Deerfield Police Department
April 1, 2019

Director Berger
Cencom
911 Lotus Dr.
Round Lake, IL 60073

Re: 9-1-1 Call Handling and Aid Outside Jurisdictional Boundaries Agreement

Dear Director Berger:

Pursuant to the requirements of Chapter 50, Section 750/14, of the Illinois Compiled Statutes and Public Act 99-006, please find enclosed two (2) originals of a 9-1-1- Call Handling and Aid Outside Jurisdictional Boundaries Agreement as an Alternate Public Safety Answering Point between your agency and the Vernon Hills Police 911 Communications System.

Please review the Agreement, and if all information is correct, please sign and return one (1) of the original Agreements, in the return envelope provided. The second copy of said Agreement is for your records. If an error is found in the information contained in either of the agreements, please contact Communications Supervisor Edward Manke soon as possible at 847-247-4898 for a revised document.

Please allow this new documentation to replace any prior call handling agreements that you might have on file with the Vernon Hills and Libertyville Police Departments on the date specified.

Thank you for your attention to this matter.

Sincerely,

Patrick L Kreis
Chief of Police
Vernon Hills Police Department
For 9-1-1 Emergency Communications

This agreement is made between the Public Safety Answering Point, hereinafter referred to as "PSAP" and the Cencom 911 Center for the purpose of effective handling and routing of E-911 and Wireless 911 emergency calls:

1) Greater Round Lake PD/FD.
2) Barrington PD/FD.
3) Antioch PD/FD.
4) Round Lake PD.

CALL HANDLING

Vernon Hills Police Department and PSAP Center receiving a call for emergency services in your jurisdiction shall dispatch the call in the following manner:

Primary: 9-1-1 transfer 847-911-3672, 911Wrls. transfer 847-911-3674

Secondary: Direct telephone transfer to 847-546-2131, non(emg) 847-270-9111

AID OUTSIDE JURISDICTION BOUNDARY

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

The legislative intent is that 9-1-1 be used for emergency calls only. Therefore, all calls of an administrative or non-emergency nature shall be referred to your agency's published telephone number.

The PSAP Center agrees to keep all records, times and places of all calls. All records will be available to all participants of the 9-1-1 system.

It shall be the responsibility of your agency to maintain the report of call and the disposition of each call received.
All agreements, management, records and service will be the responsibility of the advisory and policy board. Any agreements or changes in agreements and operating policies must be approved by the advisory board.

**PSAP**

Vernon Hills Police 911 Communications System

BY: [Signature]

Title: Chief of Police

**AGENCY**

Cencom 911 System

BY: [Signature]

Title: [Blank]