

5. CURRENT BUSINESS

This agenda item includes consideration of matters being presented to the Board of Trustees for action.

A. La Grange Business Association / 2015 Hometown Holiday Walk – Request for Village Sponsorship: *Referred to Trustee McCarty*

B. First National Bank of La Grange Façade Loan Program: *Referred to Trustee McCarty*

C. Combined Dispatch Center: (1) An Intergovernmental Agreement Between The Villages of La Grange, La Grange Park And Western Springs To Establish A Combined Dispatch Center For Law Enforcement, Fire, Ambulance And Other Emergency Communication Services; (2) An Ordinance Dissolving The La Grange Emergency Telephone System Board And Acknowledging Participation In A Newly-Created Joint Emergency Telephone System Board; (3) Motions To Authorize The Expenditure Of Funds To Purchase Upgrades To Computer Automated Dispatch Software, To Engage Architectural Services For The Build-Out Of A Combined Dispatch Center Within The La Grange Police Station, And To Purchase Emergency Medical Dispatch Software; And (4) An Ordinance Declaring Certain Village Property As Surplus For Assignment And Use By The Combined Dispatch Center: *Referred to Trustee Kuchler*

6. MANAGER'S REPORT

This is an opportunity for the Village Manager to report on behalf of the Village Staff about matters of interest to the Village.

A. Emergency Preparedness Informational Presentation

B. Pre-Budget Development Informational Presentation – Revenues and Expenditures

7. PUBLIC COMMENTS REGARDING MATTERS NOT ON AGENDA

This is an opportunity for members of the audience to speak about Village related matters that are not listed on this Agenda.

8. EXECUTIVE SESSION

The Board of Trustees may decide, by a roll call vote, to convene in executive session if there are matters to discuss confidentially, in accordance with the Open Meetings Act.

9. TRUSTEE COMMENTS

The Board of Trustees may wish to comment on any matters.

RESOLUTION NO. R-15-12

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(Village of La Grange, Cook County, Illinois)

WHEREAS, the Village of La Grange, an Illinois municipal corporation ("La Grange"), the Village of La Grange Park, an Illinois municipal corporation ("La Grange Park"), and the Village of Western Springs, an Illinois municipal corporation ("Western Springs"), (collectively referred to as the "Participating Agencies" or "Parties"), desire to enter into an intergovernmental agreement, entitled "Intergovernmental Agreement Entered Into By The Villages Of La Grange, La Grange Park And Western Springs To Establish An Intergovernmental Cooperative Venture Known As The 'Lyons Township Area Communications Center' For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "Agreement" or "IGA"), for the purpose of establishing an intergovernmental cooperative venture known as the "Lyons Township Area Communications Center" (also referred to as "LTACC") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") that will service each of the Participating Agencies. A copy of the IGA is attached to this Resolution as Exhibit "A" and made a part hereof; and

WHEREAS, the general purpose of the IGA is to provide for the joint establishment, maintenance and operation of the System to provide communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the LTACC (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the LTACC; and

WHEREAS, in order to participate in the LTACC, the Corporate Authorities of each of the Participating Agencies are required to vote in favor of the attached IGA by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

WHEREAS, the Corporate Authorities of the Village of La Grange, Cook County, Illinois find that it is in its best interests to authorize the approval and execution of the IGA in order to participate in and receive the benefits of the Services to be provided by LTACC; and

WHEREAS, the Corporate Authorities of each of the Participating Agencies are authorized to approve and enter into the IGA under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the 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)) to approve and enter into the IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF LA GRANGE, COOK 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 Resolution.

SECTION 2: The Corporate Authorities of the Village of La Grange, Cook County, Illinois approve and authorize the execution of the attached "Intergovernmental Agreement Entered Into By The Villages Of La Grange, La Grange Park And Western Springs To Establish An Intergovernmental Cooperative Venture Known As The 'Lyons Township Area Communications Center' For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "Agreement" or "IGA") (Exhibit "A"). In addition, the Corporate Authorities authorize and direct the Village President and Village Clerk, or their designees, to execute and submit signed original signature pages for the IGA, certified copies of this Resolution and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. The Village Clerk shall transmit signed original signature pages for the IGA and certified copies of this Resolution to the presiding officers of the other Participating Agencies within ten (10) calendar days of approval of this Resolution.

ADOPTED this 9 day of November, 2015, pursuant to a roll call vote as follows:

AYES: Trustees Kotynek, Holder, Arnett, McCarty, Langan, and Kuchler

NAYS: None

ABSENT: None

APPROVED this 9 day of November, 2015, by the Village President of the Village of La Grange, and attested by the Village Clerk, on the same day.



Thomas E. Livingston, Village President

ATTEST:



John Burns, Village Clerk

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(attached)

**INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on the Effective Date hereinafter set forth, by the Village of La Grange, an Illinois municipal corporation ("La Grange"), the Village of La Grange Park, an Illinois municipal corporation ("La Grange Park"), and the Village of Western Springs, an Illinois municipal corporation ("Western Springs"), (collectively referred to as the "Participating Agencies" or "Parties"), to provide for the establishment of an intergovernmental cooperative venture known as the "Lyons Township Area Communications Center" (also referred to as "LTACC") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the 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)).

RECITALS

WHEREAS, the Participating Agencies have determined that there exists a need for a centralized, combined emergency services dispatch and communication system, which will provide for more efficient dispatch and communication capabilities within and among the Participating Agencies and which will otherwise provide for the health, safety and welfare of the residents of the Participating Agencies; and

WHEREAS, the Participating Agencies have determined that joint action in establishing and operating the System is the most efficient and effective means to meet that need and is in the best interests of each of the Participating Agencies and their residents; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section 220/1 *et seq.* of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize two or more units of local government to contract to share services and to exercise, combine or transfer any power or function common to them; 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 with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"); and

WHEREAS, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006 (effective July 2, 2015), requires covered units of local government to consolidate 9-1-

1 services and wireless E-9-1-1 services. The new version of Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), 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 (“JETSB”), provided that the local Emergency Telephone System Boards (“ETSB”) are terminated by ordinances that rescind their establishment, authority and operational functions. As part of the approval of this Agreement, the Participating Agencies are following the recommendation of its consultant (AECOM Technical Services), who prepared a feasibility study and report entitled “Solutions Proposal For West Suburban Public Safety Dispatch Consolidation Study for Villages of La Grange, La Grange Park and Western Springs” and dated August 17, 2012, in regard to consolidation of their 9-1-1 dispatch systems and agree to adopt rescinding ordinances that eliminate the establishment, authority and operational functions of their respective ETSBs, subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2015/2016/2017 ETSB budgets. The Parties, in their discretion, may allocate none, all or a portion of their own surcharge funds to the LTACC in accordance with the terms of this Agreement; and

WHEREAS, it is the desire of the Participating Agencies to jointly establish, maintain and operate the System for the purpose of providing communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the LTACC (the “Services”); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the LTACC; and

WHEREAS, the respective Corporate Authorities of the Participating Agencies have authorized and directed the execution of this Agreement.

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 Agencies as follows:

ARTICLE I LYONS TOWNSHIP AREA COMMUNICATIONS CENTER ESTABLISHED

1.0. Creation; Purpose; Incorporation of Recitals.

The Participating Agencies establish an intergovernmental cooperative venture known as the “LTACC” for the operation and maintenance of the System, for the purpose of providing facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its members; and (2) the implementation of this Agreement. LTACC shall be considered a “public safety agency” as defined at Section 2.02 of the Emergency Telephone System Act (50 ILCS 750/2.02).

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

1.1. Effective Date.

This Agreement shall be effective only after each of the Initial Participating Agencies (defined below) has properly and legally passed, approved and published in pamphlet form a resolution, 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 deemed null and void and not binding upon any Party if the Villages of La Grange, La Grange Park and Western Springs have not all passed and approved an authorizing resolution necessary to approve of this Agreement by December 31, 2015. This Agreement shall be binding only on those Participating Agencies that adopt an approving resolution and execute this Agreement. As part of the approval of this Agreement, each Participating Agency shall deliver to all other Participating Agencies a certified copy of a duly enacted resolution 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 signs and dates this Agreement.

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

Annual Budget means: The Budget adopted annually that provides for the annual operations, maintenance and capital needs of LTACC to operate the System and includes the Capital Budget and the Operating Budget.

Annual Operating Costs means: Costs relating to the operations of the System and the LTACC, including costs related to salaries, employment benefits, insurance, equipment, technology, overhead, outside vendors and utilities.

Annual Service Fees means: On an annual basis, the Board of Directors, in its sole discretion, shall establish one or more levels of Annual Service Fees payable by each Participating Agency. The Annual Service Fees shall be paid to the LTACC annually in equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the LTACC. The Annual Service Fees shall be based on a formula that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies and one or more other levels of Annual Service Fees and additional other charges payable by other members who do not participate at the same level as the Initial Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the LTACC pursuant to a service agreement.

Capital Budget means: The portion of the Annual Budget that provides for the annual capital needs of LTACC to acquire and maintain, upgrade, repair and replace the System or portions thereof in order to deliver Dispatch Services, including new equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the LTACC dispatch operations and personnel.

Capital Equipment Fund means: The Fund that LTACC shall maintain to hold funds for the purpose of purchasing or acquiring capital equipment for use by LTACC.

Capital Implementation Budget means: A budget that identifies and provides for all initial start-up costs related to the buildings, equipment and implementation of the System.

Capital Implementation Costs means: Any costs related to the start-up of the System, including any acquisition and maintenance, upgrades, repair or replacement of the System or portions thereof such as equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the LTACC dispatch operations and personnel.

Capital Cost means: Any costs related to the maintenance, upgrades, repair or replacement of the System or portions thereof, such as any equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the LTACC dispatch operations and personnel.

Dispatch and Communication System (“System”) means: A centralized, combined emergency services dispatch 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 LTACC 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 Fund that LTACC shall maintain to receive surcharge monies collected by the Participating Agencies for use and expenditure only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended.

Initial Participating Agencies means: The Village of La Grange, the Village of La Grange Park and the Village of Western Springs, who were the first municipalities to approve this Agreement.

Non-Refundable Capital and Operating Participation Fee means: The fee payable by each Participating Agency as a condition of membership in LTACC that covers a portion of the Capital Costs incurred in the establishment of LTACC and a portion of the ongoing Operating Costs of LTACC that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director (as defined in Article VI below), any LTACC-retained consultant and/or LTACC’s auditor. For the Initial Participating Agencies, this Non-Refundable Capital and Operating Participation Fee shall consist of the initial contributions, and any supplemental contributions (See Section 4.8(B) below), by each Participating Agency to the Capital Equipment Fund, the Capital Implementation Costs and the Start-Up Operating Costs.

Participating Agency (or Participating Agencies) means: Any municipality, fire protection district or unit of local government that agrees to participate in LTACC by approving this Agreement, as amended, and has been accepted and authorized to participate in LTACC 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 Agency, 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.

Non-Member means: Any municipality, fire protection district, unit of local government, other person or private or public entity that receives certain Services from LTACC pursuant to a service agreement. A majority vote by the Board of Directors holding office is required to approve a service agreement to compensate the LTACC for the provision of certain Services to a Non-Member. LTACC may, but is not obligated to, provide certain fire, EMS, law enforcement communication, and other contractual services to Non-Members.

Operating Budget means: The portion of the Annual Budget that provides for the annual operating needs and expenses of LTACC to operate and maintain the System in order to deliver Dispatch Services, including costs related to salaries, employment benefits, insurance, outside vendors and utilities.

Operating Costs means: Any costs incurred by LTACC related to operating the System and the buildings, including salaries, employment benefits, insurance, outside vendors and utilities.

Start-Up Operating Budget means: A budget that identifies and provides for all initial start-up costs related to the operations of the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.

Start-Up Operating Costs means: Any initial start-up costs related to the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.

Recapture Fee means: The fee, determined by the Board of Directors, in its sole discretion, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor, shall be paid by any withdrawing or terminated Participating Agency to reimburse the other Participating Agencies for all incurred but unpaid or to be incurred debt service payments relating to LTACC, incurred but unpaid or to be incurred Operating Costs, and unamortized Capital Costs incurred or paid for by LTACC. These Capital Costs include, but are not limited to, any type of LTACC-related improvements to the buildings or structures owned by the withdrawing or terminated Participating Agency that were used by LTACC or capital equipment incorporated into the buildings or structures that were part of LTACC's System and those improvements will no longer be available to LTACC or the other Participating Agencies after the Participating Agency withdraws from or terminates its participation in LTACC, or upon dissolution of LTACC or the termination of this Agreement. The purpose of the Recapture Fee is to avoid unjust enrichment of those Participating Agencies who are obligated to pay part of the debt obligations of LTACC during their time with LTACC, who have received 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 expense of LTACC, and then, upon withdrawal from or dissolution of LTACC or termination of this Agreement, those Participating Agencies retain the value of such improvements.

Reserve Fund means: The monies retained by LTACC 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 salaries, operating expenses and other lawful purposes of LTACC in emergency or special

circumstances. As part of its fiscal policies, the Board of Directors, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor.

**ARTICLE II
BOARD OF DIRECTORS**

2.0. Composition.

There is established a three (3) member Board of Directors of LTACC (the "Board"), which shall consist of the three (3) Village Managers (or Chief Administrative Officers) of each Initial Participating Agency, or his/her designee. The eligible designees shall be designated for each respective Participating Agency, in writing, by each of the Village Managers or Chief Administrative Officers of the Participating Agencies. As additional Participating Agencies are approved for membership to LTACC, their Village Manager (or Administrator or person holding the equivalent administrative management position) shall join the Board of Directors.

2.1. Chair, Vice-Chair and Secretary.

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.

The Village Managers (or Chief Administrative Officers), or their designees, shall serve as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first year)	La Grange Park
2nd Chair appointment (second year)	Western Springs
3rd Chair appointment (third year)	La Grange
4th Chair appointment (fourth year)	La Grange Park (or a new Participating Agency)

If another Participating Agency joins LTACC, its name shall be inserted at the end of the above rotating list, or as determined by the Board. The Village Manager (or Chief Administrative Officer), or his/her designee, of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list has served as Chair at least one time. When the Village Manager (or Chief Administrative Officer), or his/her designee, of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list. The Secretary to the Board shall be the Executive Director, or his/her designee, and 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 LTACC 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 of Directors; and
- D. Serve as one of the designated Freedom of Information Officers for LTACC; and
- E. Perform the above duties in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) (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 of Directors.

- 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. Other business may also be considered at the annual meeting. 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 a majority of a quorum of the 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 as otherwise provided for in this Agreement, a majority vote of the Board shall be necessary for the Board to act. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible member may vote on matters while in compliance with

the electronic participation rules below. If any Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Board, then the Participating Agency shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board until a successor is duly appointed and qualified.

2.5. Electronic Participation in Meetings.

In accordance with the OMA, members of the Board and the Operating 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 the Operating Board must comply with all of the applicable requirements of the OMA, as amended.
- C. **Quorum.** The Board and the Operating Board are 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 and the Operating Board 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 or the Operating 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 of Directors, after recommendation from the Executive Director and the Operating Board, which will provide additional direction and detail in regard to the governance of the LTACC. 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 OF THE BOARD OF DIRECTORS

3.0. Powers.

- A. The Board shall have all powers that are necessary or incidental to the establishment and operation of joint emergency dispatch and communications center(s) serving each of the Participating Agencies, including, but not limited to:
- (1) All powers conferred upon Emergency Telephone System Boards under 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)), including any future amendments to said statutes and regulations;
 - (2) The Board shall determine and approve the general policies for LTACC and may adopt a set of By-laws for LTACC, with prior consideration of recommendations from the Operating Board and the Executive Director;
 - (3) The Board shall approve any new members to LTACC by a two-thirds (2/3rds) vote;
 - (4) Receiving monies from any revenue source authorized by any federal or State law or any surcharge imposed by LTACC or any one of the Participating Agencies pursuant to applicable local, county, state or federal laws, the Emergency System Telephone 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.*), including any future amendments to said laws and statutes;

- (5) Authorization to spend the revenue and surcharge funds in accordance with applicable local, county, state or federal laws, Section 15.4 of the Emergency System Telephone 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.*), including any future amendments to said laws and statutes;
- (6) The purchase or lease or use of facilities for the Services to be provided under this Agreement, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (7) The hiring, directing, compensation, discipline and termination of an Executive Director whenever, in its judgment, the best interests of LTACC would be served thereby;
- (8) Approval of the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, including a salary and benefits plan for all LTACC personnel, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, and use of surcharge funds and wireless surcharge funds for the implementation and operation of the LTACC System by a two-thirds (2/3rds) vote of the Board, with prior consideration of recommendations from the Operating Board and the Executive Director;
- (9) Reallocate budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, based on the recommendations from the Operating Board and the Executive Director;
- (10) Determine and approve all the contributions due from all the Participating Agencies relative to the Start-Up Operating Budget, the Capital Implementation Budget, the Annual Budget, the non-refundable Capital and Operating Participation Fee and the Recapture Fee, and determine and approve any payments owed to any Participating Agency (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (11) Approve increases in any Capital Budget or Operating Budget that are attached to this Agreement or have otherwise been approved by the Board, as well as any increased contributions resulting from any increase in Capital Budget or Operating Budget, by a two-thirds (2/3rds) vote of the Board, when deemed necessary to further the purposes of the System, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (12) Determine and approve any revisions in the data used or the methodology for calculating each Participating Agency's share of LTACC's Annual Operating Costs, and the non-refundable Capital and Operating Participation Fee, when

authorized by the terms of this Agreement by a two-thirds (2/3rds) vote of the Board, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;

- (13) Approve five-year projection reports of capital equipment needs and costs and Operating Costs by a two-thirds (2/3rds) vote of the Board, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (14) Contract with other entities, organizations or units of government, including "Non-Members" of LTACC, for the use of LTACC facilities, equipment and Services and to approve appropriate rules and charges therefore, based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor and the recommendations from the Operating Board and the Executive Director;
- (15) 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;
- (16) Contract for the purchase of insurance and employee benefits, and otherwise 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;
- (17) Enter into contracts with collective bargaining units or organizations relative to the employment of dispatch personnel and other LTACC employees;
- (18) 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; and
- (19) Contracting with consultants, auditors and attorneys relative to LTACC matters as provided for in the Annual Budget.

- 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 Illinois Commerce Commission, and, after January 1, 2016, as required by the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police, and any subsequent amendments to said laws or regulations.

3.1. Prohibited Actions.

LTACC shall not have the power of eminent domain or the power to levy taxes.

ARTICLE IV FINANCES

4.1. Fiscal Year.

LTACC's fiscal year shall be from May 1st to April 30th of the next year.

4.2. Start-Up Operating Budget.

The Start-Up Operating Budget for the initial Start-up Operating Costs related to the operation of the Dispatch and Communication System ("System"), as contemplated by this Agreement, is set forth in Exhibit "A" attached to and made a part of this Agreement. The Board shall undertake their best efforts to establish the System serving the Participating Agencies at the earliest feasible date after the approval of this Agreement.

4.2.1. The amounts due pursuant to this Subsection from each Participating Agency shall be payable to LTACC on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event LTACC 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 Agency's percentage share of LTACC's Start-Up Operating Budget 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.

4.3. Capital Implementation Budget.

The Capital Implementation Budget for the initial Capital Implementation Costs related to the buildings, equipment and implementation of the System, as contemplated by this Agreement, is set forth in Exhibit "B" attached to and made a part of this Agreement. The amounts due pursuant to this Section from each Participating Agency shall be payable to LTACC on a date determined by the Board. In the event the number of Participating Agencies changes, or in the event LTACC 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 Agency's percentage share of LTACC's Capital Implementation Budget 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.

4.4. Allocation of Capital Implementation Costs.

A. The Capital Implementation Costs as outlined in the Capital Implementation Budget (Exhibit "B") shall be equally split between the Participating Agencies, unless otherwise determined by the Board. Each Participating Agency shall make its payment to LTACC on a date determined by the Board.

- B. If, after the date upon which the System serving the Participating Agencies is operational, there exists unspent funds in the Capital Implementation Budget, said funds shall be allocated to the Capital Equipment Fund or as otherwise directed by the Board.

4.5. Capital Equipment Fund.

- A. There shall be created a Capital Equipment Fund for the purpose of meeting the future Capital Equipment needs of LTACC. The Capital Equipment Fund shall only be used to pay Capital Costs and not be used to pay for Operating Costs. In the event of a dispute as to whether a cost is an Operating Cost or a Capital Cost, the dispute shall be decided by a majority of the Board. Based upon input from the Executive Director and the Operating Board, the Board shall, by a two-thirds (2/3rds) vote, approve a five-year projection of capital equipment needs and anticipated costs (“**Five Year Capital Equipment Plan**”) on an annual basis. The funding for the Five Year Capital Equipment Plan and the Capital Equipment Fund shall be chargeable to the Participating Agencies on an annual or periodic basis, as determined by the Board, and the funding allocation formula shall be pro-rated among them based on the Annual Operating Costs Allocation Formula set forth below at Subsection 4.6.C.
- B. Each approved Five Year Capital Equipment Plan and the Board’s annual determination of the amounts due for the Capital Equipment Fund from each Participating Agency shall be forwarded to the Mayor/President of each Participating Agency immediately upon its approval by the Board.

4.6. Allocation of Annual Operating Costs.

- A. **Initial Annual Operating Costs Allocation Formula.** For the period from the effective date of this Agreement to the end of the first full fiscal year, the percentage allocation of LTACC’s “Annual Operating Costs” to each Participating Agency shall generally be determined by averaging the following percentages for each Participating Agency:
 - (1) The percentage number equal to the number of Fire Department/EMS calls received by each Participating Agency divided by the total number of Fire Department/EMS calls received by all the Participating Agencies for the last quarter of 2014; and
 - (2) The percentage number equal to the number of full-time equivalent sworn police officers for each Participating Agency divided by the total number of full-time equivalent sworn police officers for all the Participating Agencies for the last quarter of 2014.
- B. A “**Start-Up Operating Budget**” 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. This Exhibit includes a chart establishing the respective contribution amounts due for each Participating Agency and includes the amount of each Participating Agency’s contribution(s), which amounts are based on each Participating Agency contributing an equal share. In the event the number of Participating Agencies changes prior to the end of the first fiscal year, or in the event LTACC 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 Agency's percentage share of LTACC'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.

- C. **Annual Operating Costs Allocation Formula.** Subject to Section 4.8. below, for the second full fiscal year beginning May 1, 2017 through April 30, 2018, and all subsequent fiscal years, the percentage of LTACC's total Annual Operating Costs chargeable to each Participating Agency will be based on:

The ratio of the total number of fire department/EMS and police calls received for each Participating Agency to the total number of fire department/EMS and police calls received by LTACC for the previous fiscal year.

In the event the number of Participating Agencies changes, or in the event LTACC 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 Agency's percentage share of LTACC'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.

4.7. Annual Budget.

The Board of Directors shall adopt an Annual Budget for the upcoming fiscal year at its April meeting each year. In addition, the Annual Budget process shall be handled as follows:

- A. The Executive Director shall prepare a proposed Annual Budget for the Board of Directors to review at the Board's January meeting each year. Copies of the proposed Annual Budget shall be delivered to each of the Directors at least five (5) calendar days in advance of the January meeting.
- B. The Board of Directors shall review the proposed Annual Budget and direct the Executive Director to make such modifications as the Board deems proper and advisable.

4.8. Establishment of Fees, Annual Service Fees and Cost-Sharing.

Subject to Sections 4.3., 4.4., 4.5. and 4.6. above, the Board of Directors, in its sole discretion, shall annually establish one or more levels of Annual Service Fees payable by each Participating Agency and any Non-Members. Subject to compliance with the Annual Cost Allocation Formulas of Sections 4.3., 4.4., 4.5. and 4.6. above, the Annual Service Fees shall be based on a formula(s) that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Initial Participating Agencies, and one or more other levels of Annual Service Fees and additional other charges payable by the Participating Agencies and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the LTACC pursuant to a service agreement.

- A. Cost-Sharing. Upon approval of the Annual Budget, the Board of Directors shall have the authority to fix cost-sharing charges for all Participating Agencies and Non-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 LTACC will be cost-shared by the Participating Agencies, based on one or more formulas as set forth in this Agreement or as determined by the Board of Directors, with input from the Executive Director, any LTACC-retained consultant and/or LTACC'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 LTACC's matching portion of a grant) of the LTACC, all Participating Agencies and Non-Members shall be obligated to timely pay any supplemental fees assessed by the LTACC as determined by the Board of Directors.
- C. Additional Costs. Whenever a Participating Agency or a Non-Member relocates its communication equipment and/or the communication equipment of the LTACC to another location, and/or adds additional communication equipment to the Participating Agency's or Non-Member's communication system, thereby increasing the LTACC's responsibilities, obligations or costs, any and all additional costs incurred by the LTACC as a result of the aforesaid relocation of communication equipment to the Participating Agency's or Non-Member's communication system, including, but not limited to, any costs to install communication lines, shall be paid solely by that Participating Agency or Non-Member. No Participating Agency or Non-Member of the LTACC shall relocate the equipment or property of the LTACC, or by any means increase the LTACC's annual capital costs or annual operational costs or long-term capital costs or long-term operating costs or such other responsibilities, obligations and/or costs, including, but not limited to, costs to be incurred by the LTACC for the purchase of new or additional equipment or technology, without first obtaining authorization from the LTACC's Board of Directors to relocate the LTACC's equipment and property and/or increase the LTACC's capital or operating costs, responsibilities or obligations. Any new equipment or additional equipment or technology and/or property acquired in accordance with this Agreement shall become the equipment/property of the LTACC, notwithstanding the fact that the existing Participating Agency or a Non-Member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Board of Directors, the LTACC shall pay the costs of maintaining the equipment/property once it is purchased and installed.
- D. Payment Due Date; Billing. The payment of Annual Service Fees shall be paid to the LTACC annually in four equal quarterly installments by the tenth (10th) calendar day of the month, following receipt of an invoice from the LTACC. Payment terms for the Annual Service Fees of each Non-Member, and any other fees and costs, shall be determined by the Board of Directors. The Executive Director will be responsible for issuing billing statements to all members and Non-Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Executive Director. In the event the number of Participating Agencies changes, or in the event LTACC

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 Agency's percentage share of LTACC's Annual Operating Costs and Annual Capital 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.

- E. Payment of Fees. Continued membership in the LTACC shall be contingent upon the payment by each Participating Agency of its established, mandatory Annual Service Fees and any additional fees and charges that may be established by the Board of Directors. Each Participating Agency and Non-Member shall take all required actions to authorize the timely payment of its Annual Service 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, any addendum or service agreement.
- F. Delinquent Account; Payment. Any Participating Agency or Non-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).
- G. Delinquent Account; Voting and Participation. Any Participating Agency who is delinquent in paying any uncontested Annual Service Fees and other required fees shall not be entitled to further voting privileges on the Board of Directors, nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Agency is also subject to the removal provisions set forth in Article VII (Personnel Matters) below.
- H. Expenses per the Annual Budget. After adoption of the Annual Budget by the Board of Directors, the Executive Director shall make expenditures in accordance with such Budget, subject to the provisions of this Agreement and any approved fiscal and investment policies.

4.9. Treasurer.

- A. Upon approval by the Board of Directors, the treasurer, the chief financial officer, the finance director or any of their functional equivalents of La Grange, La Grange Park or Western Springs shall serve as the treasurer of LTACC for a three year term ("Treasurer"). The Treasurer shall have no voting authority on matters regarding the LTACC and shall receive no additional salary or compensation for Services provided to the LTACC, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Agency 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 LTACC funds.
- (2) Provide on-going counseling to the Board of Directors, the Executive Director and the Operating Board in matters of fiscal policy and fiscal administration of the LTACC.
- (3) Make recommendations on investment policies and practices to the Board of Directors and the Executive Director.
- (4) Act as one of the required signatories of all of the LTACC'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 of Directors shall determine. The LTACC shall pay the bond premium.
- (6) Assist the Executive Director with the preparation of the Annual Budget, and the operating and capital budgets and financial reports.
- (7) Assist the Executive Director with the preparation and handling of requests for proposals for financial consultants and provide recommendations to the Board of Directors and the Executive Director 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 LTACC.

C. Financial Reports and Warrant List. The Treasurer shall provide to the Board of Directors, the Operating Board and the Executive Director a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board of Directors. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board of Directors.

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 a designated LTACC employee approved by the Board of Directors, with input by the Treasurer and the Executive Director.

E. Funds on Deposit. All monies received by LTACC 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 or the Executive Director consistent with his/her limited spending authority. All monies received by LTACC pursuant to a surcharge imposed by the Participating Agencies under any federal or State law shall be deposited and expended in accordance with applicable federal or State law. All monies received by LTACC pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) shall be deposited into a separate interest-bearing Emergency Telephone System Fund account at a bank designated by the Board. All monies received by LTACC 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 a separate interest-bearing Wireless Service Emergency Fund account at a bank designated by the Board. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from the Emergency Telephone System Fund or the Wireless Service Emergency

Fund, except upon direction of the Board. All expenditures from the Emergency Telephone System Fund 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 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 LTACC pursuant to any surcharge (or similar revenue stream authorized by law) collected by the LTACC 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.

4.10. Donated Personal Property and Services.

If any Participating Agency makes a donation of personal property or services to LTACC and the Board of LTACC, in its sole discretion, accepts said donation, then the donating Participating Agency may receive a credit against any amounts it owes under Section 4.5. (Capital Equipment Fund) of 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 subsection does not apply to the donation of initial start-up personal property and services by the Initial Participating Agencies.

4.11. Allocation of Costs and Responsibilities for LTACC Equipment and Property and Participating Agency Equipment and Property.

The respective Participating Agencies agree to convey title and LTACC agrees to assume ownership and responsibility for acquiring and maintaining certain equipment and personal property that will be used directly or indirectly in the operation of the System, as set forth on the Equipment Inventory and Personal Property Chart attached hereto as Exhibit "C" and made a part hereof. In the event that certain equipment or property is not listed on the attached Chart, LTACC shall assume ownership and responsibility for acquiring and maintaining such equipment and personal property at the time that the Participating Agency makes the equipment or personal property available for use by LTACC. One or more bills of sale executed by the Participating Agency and LTACC shall be used to confirm the conveyance of ownership of all such equipment and personal property referenced above.

4.12. Credit for Surcharge Payments.

- A. **Emergency Telephone System Fund.** Subject to each Participating Agency using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current 2015/2016/2017 ETSB budgets, each Participating Agency 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 Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* ("Surcharge Funds") to LTACC for use by LTACC for allowable purposes under the Emergency Telephone System Act, as amended, or other applicable laws. Each Participating Agency shall be credited for the deposit of its Surcharge Funds into LTACC's Emergency Telephone System Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating Agency. All expenditures of Surcharge Funds deposited into LTACC's Emergency Telephone System Fund shall

be used in compliance with Subsection 15.4(c) of the Emergency Telephone System Act, as amended, or other applicable laws. Surcharge Funds retained by a Participating Agency shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Emergency Telephone System Act and the Participating Agency'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 Emergency Telephone System Act.

- B. **Wireless Service Emergency Fund.** Subject to each Participating Agency using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their current 2015/2016/2017 ETSB budgets, each Participating Agency 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 LTACC for use by LTACC for allowable purposes under 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. Each Participating Agency shall be credited for the deposit of its Wireless Surcharge Funds into LTACC's Wireless Emergency Telephone System Fund or its Prepaid Wireless 9-1-1 Surcharge Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Participating Agency. All expenditures of Wireless Surcharge Funds deposited into LTACC's Wireless Emergency Telephone System Fund and the Prepaid Wireless 9-1-1 Surcharge Fund 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 Agency 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 Agency'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 JETSB is formally certified by the ICC or the Illinois Department of State Police, each Participating Agency's local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Agencies, as required by the Emergency Telephone System Act. Once certified, the JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Participating Agency in accordance with the applicable laws noted above in this Section 4.12, and shall expend each Participating Agency's local ETSB funds on behalf of each Participating Agency consistent with the budgeted items or obligations that exist in their respective current 2015/2016/2017 ETSB budgets. Subject to Subsection 4.12(A and B) above, the balance of such funds shall be paid over to the LTACC's Emergency Telephone System Fund and LTACC's Wireless Emergency

Telephone System Fund for use by the LTACC for allowable purposes under applicable laws.

4.13. Audits.

The Board shall cause an annual audit of the financial affairs of LTACC 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 LTACC 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 Agency within thirty (30) calendar days of receipt by the LTACC.

4.14. Fiscal Policies.

The Board of Directors 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.

4.15. 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 of Directors.

4.16. Authorized Signatories.

The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the LTACC maintains accounts: (1) Chair of the Board of Directors; (2) Vice-Chair of the Board of Directors; (3) Executive Director; and (4) Treasurer. There shall be a "two signatory requirement" policy for authorizing any transfer and withdrawal of LTACC funds or executing any checks or other instruments that draw LTACC funds out of any bank, title or trust companies, depositories or other financial institution at which the LTACC maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals.

4.17. Contract Signatories.

The Board of Directors 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 LTACC. Such authority may be general or confined to specific Board-approved instances.

4.18. Loans.

No loans shall be procured on behalf of the LTACC and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

4.19. Termination of Operation of Local Emergency Telephone System Board by Participating Agencies.

In accordance with 50 ILCS 750/15.4(e), as a condition of approval of and participation under this Agreement, each Participating Agency shall no longer continue to operate its local ETSB and shall adopt an ordinance that provides for the termination of its local ETSB, effective only upon the creation of the LTACC and the regulatory approval of the LTACC and LTACC's JETSB by the ICC or the 9-1-1 Administrator.

**ARTICLE V
OPERATING BOARD AND JETSB**

5.0. Composition – Operating Board.

There is established an Operating Board of the LTACC, which shall be organized and consist of the following voting representatives: (1) one (1) representative from the police department of each Participating Agency; and (2) one (1) representative from the fire department of each Participating Agency. The representatives from each fire department and each police department of each Participating Agency shall not have a defined term, but may be replaced by the corporate authorities of the respective Participating Agency in accordance with applicable state law (See, 50 ILCS 750/4). Each Participating Agency (through its corporate authorities) shall designate its police department and fire department representatives, and one (1) set of alternate representatives, in a written communication from the Village Manager, and forward said communication to the Board of Directors and the Executive Director. The designated public safety representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above. The Operating Board shall meet on a monthly basis, or more frequently, if necessary.

One (1) member of the Operating Board shall be appointed by the remainder of the Operating Board to serve as Chair on a rotating, annual basis, in the following order:

1st Chair appointment (first year)	La Grange
2nd Chair appointment (second year)	La Grange Park
3rd Chair appointment (third year)	Western Springs
4th Chair appointment (fourth year)	La Grange (or a new Participating Agency)

If another Participating Agency joins LTACC, its name shall be inserted at the end of the list, or as determined by the Board. The representatives of the new Participating Agency shall not be eligible to serve as Chair until each of the preceding Participating Agencies on the list have served as Chair at least one time. When one of the representatives of the last Participating Agency on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Agency at the top of the list.

5.0.1. Composition – Joint Emergency Telephone System Board.

The members of the Operating Board shall also serve as members of LTACC's Joint Emergency Telephone System Board ("JETSB"), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*). The JETSB shall be organized and governed as set forth in below in Subsections 5.1 through 5.4. The statutory powers and duties of the JETSB are set forth in the Emergency Telephone

System Act (50 ILCS 750/1 *et seq.*) and the JETSB shall comply with applicable laws and the LTACC procurement policy in regard to its expenditures of the Surcharge Funds and any other funds that are within its statutory jurisdiction. The Operating Board shall appoint one (1) public member to the JETSB, who shall meet the eligibility criteria of the Emergency Telephone System Act (50 ILCS 750/4) (as of the effective date of this Agreement: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the LTACC). The public member: (a) shall be appointed for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an employee of any of the Participating Agencies.

5.1. Chair, Vice-Chair and Secretary.

The Operating 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 Operating Board. 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 Operating Board shall appoint a Chair pro-tem to undertake the duties of the Chair for that particular meeting. The Executive Director, or his/her designee, shall serve as Secretary to the Operating Board and shall:

- A. Take and keep the minutes of the meetings in a binder provided for that purpose;
- B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law;
- C. Be custodian of the records of the Operating Board and perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned;
- D. Serve as one of the designated Freedom of Information Officers for LTACC; and
- E. Perform the above duties in accordance with the OMA.

In the absence of the Secretary, the Operating Board shall designate a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

5.2. Meetings of the Operating Board.

- A. The Operating 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. Other business may also be considered at the annual meeting. The Operating Board shall meet on a monthly basis or shall meet as often as deemed necessary.
- B. Special meetings of the Operating Board may be called by the Chair, by the Executive Director or by a majority of a quorum of its 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 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 Operating Board until the Operating Board establishes its own rules of proceeding.
- D. No Operating Board member shall receive any compensation for serving as an Operating Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Operating Board.

5.3. Quorum.

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

5.4. Voting Requirements.

Except as otherwise provided for in this Agreement, a majority vote of the Operating Board shall be necessary for the Operating Board to act. Each Operating Board member shall have one (1) vote. No written or oral proxy votes or absentee voting shall be permitted, except that an absent member may vote on matters while in compliance with the electronic participation rules set forth in Section 2.5. above. If any Operating Board member fails to retain the status necessary to serve on behalf of the Participating Agency that he/she represents on the Operating Board, then the Participating Agency shall inform the Board and the Operating Board of this fact and designate an otherwise qualified representative to serve on the Operating Board until a successor is duly appointed and qualified.

5.5. Powers and Duties of the Operating Board.

The Operating Board shall make recommendations to the Executive Director and the Board concerning the establishment and operation of the joint emergency dispatch and communications center(s) serving each of the Participating Agencies. The Operating Board shall review, consider and make recommendations to the Executive Director and the Board on matters which include but are not necessarily limited to:

- A. The planning and establishment of a joint "9-1-1 Dispatch System" serving the Participating Agencies;
- B. The implementation, upgrading and maintenance of the System and the establishment of equipment specifications and coding systems;
- C. The planning and establishment of a joint Public Works Communications System serving the Participating Agencies, including provisions for call outs and the receipt and communication of public works alarms;

- D. The establishment of standard operating practices and procedures for the System, including identifying and handling of local services that may be unique to one or more Participating Agencies;
- E. The purchase or lease or use of facilities for the Services to be provided under this Agreement;
- F. Establishment of employment policies and staffing requirements;
- G. The purchase of equipment, software, hardware and other business-related technology in accordance with the Annual Budget;
- H. Establishment of an Annual Operating Budget and Capital Budget for the implementation and operation of the System, and five-year projections of capital equipment needs and anticipated costs and Operating Costs;
- I. Contracts with other entities, organizations or units of government for use of LTACC facilities, equipment and Services and appropriate rules and charges therefore;
- J. Reallocation of budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, with prior consideration of recommendations from the Board of Directors and the Executive Director;
- K. Prepare recommendations to the Board of Directors regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, and the Recapture Fee (based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor);
- L. Determine adjustments in any Capital Budget or Operating Budget that is attached to this Agreement or has otherwise been approved by the Board as well as any adjustments to contributions resulting from any changes in the Capital Budget or Operating Budget;
- M. Determine any revisions in the data used or the methodology for calculating each Participating Agency's share of LTACC's Annual Operating Costs when authorized by the terms of this Agreement by a two-thirds (2/3rds) vote of the Board; and
- N. All recommendations of the Operating Board must be approved by the Board before being implemented.

The Operating Board shall have authority to approve contracts or enter into agreements for the following activities:

- A. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code, including any future amendments to said statute. Public notice and competitive bids shall not be required for any contract which any one party to

this Agreement could by law enter into without public notice and competitive bid, relative to matters contained in the Annual Budget.

- B. Approval and payment of a monthly warrant list including all bills, invoices and statements that relate to budgeted expenses.
- C. Approval of the use of the Surcharge Funds and Wireless Surcharge Funds, and other funds received by the LTACC as allowed by applicable law, in accordance with the Annual Budget and applicable law, including the authorized expenditures set forth in Section 35 of the Emergency Telephone System Act (50 ILCS 750/35), as amended.

ARTICLE VI EXECUTIVE DIRECTOR

6.0. Creation of Position.

The Board shall hire a full-time Executive Director to serve as the administrative head of LTACC. The Executive Director shall be responsible for the day-to-day operations of LTACC and shall report directly to the Board and the Operating Board.

6.1. Executive Director's Duties.

Subject to the policies established by the Board, and within the limits fixed by an approved Annual Budget, the Executive Director shall oversee and direct the daily operating affairs of LTACC. The Executive Director's duties shall also include:

- A. To enforce, to administer and to make operative the policies and directives of LTACC as established by the Board and the Operating Board;
- B. Attendance at all meetings of the Board and all meetings of the Operating Board and to report at the meetings, as needed, and to serve as Secretary to those Boards;
- C. Preparation for review by the Board of Directors and the Operating Board of draft Annual Budgets and annual projections of revenue, capital equipment needs and anticipated operating costs for the next five (5) years, including recommendations in regard to the annual Capital Budget, the annual Operating Budget, and funding levels for the Capital Equipment Fund and the Reserve Fund, and the use of the Surcharge Funds, the Wireless Surcharge Funds and other LTACC revenues ("**Five Year Revenue and Expense Plan**");
- D. Prepare annual recommendations, including financial calculations, for review by the Board of Directors and the Operating Board regarding contributions due from all the Participating Agencies relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, the Recapture Fee (based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC's auditor) and the use of Surcharge Funds and Wireless Surcharge Funds, and other LTACC revenues;

- E. Timely submission of invoices to the Participating Agencies setting forth the payments due;
- F. Monitoring LTACC's budget and the submission of regular reports to the Board and the Operating Board comparing actual expenditures with budgeted expenditures;
- G. Making recommendations to the Board concerning the implementation, operation and staffing levels of LTACC, including on-going training of employees, and then implement the directives;
- H. To hire, evaluate, promote, demote, discipline and/or terminate employees of LTACC in accordance with the policies and procedures of the LTACC and any governing labor contracts and applicable laws;
- I. Receive and consider input from the Board and the Operating Board concerning the implementation and operations of LTACC and act on such input as deemed appropriate;
- J. Implement the direction and policies approved by the Board of Directors, including the coordinating and supervision of the implementation, and upgrading and maintenance of the System serving the Participating Agencies;
- K. Assist the Operating Board in the establishment of standard operating practices and procedures and training protocols for the System and LTACC's employees;
- L. Serve as one of the designated Freedom of Information Officers for LTACC;
- M. For day-to-day issues and questions, the Executive Director shall consult with the Chair of the Operating Board;
- N. Decide any disputes that may arise under this Agreement pursuant to Section 10.3. (Dispute Resolution; Negotiation) below; and
- O. Perform all duties of the Executive Director, as assigned, and any other duties and assignments as directed by the Board and the Operating Board.

6.2. Expenditure of Funds.

The Executive Director, or his/her designee, shall have the authority to:

- A. Expend funds on behalf of LTACC to purchase budgeted services, equipment and supplies in an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00).
- B. In the event of an emergency that jeopardizes LTACC's continued ability to operate, the Executive Director shall have the authority to expend an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00), regardless of whether the expense has been budgeted, after first giving notice to the Chair of the Board and the Chair of the Operating Board.

- C. Transfer funds in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) within line items of the annual budget in order to meet unanticipated or emergency needs of the LTACC. Such transfers shall be reported to the Board of Directors and the Treasurer in the Executive Director's next monthly report and shall be included in any budget amendments prepared by the Treasurer and approved by the Board of Directors at least on an annual basis.

6.3. Executive Director's Offices.

The Executive Director's offices shall be in the same facility as the LTACC Dispatch Center (as defined in Section 12.0. below).

**ARTICLE VII
PERSONNEL MATTERS**

7.0. LTACC Personnel.

The Board shall determine the number and job descriptions of persons employed by LTACC, as recommended by the Executive Director. All employees shall solely be employees of LTACC and not employees of any Participating Agency. LTACC shall provide wages, health insurance benefits and such other employment benefits to its employees as deemed advisable by the Board. The Board shall apply to the Illinois Municipal Retirement Fund to request that the employees become members of and receive the benefits provided by said Fund. LTACC and each of the Participating Agencies are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

7.1. Illinois Municipal Retirement Fund (IMRF).

- A. **LTACC.** The Board of Directors and the Executive Director shall take the necessary actions to have LTACC apply to become a member of the Illinois Municipal Retirement Fund ("IMRF"), including the performance of a costs study as required by IMRF and the adoption of a "Resolution for Participation in IMRF" (IMRF Form 1.12) and appoint an authorized agent, who shall be the Executive Director.
- B. **Initial Participating Agencies.** At the same public meeting that each Participating Agency approves this Agreement, each of the Participating Agencies shall also take all corporate action necessary to authorize and facilitate the transfer of existing dispatch employees employed by the Participating Agency to being employees of LTACC for purposes of remaining within the IRMF.
- C. **IMRF Obligations.** If this Agreement is terminated by all Parties, the Participating Agencies shall be responsible for any continuing IMRF employer obligations, as required by law, during the wind-down phase of LTACC. The cost of any continuing IMRF employer obligations shall be allocated per an agreed to costs sharing formula as determined by the Board. If any Participating Agency discontinues being a member of LTACC for any reason, that former Participating Agency shall be obligated to pay its share of the continuing IMRF employer obligations for the time period of its membership.

7.2 Provision of Group Health Insurance and Group Life Insurance Benefits.

The Board of Directors and the Executive Director will take necessary actions to have the LTACC obtain group health insurance and group life insurance benefits from a health insurance company and a life insurance company that are licensed to do business in the State of Illinois for the benefit of its employees, and, if applicable, their spouses and dependents. The LTACC reserves the right to enter into one or more intergovernmental agreements with any of the Participating Agencies or any other unit of local government for the purpose of allowing its employees, and, if applicable, their spouses and dependents, to (a) be covered under group health insurance and group life insurance benefit policies provided for by the Participating Agency or other unit of local government; or (b) to participate in a health insurance cooperative for purposes of obtaining group health insurance and group life insurance benefits. Support for such an intergovernmental health insurance cooperative arrangement is based on the following factors of the Initial Participating Agencies: (a) they are similarly constituted and operated non home rule units of local government; (b) they are taxing bodies located in Cook County, Illinois; (c) they share the common objective of delivering high quality 911 dispatch services through consolidation of resources and personnel; and (d) all of their employees are currently covered under the same health insurance benefits plan provider (Blue Cross / Blue Shield of Illinois).

7.3. Information Technology (IT) and Specialty Services.

LTACC's System must be operational and functional on a 24/7 basis and, therefore, the Board, the Operating Board and the Executive Director agree to cooperate in the retention and/or employment of competently trained and skilled employees and/or outside consultants who have expertise in information technology (IT) and specialty services to manage, maintain, repair and replace all of the LTACC's communications and data delivery equipment, computers, phones, software, hardware and any other related components of the System.

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

- A. Attendance. Any member of the Board of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or Operating Board) who is absent from the regular meetings of such Board, Committee or subcommittee for three (3) consecutive regular meetings of such Board, Committee or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to a majority of the Board, Committee 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 of Directors. In addition, any member of the Board of Directors, Operating 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 of Directors. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board of Directors 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 of Directors shall request. If, after a hearing, a majority of the Board of Directors in attendance votes 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 Agency 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 of Directors or the Operating Board or any subcommittee (as established by the Board of Directors or the Operating Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board of Directors or the Operating Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to a majority of the Board, Operating Board 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 of Directors. At least seven (7) days written notice of the date, time and location of the hearing before the Board of Directors 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 of Directors shall request. If, after a hearing, a majority of the Board of Directors votes 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 Agency may then designate a replacement (someone other than the person who has been removed) to serve in that position.

ARTICLE VIII INSURANCE

8.0. Required Insurance Coverage.

Upon approval of this Agreement, the Executive Director shall prepare and file an application on behalf of LTACC for membership to the Intergovernmental Risk Management Agency ("IRMA") or such other self-insured risk management association or prepare and file an application for insurance coverage with commercial insurers as directed by the Board of Directors.

The Board shall 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; (2) property insurance coverages sufficient to cover the replacement value of LTACC's equipment, facilities, software, and other assets; (3) general liability coverages with limits of liability of at least Ten Million and No/100 Dollars (\$10,000,000.00) 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; (6) any other type of insurance required for the operation of LTACC. LTACC's liability insurance 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 LTACC, the members of LTACC's Board of Directors and the Operating Board in connection with any alleged acts or omissions in connection with their lawful activities on behalf of LTACC. The Participating Agencies shall be named as additional insureds on all liability coverages maintained by LTACC. 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 LTACC's participation in an intergovernmental self-insured risk pool or the commercial market.

**ARTICLE IX
ADDITIONAL MEMBERS**

9.0. Eligibility.

All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, 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 LTACC, as provided herein.

9.1. 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 of Directors 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 LTACC of a certified copy of a duly enacted resolution 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 LTACC;
- C. Payment to LTACC of a “non-refundable Capital and Operating Participation Fee” that relates to a portion of the Capital Costs incurred in the establishment of LTACC and a portion of the ongoing Operating Costs of LTACC that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Participating Agencies, as determined by the Board based on information provided by the Executive Director, any LTACC-retained consultant and/or LTACC’s auditor. The use of any additional Capital Costs received from a new member shall be determined by the Board with input from the Executive Director, any LTACC-retained consultant and/or LTACC’s auditor;
- D. Timely payment of all fees, costs and financial obligations required by this Agreement, an addendum or as determined by the Board;
- E. The Board’s determination that LTACC can adequately serve the new member without diminishing the ability of LTACC to continue to serve the other Participating Agencies; and
- F. Approval by a two-thirds (2/3rds) vote of the Board.

**ARTICLE X
WITHDRAWAL, TERMINATION AND DISSOLUTION**

10.0. Voluntary Withdrawal.

An Initial Participating Agency 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 LTACC, subject to the below conditions in this Section. All other Participating Agencies may, at any time after twenty-four (24) months after joining LTACC, give written notice of its intent to withdraw from LTACC, 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 LTACC fees and costs through the effective date of its withdrawal or the end of its allocated share of all LTACC financial obligations;
 - (2) Any contractual obligations it has signed separately with LTACC; and
 - (3) The Recapture Fee, as determined by the Board with input from the Executive Director, any LTACC-retained consultant and/or LTACC'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 LTACC as set forth herein.

10.1. Involuntary Withdrawal.

- A. Upon a two-thirds (2/3rds) vote of the Board of Directors, a Participating Agency's participation in the LTACC 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 Agency or any of its employees, agents, contractors or representatives that violates any of the terms of this Agreement, any adopted By-laws, or its service agreement or other applicable laws or governmental regulations.
 - (3) Non-compliance with or conduct by the Participating Agency or any of its employees, agents, contractors or representatives that violates any protocols, orders, directives of the Board of Directors, the Operating Board, the Executive Director, or industry standards or applicable laws or governmental regulations in regard to the operation of the LTACC or the System or the participation within the System.

Prior to taking a vote to terminate for an uncured default, the Board of Directors shall provide to the Participating Agency an opportunity to have its alleged default resolved pursuant to the provisions of Section 10.3. (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 LTACC as set forth herein, or the refusal or failure of any Participating Agency to be bound by any obligations of LTACC, 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) the Board of Directors.
 - (2) Upon withdrawal, the withdrawing Participating Agency shall continue to be responsible for:
 - a. Its share of all LTACC fees and costs and its allocated share of all LTACC financial obligations required by this Agreement for a one (1) year period commencing as of the date that the Board of Directors votes to terminate the membership of the Participating Agency;
 - b. Any contractual obligations it has signed separately with LTACC; and
 - c. The Recapture Fee.

10.2. Termination and Dissolution.

- A. If the Board determines that the withdrawal of a Participating Agency reduces the number of Participating Agencies to less than that feasible to keep LTACC operational, or upon the vote of two-thirds (2/3rds) of the Participating Agencies 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 LTACC, remaining funds shall be distributed among those Participating Agencies who were active members of the LTACC at the time of termination or dissolution, in proportion to their respective payments to the LTACC during the preceding three (3) years. The Participating Agencies shall share equally in all costs pertaining to debts and liabilities of the LTACC and any other costs associated with terminating the operations of the LTACC and the dissolution of LTACC. As part of a dissolution of the LTACC and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies 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 Agencies shall cooperate to wind down the LTACC as follows:
- (1) The fixed assets of the LTACC 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 Agencies at the time of dissolution in proportion to their average respective Annual Service Fees paid 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 by all active Participating Agencies, at the time of dissolution, in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years.

- (2) All Participating Agencies shall share on a proportionate basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the LTACC and any other costs, fees and charges associated with terminating the operations of LTACC and the dissolution of the LTACC.
- (3) As part of a dissolution of the LTACC and a termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Agencies who are subject to the Recapture Fee. The Board of Directors, with input from the Executive Director, any LTACC-retained consultant and/or LTACC'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 Agency which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

10.3. Withdrawal of Participating Agency or Dissolution of LTACC; Surcharge Funds.

Upon withdrawal of a Participating Agency or the dissolution of the LTACC, all monies that are allocated or attributable to the Participating Agency that are received or collected prior to or after the effective date of the withdrawal or termination to pay for the operation and maintenance of LTACC's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), shall be made available to the Participating Agency for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Agency's debts, liabilities and obligations pertaining to its participation in LTACC or its withdrawal from LTACC or the dissolution of LTACC have been fully paid.

10.4 Dispute Resolution; Negotiation.

The Participating Agencies desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of a Participating Agency in LTACC or litigation. Accordingly, the Participating Agencies agree to engage in good faith negotiations to resolve any such dispute. If any Participating Agency has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding a Participating Agency'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 of Directors, the Operating Board, the Executive Director or one or more Participating Agencies) shall be served on the Executive Director and upon the Participating Agency at issue as provided in Article XVI of this Agreement. 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 Executive Director 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 Executive Director 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 Executive Director shall update the Board of Directors and the Operating Board on the status of such dispute resolution efforts.

ARTICLE XI CONTRACTS

11.0. Execution of Contracts.

The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of LTACC, and such authority may be general or confined to specific instances.

ARTICLE XII DISPATCH CENTER AND FACILITIES

12.0. LTACC Dispatch Center - Primary.

The Village of La Grange currently operates a full service dispatch center from a facility located at 304 West Burlington Avenue, La Grange, Illinois (the "La Grange Dispatch Facility"). Under this Agreement, the La Grange Dispatch Facility shall be the primary site where LTACC dispatchers and other LTACC employees work on a daily basis and provide Dispatch Services (referred to as the "LTACC Dispatch Center" or "LTACC Dispatch Center #1").

12.1. LTACC Dispatch Center - Alternate.

The Village of Western Springs currently operates a full service dispatch center from a facility located at 740 Hillgrove Avenue, Western Springs, Illinois (the "Western Springs Dispatch Facility"). Under this Agreement, the Western Springs Dispatch Facility shall be used as the primary storage facility for all of the computer servers and other technology necessary to operate the System. The Western Springs Dispatch Facility shall serve as the back-up dispatch facility for purposes of performing Dispatch Services (referred to as "LTACC Dispatch Center #2").

12.2. Provision of Dispatch Services.

Dispatch Services shall be provided by the LTACC Dispatch Center in accordance with the LTACC Dispatch Center Policies and Procedures Manual, as adopted, maintained and updated by the Board upon recommendation of the Executive Director and the Operating Board. A copy of the LTACC Dispatch

Center Policies and Procedures Manual shall be incorporated by reference into this Agreement and made a part hereof.

12.3. Lease of LTACC Dispatch Center #1 and LTACC Dispatch Center #2.

For the duration of this Agreement, the Village of La Grange agrees to lease LTACC Dispatch Center #1 and all of its fixtures and existing equipment to LTACC, for \$1.00 per year, for use in accordance with the terms of this Agreement. For the duration of this Agreement, the Village of Western Springs agrees to lease LTACC Dispatch Center #2 and all of its fixtures and existing equipment to LTACC, for \$1.00 per year, for use in accordance with the terms of this Agreement. Under the leasehold interests that are created by this Agreement, LTACC and its officials, officers and employees shall have a right of access in LTACC Dispatch Center #1 and LTACC Dispatch Center #2 for purposes of maintaining and operating the System and complying with the obligations of this Agreement. Upon termination of this Agreement, the leasehold interests and rights of access that are created by this Agreement that pertain to LTACC Dispatch Center #1 and LTACC Dispatch Center #2 shall terminate without further notice or action by LTACC or any Participating Agencies.

- A. **Termination of Agreement.** At the time of termination of this Agreement, title to any and all fixtures, equipment, software or hardware relating to the System or to LTACC's operations that are installed or located within LTACC Dispatch Center #1 and LTACC Dispatch Center #2 shall automatically be declared by LTACC to be surplus property and shall be conveyed to the then-owners of LTACC Dispatch Center #1 and LTACC Dispatch Center #2, subject to payment of Recapture Fees by the Participating Agencies who own those buildings. Unless otherwise agreed to in writing, LTACC and the other Participating Agencies shall not obtain any ownership rights or access rights (beyond the lease-access rights contained in this Agreement) in LTACC Dispatch Center #1 and LTACC Dispatch Center #2.

- B. **Termination or Withdrawal by La Grange or Western Springs.** In the event that La Grange or Western Springs withdraws from or terminates its participation in the LTACC, then the respective lease arrangements provided by this Agreement for the LTACC Dispatch Center #1 or the LTACC Dispatch Center #2 shall also terminate. Title to any and all fixtures, equipment, software or hardware relating to the System or to LTACC's operations that are installed or located within LTACC Dispatch Center #1 or LTACC Dispatch Center #2 shall automatically be declared by LTACC to be surplus property and shall be conveyed to the then-owners of LTACC Dispatch Center #1 or LTACC Dispatch Center #2, subject to payment of Recapture Fees by the Participating Agencies who own those buildings.

12.4. Training of Dispatch Center Personnel.

All LTACC Dispatch Center employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Executive Director, in all technical areas and disciplines relating to the provision of the Dispatch Services and the use of all Dispatch Center equipment, computers and other technology in accordance with applicable laws and regulations and the LTACC Dispatch Center Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1

regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").

12.5. NET-WEST Radio Transmission Intergovernmental Cooperation Agreement ("NET-WEST IGA").

The Initial Participating Agencies are members of the NET-WEST IGA for purposes of operating a police department-related radio frequency transmission system ("RFTS"). The Village of Brookfield is also a member of the NET-WEST IGA. In regard to the NET-WEST IGA and the RFTS, the Initial Participating Agencies agree that the Board of Directors, with input from the Executive Director and the Operating Board, shall explore and implement one of the following options:

- **Option #1:** Assign the NET-WEST IGA to LTACC and have LTACC take over the FCC radio license, equipment and operations. The NET-WEST IGA participants shall continue to receive radio system services and be obligated per the cost sharing terms of the NET-WEST IGA. LTACC would replace La Grange Park under the NET-WEST IGA in regard to all aspects of operations and maintenance of NET-WEST's RFTS.
- **Option #2:** Terminate the NET-WEST IGA and have those radio services performed by LTACC. LTACC would acquire La Grange Park's federal FCC radio license or apply for its own. LTACC and the Village of Brookfield would enter into a new agreement regarding police radio services.
- **Option #3:** Leave the NET-WEST IGA in place.

12.6. Registration and Certification.

The Executive Director, or his/her designee, shall communicate with and prepare and file all required documents with the Illinois Commerce Commission (pre-January 1, 2016) or the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police (post-January 1, 2016) and such other local, county, state and federal regulatory agencies to obtain and then maintain and update LTACC's regulatory registrations, certifications, licenses and approvals.

12.7. Accreditation.

The Board of Directors, with input from the Operating Board and the Executive Director, will explore and evaluate options for applying for and receiving accreditation status from national and State recognized accreditation organizations that pertain to the Services performed by the LTACC. The Board of Directors will determine the timetable for pursuing accreditation from one or more accreditation organizations after evaluating and determining that LTACC has adequate staffing and budgetary resources to pay for the costs associated with achieving and maintaining accreditation status.

**ARTICLE XIII
INDEMNIFICATION**

13.0. Indemnification Generally.

LTACC shall indemnify, defend and hold harmless any person who was or is made a party to a pending or completed action, suit or proceeding by reason of the fact that he/she is or was an appointed or designated representative (e.g., the treasurer, the chief financial officer, the finance director, the fire chief, the police chief, IT staff), liaison, director, officer, committee member, employee, volunteer or agent of LTACC, against and from any expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, if he/she acted in good faith on behalf of the interests of LTACC. The determination of whether an individual acted in good faith on behalf of the interests of LTACC shall be made by a majority vote of a quorum of the Board. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law.

13.1. Indemnification – La Grange.

To the fullest extent permitted by law, La Grange agrees to defend, indemnify and hold each of the other Participating Agencies and their respective appointed and elected officials, employees, volunteers, contractors and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of La Grange, its respective appointed and elected officials, employees, volunteers, contractors and agents, in the performance of or with relation to any of the work or services to be performed or furnished by or on behalf of La Grange under this Agreement, except to the extent caused by the sole negligence of one or more of the other Participating Agencies.

13.2. Indemnification – La Grange Park.

To the fullest extent permitted by law, La Grange Park agrees to defend, indemnify and hold each of the other Participating Agencies and their respective appointed and elected officials, employees, volunteers, contractors and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of La Grange Park, its respective appointed and elected officials, employees, volunteers, contractors and agents, in the performance of or with relation to any of the work or services to be performed or furnished by or on behalf of La Grange Park under this Agreement, except to the extent caused by the sole negligence of one or more of the other Participating Agencies.

13.3. Indemnification – Western Springs.

To the fullest extent permitted by law, Western Springs agrees to defend, indemnify and hold each of the other Participating Agencies and their respective appointed and elected officials, employees, volunteers, contractors and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of Western Springs, its respective appointed and elected officials, employees, volunteers, contractors and agents, in

the performance of or with relation to any of the work or services to be performed or furnished by or on behalf of Western Springs under this Agreement, except to the extent caused by the sole negligence of one or more of the other Participating Agencies.

13.4. Indemnification - New Participating Agencies and Non-Members.

Each new Participating Agency shall be obligated to sign an addendum to this Agreement in order to participate in LTACC, and such addendum shall obligate the new Participating Agency to all of the terms of this Agreement, including the above Indemnification provision. The service agreement for each Non-Member shall contain indemnification provisions that are consistent with this Article.

**ARTICLE XIV
PUBLIC WORKS / ESDA / ADMINISTRATIVE DISPATCHING**

14.0. Other Dispatching Services.

Subject to an evaluation by the Operating Board of LTACC's capabilities and its ability to deliver such dispatching services and their associated additional costs to LTACC, each Participating Agency may receive public works services, management services and/or administrative services from LTACC, in the discretion of the Board of Directors. If there are additional costs to deliver such dispatching services, the Board of Directors shall determine the allocation of payment of such costs based on a recommendation of the Operating Board.

**ARTICLE XV
LEAD AGENCY**

15.0. Lead Agency.

Subject to approval by the Board of Directors, the LTACC may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the LTACC and other third parties, including any of its Participating Agencies.

15.1. Intergovernmental Arrangements.

Subject to approval by the Board of Directors, the LTACC may enter into appropriate intergovernmental agreements with one or more Participating Agencies or with other third parties for any lawful, public purposes.

**ARTICLE XVI
MISCELLANEOUS**

16.0. Limitation of Liability.

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

16.1. Member Equipment.

Each Participating Agency shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Agency and not a benefit to LTACC as a whole. Examples of such unique equipment include, but are not limited to, squad car, ambulance and fire equipment radios, wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Participating Agency or by LTACC shall be resolved by the Board.

16.2. Amendment.

This Agreement may not be amended, except by written addendum or amendment duly authorized and adopted by the Corporate Authorities of each Participating Agency who desire to continue to participate in this Agreement.

16.3. Duration.

This Agreement and LTACC shall continue in effect until terminated as provided herein.

16.4. Remedies.

Since the purpose of this Agreement is to provide communications services on an ongoing basis, 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 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.

16.5. Assignment.

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

16.6. Severability.

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.

16.7. Notices.

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 Village President or the Village Administrator/Village Manager. 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.

16.8. Headings.

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 VILLAGE OF LA GRANGE

IN WITNESS WHEREOF, the below authorized official of the Village of La Grange has signed this Agreement pursuant to legal authorization granted to him 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 a resolution by the Corporate Authorities of the Village of La Grange.

Village of La Grange



Thomas E. Livingston, Village President

Date: 11/23/15, 2015

Attest:



John Burns, Village Clerk

Date: November 23th, 2015

RESOLUTION NO. 15-13

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO
BY THE VILLAGES OF LA GRANGE, LA GRANGE PARK AND WESTERN SPRINGS
TO ESTABLISH AN INTERGOVERNMENTAL COOPERATIVE VENTURE KNOWN AS
THE "LYONS TOWNSHIP AREA COMMUNICATIONS CENTER" FOR THE OPERATION
AND MAINTENANCE OF A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

(Village of La Grange Park, Cook County, Illinois)

WHEREAS, the Village of La Grange, an Illinois municipal corporation ("La Grange"), the Village of La Grange Park, an Illinois municipal corporation ("La Grange Park"), and the Village of Western Springs, an Illinois municipal corporation ("Western Springs"), (collectively referred to as the "Participating Agencies" or "Parties"), desire to enter into an intergovernmental agreement, entitled "Intergovernmental Agreement Entered Into By The Villages Of La Grange, La Grange Park And Western Springs To Establish An Intergovernmental Cooperative Venture Known As The 'Lyons Township Area Communications Center' For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "Agreement" or "IGA"), for the purpose of establishing an intergovernmental cooperative venture known as the "Lyons Township Area Communications Center" (also referred to as "LTACC") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") that will service each of the Participating Agencies. A copy of the IGA is attached to this Resolution as Exhibit "A" and made a part hereof; and

WHEREAS, the general purpose of the IGA is to provide for the joint establishment, maintenance and operation of the System to provide communication services for law enforcement, fire, ambulance and other emergency communication systems for the mutual benefit of the members of the LTACC (the "Services"); to provide such Services on a contract basis to other public agencies; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interests regarding communications, information systems, statistical matters and criminal justice, fire safety, emergency medical and telephone emergency request systems, public safety information, communication and data processing within portions of Cook and Du Page Counties, Illinois and other geographic areas as may be served by the LTACC; and

WHEREAS, in order to participate in the LTACC, the Corporate Authorities of each of the Participating Agencies are required to vote in favor of the attached IGA by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

WHEREAS, the Corporate Authorities of the Village of La Grange Park, Cook County, Illinois find that it is in its best interests to authorize the approval and execution of the IGA in order to participate in and receive the benefits of the Services to be provided by LTACC; and

WHEREAS, the Corporate Authorities of each of the Participating Agencies are authorized to approve and enter into the IGA under the applicable provisions pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the 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)) to approve and enter into the IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF LA GRANGE PARK, COOK 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 Resolution.

SECTION 2: The Corporate Authorities of the Village of La Grange Park, Cook County, Illinois approve and authorize the execution of the attached "Intergovernmental Agreement Entered Into By The Villages Of La Grange, La Grange Park And Western Springs To Establish An Intergovernmental Cooperative Venture Known As The 'Lyons Township Area Communications Center' For The Operation and Maintenance Of A Combined Dispatch And Communication System" (the "Agreement" or "IGA") (Exhibit "A"). In addition, the Corporate Authorities authorize and direct the Village President and Village Clerk, or their designees, to execute and submit signed original signature pages for the IGA, certified copies of this Resolution and such other documents as are necessary to fulfill all of the applicable obligations under the IGA. The Village Clerk shall transmit signed original signature pages for the IGA and certified copies of this Resolution to the presiding officers of the other Participating Agencies within ten (10) calendar days of approval of this Resolution.

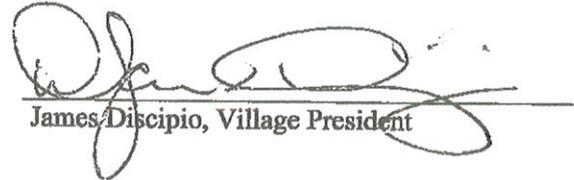
ADOPTED this 10 day of November, 2015, pursuant to a roll call vote as follows:

YES: 6

NOS: 0

ABSENT: 0

APPROVED this 10 day of November, 2015, by the Village President of the Village of La Grange Park, and attested by the Village Clerk, on the same day.


James Discipio, Village President

ATTEST:


Amanda Seidel, Village Clerk

SIGNATURE PAGE FOR VILLAGE OF LA GRANGE PARK

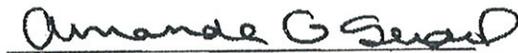
IN WITNESS WHEREOF, the below authorized official of the Village of La Grange Park has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *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 a resolution by the Corporate Authorities of the Village of La Grange Park.

Village of La Grange Park


James Discipio, Village President

Date: November 10, 2015

Attest:

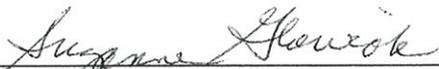

Amanda Seidel, Village Clerk

Date: November 10, 2015

SIGNATURE PAGE FOR VILLAGE OF WESTERN SPRINGS

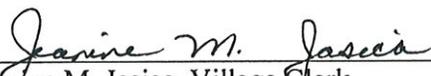
IN WITNESS WHEREOF, the below authorized official of the Village of Western Springs has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *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 a resolution by the Corporate Authorities of the Village of Western Springs.

Village of Western Springs


Suzanne Glowiak, Acting Village President

Date: November 23, 2015

Attest:


Jeanine M. Jasica, Village Clerk

Date: November 23, 2015

Exhibit "A"

Start-Up Operating Budget

(attached)

LYONS TOWNSHIP AREA COMMUNICATIONS CENTER
 Operations Budget
 FY 2016

Account Description	FY16 Proposed
SALARIES & WAGES	
EXECUTIVE DIRECTOR	104,000
SUPERVISOR	67,790
TELECOMMUNICATOR (13)	740,105
PT TELECOMMUNICATORS	25,000
OVERTIME	
REGULAR	80,000
TOTAL SALARIES & WAGES	1,016,896
SUPPLEMENTAL COMPENSATION	
HOLIDAY PAY - OVERTIME COST	7,500
GROUP INSURANCE	
LIFE INSURANCE	1,138
HEALTH INSURANCE	236,266
OTHER BENEFITS	
FICA - EMPLOYER	69,760
IMRF - EMPLOYER	113,166
TOTAL OTHER BENEFITS	427,830
TOTAL PERSONNEL COSTS	1,444,726

LYONS TOWNSHIP AREA COMMUNICATIONS CENTER
 Operations Budget
 FY 2016

Account Description	FY16 Proposed
UNIFORMS	
F/P/T EMPLOYEE ISSUED @300.00 per person (18* ED)	5,700
Design/Screening LOGO	500
OFFICE SUPPLIES	
OFFICE & OTHER SUPPLIES	350
OPERATING SUPPLIES	
PC SUPPLIES - TONERS	500
PUBLIC/EMPLOYEE RELATIONS (Pub Ed Supplies)	
Public Education Materials	2,000
HOUSEHOLD SUPPLIES	
HOUSEHOLD SUPPLIES	500
POSTAGE	
POSTAGE	250
EXPRESS SERVICES	50
TELEPHONE	
VOICE/INTERNET SERVICES	22,000
PUBLICATION/ADVERTISING	
APPLICANT ADVERTISING	300
PRINTING/COPYING	
COPIER PAPER	500
STATIONERY/FORMS	500
DUES/MEMBERSHIPS	
APCO/NENA- Executive Director	200
APCO/NENA- Dispatcher Membership	1,200
CONFERENCES	2,500
APCO/NENA NATIONAL	
Hotel \$185/night @ 4 nights * 1 attendee	
Meals - Per Diem 4 days @ \$50/day	
Registration/Class Fees	
Airfare/Ground Transport.	
IPSTA ILLINOIS (2) October/November	1,700
Hotel \$125/night @ 3 nights *E/D @ 1 attendee	
Meals - Per Diem 3 days @ \$50/day	
Registration/Class Fees @ 150.00 *E/D @ 1 attendee	
Mileage 430 miles @ \$0.575 per mile	
TRAINING	5,000
SEMINARS - TELECOMMUNICATORS	
MEETING EXPENSE - Board/Executive Comm.	100
EDUCATION REIMBURSEMENT	1,000
EDUCATION REIMBURSEMENT	
EMD Powerphone	
EMD/TRAINING @2 Students - New Hires	598
IL Dept of Public Health Certification Fee 21@ 20.00	420
EMD/MAINTENANCE	4,965

LYONS TOWNSHIP AREA COMMUNICATIONS CENTER
 Operations Budget
 FY 2016

Account Description	FY16 Proposed
SERVICE AGREEMENTS	
CAD HW/SW MAINTENANCE **Annual**	65605
Radio Mainenance **Annual**	30000
E9-1-1 Equipment Maintenance	23020
UPS MAINTENANCE **Annual**	1230
RECORDER MAINTENANCE	13014
NETWEST- Circuits	33300
Radio Interface Software Maintenance **Annual**	6000
LEADS T-1 Line	3000
Code Red- Notification Software **Annual**	10000
PROFESSIONAL SERVICE	
AUDIT	1,500
Pre employment physicals	2,500
Psychologicals/Background Checks	1,000
LEGAL FEES	3,000
CONTRACTED IT SUPPORT	5,000
INSURANCE-IRMA- Claims	
	50,000
MILEAGE REIMBURSEMENT	
MILEAGE REIMB/AUTO ALLOWANCE	10,000
OTHER SERVICES/CHARGES	
JANITORIAL SERVICE	500
COMCAST CABLE TV	725
LOCAL INTERNET	600
LEASE/PURCHASE	750
COPIER	500
	1,756,803

Exhibit “B”

Capital Implementation Budget

(attached)

LYONS TOWNSHIP AREA COMMUNICATIONS CENTER
 Capital Projects Budget
 FY 2015/2016

Account Description		FY2015/16 Proposed
CAD UPGRADE-NEW WORLD SYSTEMS		\$592,705
Software		
Application Software (4) LG	\$382,420	
GIS Software, Mobile in Car Mapping	\$25,400	
Implementation Services	\$195,700	
Travel and Living Expenses-Billed as needed	\$46,000	
Mobile VPN Software	\$15,000	
Maintenance		
Annual Software Maintenance	\$63,355	
Annual Mobile VPN Maintenance (15% of Lic fee)	\$2,250	
System Discount	\$137,420	
RADIO SYSTEM CONSOLE UPGRADE		\$383,989
Equipment		
(6) Motorola MCC7500 Consoles LG/WS		
(6) Instant Recall Recorder Ports LG/WS		
(6) Gooseneck Microphones LG/WS		
(6) Voice Processor Modules LG/WS		
(6) 19" Personal Computers Windows 7 LG/WS		
(1) GGM 8000 Gateway interface (LG)		
(1) GCP 8000 K-Core site controller (LG)		
(6) APX 7500 Consolettes (LG)		
(6) Instant Recall Recorder (LG)		
(2) KVL Key variable loader for encryption		
(6) APX 7500 Consolette Antenna Systems		
(12) Headsets LG/WS		
(12) Desktop speakers LG/WS		
(6) Foot switches (LG)		
Implementation Services		
Annual Software Maintenance @5000 per position		\$30,000
Radio Interface Software Maintenance **Annual**		\$6,000.00
E911 EQUIPMENT-VIPER UPGRADE-NG9-1-1		\$120,000
Equipment (LG)		
Hardware LG/WS		
Software LG/WS		
Professional Services LG/WS		
Training (LG)		
Installation LG/WS		
Maintenance Contract La Grange		
Software Subscription/Upgrades		\$6,000
On Site Maintenance		\$12,000
Maintenance Contract Western Springs		
Software Subscription/Upgrades		\$300
On Site Maintenance		\$600
VOICE LOGGING RECORDER		\$35,000
Hardware LG/WS		
Software LG/WS		
Professional Services LG/WS		
Training (LG)		
Installation LG/WS		
Maintenance Contract LG/WS (36 Months)		

LYONS TOWNSHIP AREA COMMUNICATIONS CENTER
 Capital Projects Budget
 FY 2015/2016

Account Description	FY2015/16 Proposed
COMPUTER EQUIPMENT	\$40,000
Computer Hardware	
Domain Controller (1)	
Exchange Server (1)	
PC Additions/Replacements (4) Local	
Printer-Fax-Scan-Copier	
(6) Touch Screen monitors (VIPER)	
Install and configure servers/switches	
Install and configure routers	
Lantronix Box (NWS/E9-1-1)	
EMD SOFTWARE	\$47,000
Licensing (4) Dispatch Positions	
Professional Services (1st Year Maint Included)	
Installation	
Configuration	
Training	
INTERNAL CAMERA SYSTEMS	\$60,000
Equipment	
Addition of (2) large screen monitors	
Professional Services	
Network Design	
Installation	
ALARM MONITORING EQUIPMENT	\$10,000
Professional Services to relocate equipment	
Installation (LG)	
Training on SIS software	
FIBER CONNECTIVITY	\$25,000
BUILDING RENOVATIONS-DISPATCH/IT	\$146,000
Architectural Professional Services	\$85,000
Space Needs Analysis	
Room Configuration/Build out	
Fire Suppression-Design/Installation	
Furniture-Design/Installation	
HVAC/Temperature Control Systems Modifications	
Network Design/Configuration	\$10,000
Electrical-Running new circuits (DPW) ?	\$10,000
Cabling- 150.00 per cable drop (10 per position)	\$6,000
Administrative Line Installation (Village PBX)	\$5,000
9-1-1 Trunk Installation	\$5,000
Electrical (R56-Grounding)	\$25,000
CONTINGENCY	\$100,000
CONTINGENCY/UNANTICIPATED PROJECTS	
TOTAL CAPITAL PROJECTS EXPENSE	\$1,614,594

Village of Western Springs	

La Grange Equipment

Furniture- (3) dispatch console positions
Herman Miller Chairs (3)
Flat screen TV
Speakers/Boom mikes/Foot pedals
Powerphone Total Response (EMD Flipchart)
Intrado/Viper CPE equipment
Eventide Logging Recorder

Western Springs Equipment

Furniture (2) Dispatch console Positions
Chairs (2)
IT- Cluster, San , Switches (NWS)
Motorola CentraCom Gold Elite (2)
Speakers/Boom mikes/Foot pedals

La Grange Park Equipment

Furniture (2) Dispatch console Positions
UPS (20KV)
Herman Miller Chairs (2)
Speakers/Boom mikes/Foot pedals
Eventide Logging Recorder

ORDINANCE NO. O-15-46

**AN ORDINANCE AMENDING
CHAPTER 33 (EMERGENCY TELEPHONE SYSTEM BOARD) OF THE VILLAGE OF
LA GRANGE MUNICIPAL CODE TO DISSOLVE THE LA GRANGE EMERGENCY
TELEPHONE SYSTEM BOARD AND RECOGNIZE THE VILLAGE OF LA GRANGE'S
PARTICIPATION IN A JOINT EMERGENCY TELEPHONE SYSTEM BOARD
CREATED VIA AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A
CONSOLIDATED JOINT EMERGENCY DISPATCH SYSTEM KNOWN AS
THE LYONS TOWNSHIP AREA COMMUNICATION CENTER**

(Village of La Grange, Cook County, Illinois)

WHEREAS, the Village of La Grange (the "Village" or "La Grange") 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 33 (Emergency Telephone System Board) of the Village of La Grange Municipal 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 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds"). The Village receives statutorily authorized surcharges and the Village's ETSB expends such surcharge funds in accordance with the applicable state laws; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), 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" ("JETSAB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

WHEREAS, the corporate authorities of the Village of La Grange Park ("La Grange Park"), the Village of Western Springs ("Western Springs"), and the Village (collectively referred to as the "Participating Agencies" or "Villages") have each agreed to adopt resolutions that approve an intergovernmental agreement to provide for the establishment of an intergovernmental cooperative venture known as the "Lyons Township Area Communications Center" (also referred to as "LTACC") for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the "System") pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the 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)) (the “Intergovernmental Agreement”); and

WHEREAS, in accordance with 50 ILCS 750/15.4(e) and as set forth under Article IV (Finances), Section 4.19 (Termination of Operation of Local Emergency Telephone System Board by Participating Agencies) of the Intergovernmental Agreement, the Villages agreed to adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Village, in its own discretion, is allowed to use any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2015/2016 ETSB budget; and (2) the termination of the local ETSBs will be effective only upon the creation of the LTACC and the regulatory approval of the LTACC by the Illinois Commerce Commission (“ICC”) or the 9-1-1 Administrator of the Illinois Department of State Police; and

WHEREAS, under Article V (Operating Board), Section 5.0 (Composition) of the Intergovernmental Agreement, the members of the LTACC’s Operating Board shall also serve as the members of LTACC’s Joint Emergency Telephone System Board (“LTACC JETSB”), as provided for under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*); and

WHEREAS, in order to participate in the LTACC under the Intergovernmental Agreement, each of the Villages are required to adopt a code amendment ordinance that enacts the same or substantially the same code amendments as found in this Ordinance; and

WHEREAS, the President and Board of Trustees of the Village of La Grange desire to amend the provisions of Chapter 33 (Emergency Telephone System Board) of the Code to recognize the Village’s participation in the Intergovernmental Agreement and the establishment of LTACC’s JETSB, and to terminate the establishment, authority and operational functions of its local ETSB, subject to two conditions: (1) the use by the Village, in its own discretion, of any of its remaining surcharge funds to pay for budgeted items or obligations that exist in its current 2015/2016 ETSB budget; and (2) the termination of its local ETSB will be effective only upon the creation of the LTACC and the regulatory approval of the LTACC and LTACC’s JETSB by the ICC or the 9-1-1 Administrator of the Illinois Department of State Police; and

WHEREAS, pursuant to the authority granted to the Village by the applicable provisions of the Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the 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)), the President and Board of Trustees of the Village of La Grange find that the below Code amendments are in the best interests of and for the protection of the health, welfare and safety of the Village, its residents and the public, and they approve the Code amendments as set forth below.

BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Subject to the conditions set forth below in Section 3 of this Ordinance, Chapter 33 (Emergency Telephone System Board) of the Village of La Grange Municipal Code, as amended, shall be further amended to read in its entirety as follows:

Chapter 33
JOINT EMERGENCY TELEPHONE SYSTEM BOARD

33-900: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

33-905: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

33-910: USE OF ETSB FUNDS; SURCHARGE FUNDS:

33-900: ESTABLISHMENT; MEMBERSHIP; AUTHORITY AND DUTIES:

- A. Establishment. Pursuant to Resolution No. R-15-12 (adopted on November 9, 2015), the Village approved an intergovernmental agreement entitled “Intergovernmental Agreement Entered Into by the Villages of La Grange, La Grange Park and Western Springs to Establish an Intergovernmental Cooperative Venture Known as the ‘Lyons Township Area Communications Center’ for the Operation and Maintenance of a Combined Dispatch and Communication System” (the “LTACC Intergovernmental Agreement”) that provided for the establishment of an intergovernmental cooperative venture known as the “Lyons Township Area Communications Center” (also referred to as “LTACC”) for the operation and maintenance of a centralized, combined emergency services dispatch and communication system that includes 9-1-1 services and wireless E-9-1-1 services (the “System”). The LTACC Intergovernmental Agreement also provided for the creation of the LTACC’s Joint Emergency Telephone System Board.
- B. Membership; Authority and Duties. The members of LTACC’s Joint Emergency Telephone System Board shall be comprised of the members of the LTACC’s Operating Board. The authority and duties of LTACC’s Joint Emergency Telephone System Board shall be governed by Article V (Operating Board) of the LTACC Intergovernmental Agreement and the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) and any other applicable laws.

33-905: DISSOLUTION OF LOCAL ETSB; RE-INSTATEMENT:

- A. Dissolution of Local ETSB. Pursuant to Ordinance No. 15- (adopted November 9, 2015), the Village's ETSB was dissolved effective upon the date of the regulatory approval of the LTACC and LTACC's JETSB by the Illinois Commerce Commission ("ICC") or the 9-1-1 Administrator of the Illinois Department of State Police.
- B. Re-instatement of Local ETSB. In the event the Village withdraws from participation in LTACC, to the extent permitted by applicable laws and regulations, the Village will either take the necessary corporate actions to re-instate its local ESTB or join another joint emergency telephone system board.

33-910: USE OF ETSB FUNDS; SURCHARGE FUNDS:

- A. Use of ETSB Funds. Under the LTACC Intergovernmental Agreement, the Village, in its own discretion, may use or expend any of its ETSB funds, including any surcharge funds, to pay for budgeted items or obligations that exist in its current 2015/2016 ETSB budget in accordance with the applicable laws, including the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.).
- B. Surcharge Funds. Upon dissolution of the Village's ETSB and subject to the terms of the Intergovernmental Agreement and the Village's continued participation in LTACC, all monies received or collected by the Village that are intended to be used to pay for the operation and maintenance of LTACC's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be transferred to the LTACC for deposit and expenditure by the LTACC JETSB in accordance with applicable federal or State law.

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

- A. Adoption by each of the Participating Agencies of a resolution approving the Intergovernmental Agreement.
- B. Adoption by the other two Participating Agencies (La Grange Park and Western Springs) of code amendment ordinances that enact the same or substantially the same code amendments as found in this Ordinance.
- C. Regulatory approval of the LTACC and LTACC's JETSB by the ICC or the 9-1-1 Administrator of the Illinois Department of State Police.

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

SECTION 5: Any ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict. Except as to the above amendments, all Chapters and Sections of the La Grange Municipal 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.

Ayes: Trustees, Kotynek, Holder, Arnett, McCarty, Langan, and Kuchler

Nays: none

Absent: none

PASSED by the Board of Trustees of the Village of La Grange, Cook County, Illinois at a Regular Meeting thereof, held on the 9 day of November, 2015, and approved by me as President on the same day.



Village President

ATTEST:



Village Clerk

This Ordinance was published by me in pamphlet form on the 23 day of November, 2015.



Village Clerk

VILLAGE OF LA GRANGE

ORDINANCE NO. 0-15-47

AN ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF LA GRANGE

WHEREAS, in the opinion of the corporate authorities of the Village Of La Grange, it is no longer necessary, useful, or in the best interests of the Village to retain ownership of the personal property described in this Ordinance; and

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of La Grange to dispose of said personal property in the manner described in this Ordinance;

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

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

Section 2. Disposal of Surplus Property. The President and Board of Trustees find that the personal property described in Exhibit A attached to this Ordinance and by this reference incorporated into this Ordinance (the "Surplus Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village of La Grange is hereby authorized to direct the sale or disposal of the Surplus Property in the manner most appropriate to the Village. The Surplus Property shall be sold or disposed of in "as is" condition.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 9 day of November 2015.

AYES: Trustees Kotynek, Holder, Arnett, McCarty, Langan, and Kuchler

NAYS: None

ABSENT: None

APPROVED this 9 day of November 2015.

By: 
Thomas Livingston, Village President

ATTEST:

John Burns, Village Clerk

PROPERTY/INVENTORY

APPENDIX A

	ITEM	QUANTITY	MAKE/MODEL	SERIAL #	DISPOSITION
1	dispatch console positions	3	Watson/Fusion 90		donate LTACC
2	chair	3	Herman Miller		donate LTACC
3	television	1	Samsung	4YRWARSTOR	donate LTACC
4	foot pedals	3	Clipper Twin Switch		donate LTACC
5	boom microphones	3	Motorola B1914A	443YFP0224	donate LTACC
6				443YFP0222	donate LTACC
7				443YFP0243	donate LTACC
8	radio speakers	9	Motorola B1912A	443YJR0734	donate LTACC
9				443IMG0085	donate LTACC
10				443YFP0438	donate LTACC
11				443YFP0422	donate LTACC
12				443YFP0337	donate LTACC
13				443YJR0742	donate LTACC
14				443YFP0432	donate LTACC
15				443YFP0421	donate LTACC
16				443YJR0648	donate LTACC
17	911 speakers	6	unknown		donate LTACC
18	EMD flip chart	1	PowerPhone		donate LTACC
19	911 recorder	1	Eventide/VR725	70001032	donate LTACC
20	call processing equipment	1	Positron/Viper		donate LTACC
31	computer tower	2	HP/ML110	used15N5H6	donate LTACC
32				used15N5GZ	donate LTACC
33	3 amp rectifier	2	Unity Rectifier UR48-3		donate LTACC
34	power strip	1	Tripp-Lite	AG1P12CV61PRM	donate LTACC
35	DVD ROM	6	HP/Pro-Liant		donate LTACC
36	network switches	2	HP/ProCurve	SW1:10.4.15.254	donate LTACC
37				SW2:10.4.14.2	donate LTACC
38	rack	1		5160410100516-086	donate LTACC
39	computer monitor	1	Eizo		donate LTACC
40	data tapes	6	HP		donate LTACC
41	server cabinet	1			donate LTACC