WEST SUBURBAN CONSOLIDATED DISPATCH 9-1-1 SYSTEM INTEGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, entered into on the effective date specified hereafter, by and between the units of local government signatory hereto and also any unit of local government which may become a signatory hereafter:

WHEREAS, the signatories have determined that the implementation of a 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating units of local government; and

WHEREAS, Public Act 99-0006 mandates the consolidation of Emergency Telephone System Boards (ETSBS) and Public Safety Answering Points (PSAPS); and

WHEREAS, Chapter 50, Section 15.4 of the Illinois Compiled Statutes, 50 ILCS 750/15.4, authorizes the formation of Joint Emergency Telephone System Boards to oversee the implementation and operation of a 9-1-1 emergency telephone system; and

WHEREAS, Article X, Section 7 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 provide for and authorize units of local government to jointly exercise powers common to each unit of local government.

NOW THEREFORE be it agreed by and between the parties as follows:

- <u>Venture Established.</u> Pursuant to the intergovernmental cooperation authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1, and in recognition of the consolidation mandated by Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/15.4a, the undersigned units of local government hereby join together in a cooperative venture for the joint and mutual operation of a 9-1-1 emergency telephone system, to be known as the West Suburban Consolidated Dispatch 9-1-1 System.
- 2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board which shall consist of the Village Manager of the Village of Oak Park, the Village Manager of the Village of River Forest, the Village Manager of the Village Manager of the Village Manager of the Village Manager of the City Manager of the Village Manager of the Village of Forest Park and the Executive Director of the West Suburban Consolidated Dispatch 9-1-1 System. Any subsequent participating unit of local government which joins the West Suburban Consolidated Dispatch 9-1-1 System shall be entitled to have one member seated on the Joint Emergency Telephone System Board. Designation of the new participating unit of local government's Board member shall be specified by the participant's enabling ordinance.

- 3. <u>By Laws.</u> The West Suburban Consolidated Dispatch 9-1-1 System shall be subject to and shall be governed by certain By Laws which shall be adopted by the Joint Emergency Telephone System Board together with any amendments which may be made in the manner and means provided in the By Laws.
- 4. <u>Participation</u>. Each participating unit of local government in the West Suburban Consolidated Dispatch 9-1-1 System, and each unit of local government which may hereafter become a participant is a member entitled to the rights and privileges of membership and is subject to the obligations of membership, all as may be provided in the By Laws.
- 5. <u>Termination</u>. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the By Laws.
- 6. <u>Powers of the Board.</u> The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to, the following:
 - A. Planning a 9-1-1 emergency telephone system.
 - B. Coordination and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding system.
 - C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund.
 - D. Authorizing all disbursements from the fund.
 - E. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.
 - F. Making and entering into contracts.
 - G. Acquiring, holding and disposing of property.
 - H. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.
- 7. <u>Amendment.</u> This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.
- 8. <u>Duration</u>. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the By Laws.
- 9. <u>Enforcement.</u> Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.

- 10. <u>Authorization</u>. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing execution of this Agreement.
- 11. <u>Effective Date.</u> This Agreement shall become effective on January 1, 2017 and when signed by all respective representatives of the Village of Oak Park, the Village of River Forest, the Village of Elmwood Park, the City of Park Ridge and the Village of Forest Park.

IN WITNESS WHEREOF, the undersigned units of local government have set their signatures on the dates set forth below. This document may be signed in duplicate originals.

VILLAGE OF OAK PARK

By: _____

ATTEST:

Date: _____

VILLAGE OF RIVER FOREST

By: _____

ATTEST:

Date: _____

VILLAGE OF ELMWOOD PARK

| | By: |
|---------|------------------------|
| ATTEST: | |
| Date: | |
| | CITY OF PARK RIDGE |
| | By: |
| ATTEST | |
| Date: | |
| | VILLAGE OF FOREST PARK |
| | By: |
| ATTEST: | |
| Date: | |