RESOLUTION NO. 2018-11

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE
CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS
AND THE EISENHOWER EMERGENCY COMMUNICATION CENTER ("IKE 911 CENTER")

(Participating Members: Village of Broadview and the Village of Maywood)

(Village of Maywood, Cook County, Illinois)

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Maywood Village Board") desire to approve the agreement entitled "Intergovernmental Agreement Establishing The IKE Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points And The Eisenhower Emergency Communication Center ("IKE 911 Center")" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Broadview (the "Broadview Village Board") also desire to approve the attached Agreement (Exhibit "A"); and

WHEREAS, the Maywood Village Board and the Broadview Village Board (collectively, the "Villages") have made the following findings and determinations as to why approving and entering into the Agreement is in the best interests of the respective Villages, Village residents, property owners, business owners and the public:

A. Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or more municipalities that impose a surcharge pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) to establish by intergovernmental agreement a "Joint Emergency Telephone System Board" ("JETSB"), provided that the local emergency telephone system boards are terminated by ordinances that rescind their establishment, authority and operational functions; and

B. The Act requires the Villages to consolidate their existing 911 emergency communications systems and public safety answering points ("PSAPs") and have worked together to evaluate, develop and take preliminary steps towards implementing a consolidation plan for the establishment and operation of a centralized, combined emergency services dispatch and communication center to be known as the "Eisenhower Emergency Communications Center" ("IKE 911 Center"), which will be established and operated by the Villages through the adoption of the attached Agreement; and

C. The Act requires that the Villages dissolve their local emergency telephone system boards and establish a joint emergency telephone system board (known as the "IKE JETSB"); and

D. The purpose of the IKE JETSB is to oversee the consolidation of the two (2) existing PSAPS (one in Broadview and one in Maywood) into the IKE 911 Center, which will be located at 2350 South 25th Avenue, Broadview, Illinois, to administer the receipt and allocation of surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in the Agreement to assist in funding a portion of the administrative and
operational expenses, equipment and technology needs and upgrades and maintenance to such equipment and technology of the IKE 911 Center and the administrative expenses of the IKE JETSB, to make recommendations to the corporate authorities of the Participating Members of the IKE JETSB in regard to their annual and supplemental financial contributions of additional funding necessary to pay the full cost of the administrative and operational expenses, equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center and the administrative expenses of the IKE JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the IKE JETSB; and

E. Each Participating Member in the IKE JETSB shall provide its own dispatch personnel and supervisory staff to work at the IKE 911 Center and shall pay all wages and employment benefits and costs of its own dispatch personnel and supervisory staff who work at the IKE 911 Center since these personnel and staff will remain the employees of the respective Participating Member and will not become employees (or shared employees) of the other Participating Members or of the IKE JETSB or of the IKE 911 Center; and

F. The building that will house the IKE 911 Center will be owned by Broadview. The 911 related equipment located within the IKE 911 Center or elsewhere within the building that operates the 911 System will be jointly purchased, owned and maintained by Broadview and Maywood. The IKE 911 Center will be jointly staffed and operated by Broadview and Maywood in accordance with the cost sharing provisions and the operations provisions set forth in the attached Agreement; and

G. Consolidation will allow the Villages to upgrade their existing 911 emergency communications equipment and systems, which will enhance the delivery of 911 emergency communication services to the respective Village’s residents, property owners, business owners and the public; and

H. The health, welfare and safety of the respective Village’s residents, property owners, business owners and the public should be enhanced by the proposed 911 consolidation.

WHEREAS, a majority of the members of the Maywood Village Board and the members of the Broadview Village Board are required to vote in favor of the attached Agreement by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

WHEREAS, the Maywood Village Board and the Broadview Village Board are authorized to approve and enter into this Agreement in accordance with the applicable State laws, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (collectively referred to as the “Intergovernmental and 911-JETSB Statutes”).

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

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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 President and Board of Trustees of the Village of Maywood approve and authorize the execution of the agreement entitled “Intergovernmental Agreement Establishing The IKE Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points And The Eisenhower Emergency Communication Center (“IKE 911 Center”)” (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof.

Section 3: The President and Board of Trustees of the Village of Maywood authorize and direct the Village President and the Village Clerk, or their designees, to execute the Agreement. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney to execute and deliver all other instruments and documents and arrange to pay all Village Board-authorized costs that are necessary to fulfill the Village’s obligations under the Agreement.

Section 4: The respective Village Clerks of Maywood and Broadview shall prepare and deliver certified copies of this Resolution and multiple original executed signature pages of the Agreement to the other Village Clerk, so that each Village has at least one fully executed original of the Agreement and a certified copy of the approving Resolution.

Section 5: This Resolution supersedes the Maywood Village Board approval set forth in Resolution No. 2017-67 of a prior version of the attached Intergovernmental Agreement Establishing The IKE Joint Emergency Telephone System Board And Providing For The Consolidation Of And Operation Of Certain Public Safety Answering Points And The Eisenhower Emergency Communication Center (“IKE 911 Center”).

ADOPTED this 3rd day of April, 2018, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee(s) H. Yarbrough and R. Rivers

APPROVED this 3rd day of April, 2018, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

_________________________
Edwenna Perkins, Village President

ATTEST:

_________________________
Viola Mims, Village Clerk

(SEAL)
Exhibit “A”

AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE
CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS
AND THE EISENHOWER EMERGENCY COMMUNICATION CENTER (“IKE 911 CENTER”)

(Participating Members: Village of Broadview and the Village of Maywood)

(Attached)
INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD
AND PROVIDING FOR THE CONSOLIDATION OF AND OPERATION OF
CERTAIN PUBLIC SAFETY ANSWERING POINTS AND THE “EISENHOWER EMERGENCY
COMMUNICATION CENTER” (“IKE 911 CENTER”)
(Participating Members: Village of Broadview and the Village of Maywood)

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement” or “IGA”) is entered into on the
Effective Date hereinafter set forth, by the Village of Broadview, a non-home rule Illinois municipal
corporation (“Broadview”) and the Village of Maywood, a home rule Illinois municipal corporation
(“Maywood”) (collectively referred to as the “Participating Members” or “Initial Participating Members”),
to provide for the establishment of an intergovernmental cooperative venture known as the
“IKE Joint Emergency Telephone System Board” (also referred to as “IKE JETSB”) and to operate the
“Eisenhower Emergency Communication Center” (“IKE 911 Center”).

RECITALS

WHEREAS, the authority to enter into this IGA is set forth in Article VII, Section 10 of the 1970
Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.),
the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), the Prepaid Wireless 9-1-1
Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1),
the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and
the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i))
collectively referred to as the “Intergovernmental and 911-JETSB Statutes”). Specifically, Section 15.4
of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), authorizes two or
more municipalities that impose a surcharge pursuant to Section 15.3 of the Act (50 ILCS 750/15.3) to
establish by intergovernmental agreement a “Joint Emergency Telephone System Board” (“JETSB”),
provided that the local emergency telephone system boards are terminated by ordinances that rescind
their establishment, authority and operational functions; and

WHEREAS, the purpose of the IKE JETSB is to oversee the consolidation of two (2) existing public
safety answering points (“PSAPs”) (one in Broadview and one in Maywood) into one (1) public safety
answering point located in Broadview, Illinois and referred to as the “IKE 911 Center”, to administer the
receipt and allocation of Surcharge Funds (as defined below) and other revenues based on a cost-
sharing formula or as otherwise directed in this IGA to assist in funding a portion of the administrative
and operational expenses, equipment and technology needs and upgrades and maintenance to such
equipment and technology of the IKE 911 Center and the administrative expenses of the IKE JETSB, to
make recommendations to the corporate authorities of the Participating Members of the IKE JETSB in
regard to their annual and supplemental financial contributions of additional funding necessary to pay
the full cost of the administrative and operational expenses, equipment and technology needs and
upgrades and maintenance of such equipment and technology of the IKE 911 Center and the
administrative expenses of the IKE JETSB, and to provide general coordination of the delivery of
emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication
services within the service territories of the Participating Members of the IKE JETSB. The above-
mentioned expenses are being limited to those eligible expenses under the Act; and
WHEREAS, each Participating Member shall provide its own dispatch personnel and supervisory staff to work at the IKE 911 Center and shall pay all wages and employment benefits and costs of its own dispatch personnel and supervisory staff who work at the IKE 911 Center since these personnel and staff will remain the employees of the respective Participating Member and will not become employees (or shared employees) of the other Participating Members or of the IKE JETS or of the IKE 911 Center; and

WHEREAS, pursuant to the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006 (effective July 2, 2015), the Participating Members are required to consolidate their existing PSAPs. Through intergovernmental cooperation, this consolidation will allow the Participating Members to comply with these new regulations and offers an opportunity to deliver more efficient emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members for the benefit of the health, safety and welfare of the residents of the Participating Members; and

WHEREAS, after consolidation of the PSAPs, the PSAP known as the IKE 911 Center will receive funds from the IKE JETS under this IGA. The IKE 911 Center will be located at 2350 South 25th Avenue, Broadview, Illinois. The building that houses the IKE 911 Center will be owned by Broadview. The 911 related equipment located within the IKE 911 Center or elsewhere within the building that operates the 911 System will be jointly purchased, owned, leased and maintained by Broadview and Maywood. The IKE 911 Center will be jointly staffed and operated by Broadview and Maywood in accordance with the cost sharing provisions and the operations provisions set forth in this IGA; and

WHEREAS, the Act and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) authorize the collection of certain surcharges to assist with the funding of the delivery of emergency dispatch services, 9-1-1 communication services and wireless E-9-1-1 communication services (collectively referred to as “Surcharges” or “Surcharge Funds”), including the funding of operations regarding ETSBS and JETSBS and consolidations of ETSBS into JETSBS; and

WHEREAS, the respective corporate authorities of the Participating Members have authorized and directed the execution of this Agreement by adoption of ordinances that contain the same findings and authorizing content and are in substantially the same format;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Participating Members as follows:

**ARTICLE I
IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD ESTABLISHED**

1.0. **Creation; Purpose; Funding; Legal Status; Incorporation of Recitals.**

1.1. **Creation.** The Participating Members establish an intergovernmental cooperative venture known as the “IKE Joint Emergency Telephone System Board” (also referred to as “IKE JETS” or “Board”). The principal office address for the IKE JETS shall be: IKE 911 Center, 2350 South 25th
Avenue, Broadview, Illinois 60155. The IKE JETSB shall hold its meetings at the IKE 911 Center, or such other location(s) within the service territories of the Participating Members as determined by the Board. Meetings shall be held in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) (“OMA”).

1.2. **Purpose.** The purpose of the IKE JETSB is to oversee the above mentioned consolidation of the two (2) PSAPs into one (1) PSAP, to administer the receipt and allocation of Surcharge Funds and other revenues based on a cost-sharing formula or as otherwise directed in this IGA to assist in funding of a portion of the administrative and operational expenses, the equipment and technology needs and the upgrades and maintenance of such equipment and technology of the IKE 911 Center and the administrative expenses of the IKE JETSB, to make recommendations to the corporate authorities of the Participating Members in regard to their annual and supplemental financial contributions of additional funding necessary to pay the full cost of the administrative and operational expenses, equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center and the administrative expenses of the IKE JETSB, and to provide general coordination of the delivery of emergency dispatch services and 9-1-1 communication services and wireless E-9-1-1 communication services within the service territories of the Participating Members of the IKE JETSB.

1.3. **Termination of Local ETSBs.** In accordance with Section 15.4(e) of the Act (50 ILCS 750/15.4(e)) and in order to participate in the IKE JETSB under this IGA, the Participating Members shall adopt ordinances that terminate the establishment, authority and operational functions of their respective local ETSBs, subject to two conditions: (1) each Participating Member, in its own discretion, is allowed to use any of its remaining Surcharge Funds and any other revenues budgeted for ETSB purposes (collectively “ETSB Funds”) to pay for budgeted items or obligations prior to the date that the IKE 911 Center becomes fully operational or may contribute its ETSB Funds to the IKE JETSB and receive a credit equal to the amount of its contributed ETSB Funds towards any financial obligations that the Participating Member owes in regard to membership in the IKE JETSB; and (2) the termination of the local ETSBs will be effective only upon the creation of the IKE JETSB, the regulatory approval of the IKE JETSB by the 9-1-1 Administrator of the Illinois Department of State Police (the “State 9-1-1 Administrator”), and the IKE JETSB becoming fully operational.

1.4. **Funding.** Even though the IKE JETSB will receive the allocated ETSB Funds from the Participating Members, such funds will not be adequate for the IKE JETSB to fully fund the administrative and operational expenses, equipment and technology needs, including upgrades and maintenance of such equipment and technology, of the IKE 911 Center. The Participating Members agree to share in the costs of fully funding the administrative and operational expenses, equipment and technology needs, including upgrades and maintenance of such equipment and technology, of the IKE 911 Center in accordance with the terms of this Agreement.

A. **IKE 911 Center Building; Initial Cost Sharing of IKE 911 Center.** The real property and the building that houses the IKE 911 Center shall remain wholly owned by Broadview, Maywood and other Participating Members who join the IKE JETSB will not obtain an ownership interest in the real property or the building that houses the IKE 911 Center. The construction costs of the building addition (e.g., the exterior walls, insulation, basic mechanical systems (mechanical/electrical/plumbing/heating/air-conditioning), roof and finished interior walls, i.e., the finished “shell” of the building) that will house the IKE 911 Center shall be the sole cost of Broadview. Broadview and Maywood agree to
share equally (50%/50% basis) all of the construction costs of the build-out of the interior building addition with the IKE 911 Center Equipment (as defined below), including the costs of any upgraded electrical service panel and related wiring and electrical services lines and heating/plumbing/air-conditioning systems that solely relate to and serve the IKE 911 Center, as set forth in the Conceptual Budget for Phase One (IKE 911 Center) for the IKE 911 Center dated September 11, 2017 and prepared by FGM Architects, a copy of which is attached hereto as Exhibit “A” and made part hereof. The cost to build-out the interior building addition with the IKE 911 Center Equipment (defined below) and the acquisition of the IKE 911 Center Equipment (the “Shared Project Costs”) shall be split equally between Broadview and Maywood and such costs are estimated by FGM Architects on Exhibit “A” to be Three Million One Hundred Eight Nine Thousand Nine Hundred and Ninety Five and No/100 Dollars ($3,189,995.00) (i.e., each Participating Member pays One Million Five Hundred Ninety Four Thousand Nine Hundred and Ninety Seven and 50/100 Dollars ($1,594,997.50)), subject to mutual approval by the respective corporate authorities of Maywood and Broadview of a final Budget for the IKE 911 Center after final consensus is reached in regard to the type and price of equipment and technology purchases and equipment and technology upgrades are to be acquired and installed as part of the build-out of the IKE 911 Center.

1. **Construction Escrow.** Broadview and Maywood shall open, fund and maintain a joint order construction escrow at Chicago Title Insurance Company for purposes of paying for the Shared Project Costs to build-out the interior building addition with the IKE 911 Center Equipment and the acquisition of the IKE 911 Center Equipment. The initial deposit of funds by Broadview and Maywood shall equal One Million Five Hundred Ninety-Four Thousand Nine Hundred Ninety-Seven and 50/100 Dollars ($1,594,997.50) per Party and shall be made within thirty (30) calendar days of written notice issued by Broadview that it has awarded the construction contract for the construction of the building addition to house the IKE 911 Center. Based on the final approved Budget and the actual Shared Project Costs, the Parties agree to deposit additional funds, in equal amounts, into the escrow account for disbursement and payment of all incurred and documented Shared Project Costs.

2. **Payments from the Escrow Account.** The Parties agree to prepare a set of escrow instructions that governs the release of payments from the escrow account. The instructions will require Broadview’s construction manager or designee, on a monthly or quarterly or as-needed basis, to prepare and deliver to the Parties a written “Project Status Report and Pay Request” of the actual incurred and documented Shared Project Costs for that pay request period with copies of itemized invoices and supporting contractor / supplier / vendor / consultant documents provided by the general contractor, the sub-contractors, vendors, suppliers and Project-approved consultants. The Parties agree to execute the joint order escrow direction letter to release the requested payment within fifteen (15) calendar days of receipt of the Project Status Report and Pay Request. If any Party disputes any portion of a Pay Request, the Parties agree to authorize the payment from the escrow in order to keep the Project
moving forward and the resolution of the disputed Pay Request shall be made under the dispute resolution process set forth in this Agreement. Under the dispute resolution process, FGM Architects (or its successors or a mutually agreed upon replacement) shall decide any issues regarding the completion of the IKE 911 Project, including the allocation of Shared Project Costs, completion of the scope of work and the allocation of costs between the IKE 911 Center Project and Broadview’s Municipal Center Enhancement Project Costs. The itemized invoices and supporting contractor / supplier / vendor / consultant documents shall contain the following information:

a. A line-item invoice and payment demand with a description of the actual incurred and documented Shared Project Costs for the requested payment period;

b. The “equal share” cost allocation among all of the Parties of the actual incurred and documented Shared Project Costs; and

c. The supporting contractor / supplier / vendor / consultant documents shall consist of: certified, executed copy of the general contractor’s sworn statement, a complete list of all subcontractors, suppliers and vendors (name, address and contact information), and partial and full waivers of lien for each subcontractor/supplier, contractor invoices, vendor invoices, supplier invoices and professional consultant itemized invoices for professional fees and expenses.

3. Broadview’s Municipal Center Enhancement Project Costs. Any exterior or interior building improvements to the building that houses the IKE 911 Center, that are not related to the operations of the IKE 911 Center and are not specifically designed and approved for the IKE 911 Center by the Participating Members, shall be owned by and be the sole financial responsibility of Broadview, including any costs relating the Phase Two work, as contained in the Conceptual Budget for Phase Two (Village Hall and Police Station Addition / Renovation) Project Costs prepared by FGM Architects (See, Exhibit “A”) and planned by Broadview for its Municipal Center Enhancement Project.

4. Allocation of Broadview’s Municipal Center Enhancement Project Costs. To the extent there are portions of mechanical/electrical/plumbing/heating/air-conditioning construction work and costs that are part of the Phase One work that relate to and are part of the Broadview’s Phase Two Project (Village Hall and Police Station Addition / Renovation Project) or there are portions of mechanical/electrical/plumbing/heating/air-conditioning construction work and costs that are part of Phase Two work that relate to and are part of the Phase One Project (IKE 911 Center), Broadview and Maywood agree that FGM Architects shall prorate the costs of such work and allocate such costs to either Phase One Costs or Phase Two Costs (e.g., a new electrical service panel is needed to serve both the IKE 911 Center and the Village Hall and Police Station...
Addition / Renovation Project so the cost of the service panel shall be prorated to account for the percentage of the electrical service panel needed to serve (1) the IKE 911 Center and (2) the Village Hall and Police Station Addition / Renovation Project).

5. **Project Bidding and Award of Construction Contract.** Broadview will be responsible for:

   a. Competitively bidding all components of the IKE 911 Center Project that are subject to the federal, state and local bidding laws. Waiver of the competitive bidding process is permitted, in the discretion of the corporate authorities of Broadview (e.g., limited availability of vendors, specialty equipment vendors, etc.) as permitted by law.

   b. Soliciting competitive proposals for all components of the IKE 911 Center Project that are not subject to the Illinois competitive bidding statute or where the competitive bidding process is waived, as appropriate.

   c. Receiving and evaluating all competitive bids and competitive proposals.

   d. Directing the Project Architect to perform a bid compliance review and issue a bid review report to all Parties regarding all competitive bids and competitive proposals.

   e. Awarding one or more contracts to the lowest, qualified, responsive bidder(s) for each component of the IKE 911 Center Project.

   f. Broadview will be responsible for obtaining all governmental authorizations, licenses and permits for the IKE 911 Center Project and agrees to waive any Broadview building, plumbing and electrical permit fees.

6. **Additional Scope of Work and Shared Project Costs.** The Parties may, by mutual written agreement, expand the scope of work for the IKE 911 Center Project and add additional categories of Shared Project Costs, by approval and execution of an addendum to this Agreement and subject to the approval of the Corporate Authorities of the Parties.

B. **IKE 911 Center Equipment.** All of the personal property purchased for, installed at or associated with the IKE 911 Center (e.g., equipment, fixtures or technology) (collectively the “IKE 911 Center Equipment”) will be owned by the Participating Members, either jointly or individually, as determined in writing by the Participating Members based on their financial contribution to such 911 Center Equipment. Broadview and Maywood shall share equally in the acquisition, maintenance, replacement and upgrade costs for
the IKE 911 Center Equipment.

C. **Employer / Employee Status.** Each Participating Member shall be the sole employer of its own 911 dispatchers and supervisory staff who work at the IKE 911 Center, shall be solely responsible to pay the salaries and employee benefits and costs of its own dispatchers and supervisory staff who work at the IKE 911 Center. Although staffing costs are an eligible ETSB fund expense under the Act, the Participating Members agree that no portion of the ETSB Funds received from the IKE JETSB shall be spent on the salaries and employee benefits and costs of its own dispatchers and supervisory staff who work at the IKE 911 Center. The term “administrative and operational expenses of the IKE 911 Center”, as used in this IGA, shall not include the salaries and employee benefits and costs of any dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board. Each employee shall be an employee the Participating Member for which the employee works and the other Participating Members shall not be considered joint employers.

1.5 **Control and Operation of IKE 911 Center.** The IKE JETSB will only assist with the funding of the administrative and operational expenses, equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center, and will not establish, govern or direct the operations or the dispatch personnel or supervisory staff or the schedule of equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center. While, this IGA establishes a centralized, combined emergency dispatch and communication system, known as the IKE 911 Center, the operations and staffing of the dispatch personnel and supervisory staff and the development and implementation of the schedule of equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center will governed or directed by the IKE 911 Center Operating Board, whose membership, authority and duties are described in Article IV below.

1.6 **Legal Status.** IKE JETSB shall be considered a “911 Authority” as defined at Section 2 of the Act (50 ILCS 750/2).

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

1.8. **Effective Date.** This Agreement shall be effective only after each of the Initial Participating Members has properly and legally passed, approved and published in pamphlet form an ordinance, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. This Agreement shall be binding only on those Participating Members that adopt an approving ordinance and execute this Agreement. As part of the approval of this Agreement, each Participating Member shall deliver to all other Participating Members a certified copy of a duly enacted ordinance authorizing and directing the execution of this Agreement, as well as a signed signature page of this Agreement. The “Effective Date” of this Agreement shall be the date that the last authorized signatory among the Initial Participating Members signs and dates this Agreement.
1.9. Definitions. The following terms shall be defined as follows:

**Administrative and Operational Expenses shall mean:** Those expenses incurred by the IKE JETSB and the IKE 911 Center that are listed as eligible expenses under Section 15.35 of the Act that can be paid after approval of a resolution approved by the IKE JETSB in accordance with Section 15.4(c) of the Act, excluding, however, the following expenses: (1) the salaries and employee benefits and costs of any dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board; and (2) initial training and certification costs of newly hired dispatchers and supervisory staff who will work at the IKE 911 Center (such costs shall be paid by the employer-Participating Member). Subject to the discretion of the IKE JETSB and budgetary limitations, typical, allowable administrative and operational expenses of the IKE JETSB and the IKE 911 Center shall include: (1) all other eligible expenses under Section 15.35 of the Act; (2) expenses related to the maintenance, purchase, repair, replacement and upgrade of equipment and technology needed to operate the IKE 911 Center and the IKE JETSB; and (3) required or advanced training and certification of dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board.

**Annual Budget shall mean:** The Budget adopted annually that provides for the annual administrative operations, maintenance and capital needs of the IKE JETSB and for the annual administrative and operational expenses, equipment and technology needs and upgrades and maintenance of such equipment and technology of the IKE 911 Center, as recommended by the IKE 911 Center Operating Board. The Annual Budget may include capital budgets and operating budgets for the IKE JETSB and the IKE 911 Center. The Annual Budget and the annual and supplemental funding contributions are subject to the approval of the corporate authorities of the Participating Members.

**Capital Costs shall mean:** Those costs related to purchasing or acquiring personal property, equipment or other tangible items for use in the operations of the IKE JETSB and purchasing or acquiring IKE 911 Center Equipment for the IKE 911 Center.

**Community Public Member shall mean:** A person who resides within the service territory of the Participating Members and serves as an appointed voting member of the IKE JETSB and an appointed voting member of the IKE 911 Center Operating Board (See, 50 ILCS 750/15.4). The appointment of the Community Public Member will rotate among the corporate authorities of each Participating Member based on alphabetical order as follows: (1) Broadview appoints the first Community Public Member for a two (2) year term; (2) upon the expiration of the two (2) year term for the first Community Public Member, Maywood shall appoint the next Community Public Member for a two (2) year term; and (3) upon the expiration of the two (2) year term for the second Community Public Member (Maywood), the Community Public Member shall be appointed for one (1) year terms on a rotating alphabetical basis, starting from the beginning of the alphabet, by each Participating Member. In order to maintain an odd voting number on the IKE JETSB and the IKE 911 Center Operating Board when there is an even number of Participating Members, the Community Public Member position and the PSAP Representative position (see below) shall be held by the same person (the “Combined Community Public Member/PSAP Representative”). In order to maintain an odd voting number on the IKE JETSB and the IKE 911 Center Operating Board when there is an odd number of Participating Members, the same Participating Member cannot appoint the Community Public Member and the PSAP Representative to serve the same term. In such case, the Community Public Member and the PSAP Representative shall be appointed by
different Participating Members based on alphabetical order (e.g., Broadview appoints the Community Public Member for a one (1) year term, Maywood appoints the PSAP Representative for a one (1) year term, the third Participating Member (Westville – a fictional community used solely for explanation of this provision) appoints the Community Public Member for the subsequent one (1) year term, Broadview appoints the PSAP Representative for the subsequent one (1) year term, etc.). A Community Public Member may be re-appointed for consecutive annual terms and may be removed at any time for any reason by the appointing authority. The Community Public Member shall meet the eligibility criteria of Section 15.4 of the Act (50 ILCS 750/15.4): as of the Effective Date of this IGA, the Community Public Member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the IKE JETSB. The Community Public Member: (a) shall be appointed for a one (1) year term after the initial two (2) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an official or an employee of any of the Participating Members.

IKE 911 Center Director ("Director") shall mean: The person who serves as the on-duty supervisor of the IKE 911 Center. Broadview, at its cost, shall provide one of its employees to serve as the Director of the IKE 911 Center. Each of the other Participating Members, at their own cost, shall be responsible for providing one of their employees to serve as an Alternate Director of the IKE 911 Center, who shall temporarily perform the duties of the Director when Broadview's Director is not on duty or is otherwise unavailable. The Alternate Director(s) shall serve based on the IKE 911 Center staffing schedule prepared and maintained by the Director. The Director and the Alternate Directors shall be and always remain the employee of the Participating Member, who shall be solely responsible to pay his/her salary and employee benefits and he/she shall not become the joint employee of any other Participating Member. The Director shall serve as an ex-officio, nonvoting member of the IKE JETSB and the IKE 911 Center Operating Board. The Director may also be appointed and serve as the Community Public Member or the PSAP Representative or the combined Community Public Member/PSAP Representative. The Director shall have the authority to enforce all chain-of-command orders, rules, regulations and standard operating procedures set forth in the IKE 911 Center Policy and Protocol Manual prepared and maintained by the IKE 911 Center Operating Board to ensure the safe and efficient operation of the IKE 911 Center. The Director shall cooperate with the Village Manager/Administrators, the Police Chiefs and the Fire Chiefs of the Participating Members in documenting any misconduct or non-compliance conduct by the dispatchers for disciplinary purposes. All such disciplinary action shall be handled by the Village Manager/Administrators, the Police Chiefs and the Fire Chiefs of the Participating Members, except that, in the event of serious or repeated misconduct by a dispatcher, the Director reserves the right to request a dispatcher be removed from the IKE 911 Center and have the dispatcher immediately report back to his or her Participating Member.

Dispatch and Communication System ("System") shall mean: A centralized, combined emergency dispatch services and communication system.

Dispatch Services shall mean: The transmitting or receiving of communications requesting emergency response and management services and police protection/fire protection/emergency medical and ambulance services by dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.
**Emergency Telephone System Fund shall mean:** The separate interest-bearing bank account(s) that the IKE JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such Surcharge Funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended, and the terms of this Agreement.

**Grant Funds shall mean:** The funds that are awarded by any private or public entity to or for the benefit of the IKE JETSB, any Participating Member or the IKE 911 Center that is covered by this Agreement. The IKE JETSB, any Participating Member or the IKE 911 Center may apply for any grant funds in furtherance of the objectives of this Agreement. “Unspecified grant funds” are those funds awarded to the IKE JETSB for use by the IKE JETSB, in its discretion and in accordance with this IGA, including distribution to one or more Participating Members or to the IKE 911 Center (as defined below) covered by this Agreement. “Specified grant funds” are funds that are awarded to or for the benefit of the IKE JETSB or a specific Participating Member or the IKE 911 Center.

**Local ETSB Reserves shall mean:** The monies held by each Participating Member’s local ETSB in accordance with the applicable sections of the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) for payment of eligible expenses, which, upon termination of the local ETSB, will be paid to the IKE JETSB. Participating Member will receive credit for the Local ETSB Reserves paid to the IKE JETSB on its behalf.

**Participation Fee (or Participation Fees) shall mean:** The annual (or periodic or supplemental) fees payable by each Participating Member as a condition of membership in the IKE JETSB and for the use of the IKE 911 Center that covers its respective portion of the Annual Budget, including the anticipated operating costs and capital costs incurred or to be incurred in the establishment and operation of the IKE JETSB and the IKE 911 Center Operating Board, the operations and maintenance of the IKE 911 Center, and a portion of the annual, ongoing Operating Costs and Capital Costs of the IKE JETSB and the IKE 911 Center that each new member is obligated to contribute towards its continued membership in the IKE JETSB and use of the IKE 911 Center.

**Participating Member (or Participating Members) shall mean:** Any unit of local government or intergovernmental cooperative established by intergovernmental agreement or under State law that agrees to participate in the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center by approving this Agreement, as amended, and has been accepted and authorized to participate in the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center in accordance with the terms of this Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Participating Member, its successor entity shall continue to participate under this Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.

**PSAP Representative shall mean:** A person who serves as an appointed voting member of the IKE JETSB and an appointed voting member of the IKE 911 Center Operating Board (See, 50 ILCS 750/15.4). The
method of and rules for appointment, the appointment term and the eligibility requirements for the PSAP Representative and the Combined Community Public Member/PSAP Representative shall be the same as provided for the Community Public Member as set forth above in the definition of the Community Public Member.

**Operating Costs shall mean:** Any costs incurred by the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center related to the administrative operations of the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center, including insurance, outside vendors and utilities. This term shall not include the salaries and employee benefits and costs of any dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board.

**Start-Up Budget shall mean:** A budget that identifies and provides for all initial start-up costs related to the establishment and ongoing administrative operations of the IKE JETSB, the IKE 911 Center Operating Board and the IKE 911 Center during its first fiscal year. The Start-Up Budget is subject to the approval of the corporate authorities of the Participating Members.

**Recapture Fee shall mean:** The recapture fee is the fee that shall either be paid by or to any withdrawing or terminated Participating Member to reimburse: (a) the other Participating Members for its prorated share of all budgeted and incurred but unpaid or pre-existing debt obligations relating to the annual administrative operations, maintenance and capital needs of the IKE JETSB and the IKE 911 Center, including any budgeted and incurred but unpaid Operating Costs an Capital Costs incurred or paid for by the IKE JETSB for the IKE 911 Center for a two (2) year period or less time if a replacement member joins the IKE JETSB; and (b) the withdrawing or terminated Participating Member for the present day value of its payment of the costs associated with the build-out the interior building addition with the IKE 911 Center Equipment and the acquisition costs of the IKE 911 Center Equipment and any other personal property, Operating Costs or Capital Costs. The Recapture Fee shall be determined determine the Recapture Fee by the IKE JETSB’s auditor or any financial consultant retained by the mutually consent of the IKE JETSB and the withdrawing or terminated Participating Member in accordance with generally accepted accounting principles based on the rules and standards issued by the Financial Accounting Standards Board (FASB) and the Accounting Principles Board (APB) and the purpose and intent expressed in this definition. The purpose of the Recapture Fee is to provide an equitable financial solution for a withdrawing or terminated Participating Member after making financial contributions to the IKE JETSB and the IKE 911 Center to avoid the unjust enrichment of the withdrawing or terminated Participating Member or the unjust enrichment of those remaining Participating Members, at the expense of the withdrawing or terminated Participating Member. The IKE JETSB will consider the respective contribution amounts towards retired and existing, on-going financial obligations of the IKE JETSB and the IKE 911 Center during the all of the Participating Members’ time with the IKE JETSB, who have received certain services but not paid their fair share or who have pre-paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the shared expense of the IKE JETSB and the other Participating Members, and then, upon withdrawal from or dissolution of the IKE JETSB or termination of this Agreement, those Participating Members retain the value of such improvements. Applicable depreciation schedules and “remaining use of life” accounting formulas will be applied to establish any credits or set-offs that are payable to or due from withdrawing or terminated Participating Member for its contributions towards the IKE 911 Center Equipment, the Phase One (911 Center)
Project Costs, any Operating Costs, and unamortized Capital Costs.

**Reserve Fund shall mean:** The monies retained by the IKE JETSB in an account that equals a certain percentage of the typical annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for administrative operations, maintenance and capital needs, and other lawful purposes of the IKE JETSB and the IKE 911 Center in emergency or special circumstances. As part of its fiscal policies, the IKE JETSB, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Treasurer or any IKE JETSB-retained consultant or the IKE JETSB’s auditor.

**Surcharge Funds or Surcharge Monies shall mean:** Monies collected by the State of Illinois for each Participating Member pursuant to the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended, and any other laws that allow for the collection of money to fund 9-1-1 operations.

**Wireless Service Emergency Fund means:** The separate interest-bearing bank account(s) that the IKE JETSB shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such Surcharge Funds on behalf of the Participating Members. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) and the Emergency System Telephone Act (50 ILCS 750/1 et seq.), as amended.

**ARTICLE II**
IKE JETSB

2.0. Composition.

The total number of members on the IKE JETSB shall not be less than five (5) members per the Act and shall at a minimum match the total number of Participating Members that are a party to this IGA, as amended to add new Participating Members, plus the Community Public Member and the PSAP Representative or the Combined Community Public Member/PSAP Representative. The Police Chiefs and the Fire Chiefs of the Participating Members shall be permanent members on the IKE JETSB. The initial membership on the IKE JETSB shall consist of: the Broadview Fire Chief, the Broadview Police Chief, the Maywood Fire Chief, the Maywood Police Chief and one (1) Combined Community Public Member/PSAP Representative. The representatives from each of the Participating Members of the IKE JETSB shall be designated in writing by the president or presiding administrative officer of each Participating Member after appointment by their respective corporate authorities. The representatives who serve on the Board should be comprised of a mix of administrative and fire department and police department personnel of the Participating Members, except that the Community Public Member and the PSAP Representative may be, but do not have to be, an official or employee of any Participating Member. The IKE JETSB representatives, other than the Community Public Member and the PSAP Representative, shall not have a defined term length, but may be replaced by the corporate authorities of the respective Participating Member in accordance with applicable State law (See, 50 ILCS 750/15.4). Each Participating Member (through its president or presiding administrative officer) shall also designate one (1) set of alternate representatives (e.g., deputy chiefs) to serve in the absence of the primary representative. The designated representatives and alternate representatives shall continue to serve until a replacement(s) is designated in the manner provided for above. The alternative representatives shall be allowed to cast a vote only when they attend the IKE JETSB meetings in the place of the primary representatives. The IKE
911 Center Director shall serve as an ex-officio, nonvoting member of the IKE JETSB.

2.1. Chair, Vice-Chair and Secretary.

Chair; Vice-Chair. Based on the rotation provided for below, the Board shall, at its initial meeting and thereafter at its annual meeting, appoint one of its members to serve as the Chair, whose term shall run until a successor is appointed at the next annual meeting. At its initial meeting, and thereafter at its annual meeting, the Board shall also appoint one of its members to serve as the Vice-Chair. The Chair shall preside over all meetings of the Board and shall have such powers as are conferred upon him/her by the Board and this Agreement. In the absence of the Chair or in the event of the Chair’s refusal or inability to act, the Vice-Chair shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the Chair. In the absence of the Chair and the Vice-Chair from a meeting, the Board shall appoint a Chair pro-temp to undertake the duties of the Chair for that particular meeting.

Rotation of Chair Appointments. The Board shall appoint one of its members to serve as the Chair on a rotating, annual basis, based on the descending alphabetical order of the names of the Participating Members (e.g., Broadview and Maywood). If another Participating Member joins the IKE JETSB, its name shall be inserted at the end of the list, or as determined by the Board prior to the inclusion of the new Participating Member. The representatives of the new Participating Member shall not be eligible to serve as Chair until each of the preceding Participating Members on the alphabetical list of Participating Members has served as Chair at least one time. When the representative of the last Participating Member on the list has had an opportunity to serve as Chair, the next Chair shall be selected from the Participating Member at the top of the list.

Replacement. If any member of the Board fails to retain the status necessary to serve on behalf of the Participating Member that he/she represents, then the Participating Member shall inform the Board of this fact and designate an otherwise qualified representative to serve on the Board. The alternate representative will serve until a successor is duly appointed and qualified.

Secretary. The Board shall select a person to serve as Secretary to the Board, who may be an employee of one of the Participating Members, and the Secretary shall:

A. Take and keep the minutes of the Board meetings in a binder provided for that purpose; and

B. See that all notices are duly given in accordance with the provisions of this Agreement or as required by law, and specifically as required by the Open Meeting Act, 5 ILCS 120/1 et seq.; and

C. Be custodian of the records of the IKE JETSB and perform all duties incident to the position of Secretary, and such other duties as may from time to time be assigned by the Board; and

D. Serve as one of the designated Freedom of Information Officers for the IKE JETSB and shall ensure compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq.; and
E. Perform the above duties in accordance with the OMA.

In the absence of the Secretary or his/her designee, the Board shall appoint a Secretary pro-tem to undertake the duties of the Secretary during the Secretary's absence.

2.2. Meetings of the Board.

A. The Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting, at which time the Chair and Vice-Chair shall be appointed. The Board shall meet at least once each year or more frequently as deemed necessary by the Board.

B. All meetings of the Board shall, except to the extent that this Agreement imposes more strict requirements, be held in accordance with the OMA. Special meetings of the Board may be called by the Chair or majority of the total number of Board members, provided that at least forty-eight (48) hours prior written notice of the special meeting specifying the time, date and location of the meeting shall be given to each Board member and an agenda specifying the subject of such special meeting shall accompany such notice. In the event of a bona fide emergency, notice shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

C. To the extent not contrary to this Agreement and law, Robert's Rules of Order shall govern the conduct of all meetings of the Board, until the Board establishes its own rules of proceeding.

D. No Board member shall receive any compensation for serving as a Board member, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Board.

2.3. Quorum.

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

2.4. Voting Requirements.

Except for an amendment to this Agreement as provided for under Section 14.2 (Amendment) below or as otherwise specifically noted in this Agreement, a majority vote of the total number of Board members shall be necessary for the Board to act. The phrase "total number of Board members" means the total number of representative positions on the Board as determined by the total number of Participating Members. The minimum affirmative vote needed for the Board to act must be met in each voting instance and shall not be reduced by absentee Board members. Each Board member shall have one vote. No oral or written proxy votes or absentee voting shall be permitted, except that an eligible Board member may vote on matters while in compliance with the Electronic Participation Rules below.
2.5. **Electronic Participation in Meetings.**

In accordance with the OMA, members of the Board may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

A. **Definitions.** The definitions of the terms “meeting,” “public body,” “other means,” “quorum” or any other defined term used in this Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.

B. **OMA Compliance.** The Board and any of its sub-committees must comply with all of the applicable requirements of the OMA, as amended.

C. **Quorum.** The Board is prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.

D. **Meeting Minutes.** Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.

E. **Electronic Attendance and Participation.** As stated in the OMA, provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board or subcommittee may only attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:

- (1) personal illness or disability; or
- (2) employment purposes or the business of the public body; or
- (3) a family emergency or other emergency.

Where a member of the Board is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately after convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.
The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that his or her voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

2.6. **By-laws.**

A set of By-laws may be prepared and approved by the Board, which will provide additional direction and detail in regard to the governance of the IKE JETSB. If adopted, the By-laws will be incorporated by reference into this Agreement, with the original and any amendments to the By-laws being placed on file with the Secretary.

2.7 **Record Keeping**

All records shall be kept in accordance with the Illinois Local Records Act, 50 ILCS 205/1, *et seq.* Any requests for records shall be responded to in accordance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, where applicable.

**ARTICLE III**

**POWERS AND DUTIES OF THE IKE JETSB**

3.0. **Powers.**

A. The statutory powers and duties of the IKE JETSB are set forth in the Intergovernmental and 911-JETSB Statutes and this IGA. The IKE JETSB shall comply with all applicable laws and any adopted procurement policy in regard to its expenditures of the Surcharge Funds and any other funds that are within its statutory jurisdiction. Specifically, the Board shall have all powers that are necessary or incidental to the establishment and operation of the IKE JETSB and to fulfill its duties under this IGA, including, but not limited to:

1. Exercise of all powers conferred upon Emergency Telephone System Boards under the Act, the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations.

2. Determine and approve the general policies for the IKE JETSB and may adopt a set of By-laws.

3. Recommend approval to the corporate authorities of the Participating Members of new members to the IKE JETSB and the IKE 911 Center and any new
membership-related addenda to this IGA by majority vote of the total number of Board members.

4. Receive and authorize the use, expenditure and allocation of all Surcharge Funds and other monies from any revenue source relating to the IKE JETSB, as allowed by any federal or State law, Intergovernmental and 911-JETSB Statutes, including any future amendments to said laws and statutes, and this IGA.

5. Determine and approve all allocations of Surcharge Funds and contributions due from all the Participating Members relative to the annual operations and short-term and long-term administrative and operational planning needs of the IKE JETSB and the IKE 911 Center, including the IKE 911 Center Equipment, the Phase One (911 Center) Project Costs, any Operating Costs and Capital Costs, and determine and approve any payments owed to any Participating Member (if any) that withdraws from or terminates its participation in this Agreement, based on information provided by the Treasurer, any IKE JETSB-retained consultant or the IKE JETSB’s auditor.

6. Determine and approve any revisions in the formula or data used for calculating each Participating Member’s share of the Surcharge Funds and other monies from any revenue source authorized by any federal or State law or any surcharge imposed collected by or received on behalf of the IKE JETSB and the Participation Fee by a majority vote of the total number of Board members.

7. Approval of the Start-Up Budget, the Annual Budget and the Reserve Fund for the establishment and ongoing administrative and operations of the IKE JETSB and the IKE 911 Center, by a majority vote of the total number of Board members, subject to annual and supplemental funding contributions that are authorized by the corporate authorities of the Participating Members.

8. Reallocation budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions.

9. Approve budget increases or adjustments, by a majority vote of the total number of Board members, subject to annual and supplemental funding contributions that are authorized by the corporate authorities of the Participating Members.

10. Purchase of equipment, supplies, software, hardware and other business-related technology relating to the administrative and operational needs of the IKE JETSB and the IKE 911 Center, in accordance with the Annual Budget, as amended.

11. Enter into agreements, contracts, leases, license and other arrangements with other persons, entities, organizations or units of government that are consistent
with the purposes of the IKE JETSB and the IKE 911 Center, as set forth in this IGA.

12. In its own name, make and enter into contracts, accept contributions, acquire, hold and dispose of property, real and personal, and incur debts, liabilities or obligations necessary for the accomplishment of its purposes, and sue or be sued to enforce its contracts, liabilities and the duties owed it.

13. Purchase or lease or use of facilities consistent with the administrative and operational purposes of the IKE JETSB and the IKE 911 Center, as set forth in this Agreement, or an amended version of the Agreement.

14. Hiring, appointing, directing, compensating, disciplining and terminating of individuals to perform tasks and activities that are consistent with the administrative and operational purposes of the IKE JETSB, as set forth in this Agreement, or an amended version of the Agreement, excluding any dispatchers and supervisory staff who work at the IKE 911 Center and who are employees of the Participating Member.

15. The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/0.01 et seq.), including any future amendments to said statute, relative to matters contained in the Annual Budget.

16. Contract with consultants, auditors and attorneys relative to IKE JETSB matters as provided for in the Annual Budget.

17. Apply for and spend any grants, loans or other financing that is available under the Intergovernmental and 911-JETSB Statutes, or other applicable laws, which relate to the operations of the IKE JETSB and/or the IKE 911 Center as necessary or incidental to the purposes of this Agreement.

18. Undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement, including but not limited to voting as a group to break any unresolved tie votes of the Operating Board.

B. The Board shall, in all cases, exercise its powers in a manner that complies with this Agreement and all applicable laws, including compliance with all registrations and certifications required by the Office of State 9-1-1 Administrator, and any subsequent amendments to said laws or regulations.

3.1. Prohibited Actions.

The IKE JETSB shall not have the power of eminent domain or the power to levy taxes.
ARTICLE IV
IKE 911 CENTER OPERATING BOARD

4.0. Operating Board. The IKE 911 Center Operating Board ("Operating Board") will oversee, manage and direct the day-to-day administrative and technical operations, IKE 911 Equipment maintenance and staffing of the dispatch personnel and supervisory staff of the IKE 911 Center in accordance with the "IKE 911 Center Policy and Protocol Manual", which shall be prepared, maintained and updated by the Operating Board.

4.1. Composition. The Operating Board shall consist of the Police Chiefs and the Fire Chiefs (or their designees) of the Participating Members, and the IKE 911 Center Director, who is an ex-officio member of the Operating Board. The Operating Board agrees to receive input from the IKE 911 Center Director, as an ex-officio member, in regard to the IKE 911 Center Policy and Protocol Manual prepared and maintained by the IKE 911 Center Operating Board.

A. Each Participating Member shall designate, in writing, one (1) alternate from its Fire Department and from its Police Department to serve in the absence of the primary representative.

B. On an annual basis, the Operating Board shall each select its Chair and Vice-Chair, who shall serve as Acting Chair when the Chair is absent from a meeting.

C. No Operating Board member shall receive any compensation for serving on the Board, except that he/she may be reimbursed for actual, necessary and documented administrative (business) expenses incurred as part of serving on the Board.

D. If any Operating Board member fails to retain the status necessary to serve on behalf of the Participating Member that he/she represents, then the Participating Member shall inform the other Participating Members of this fact and designate an otherwise qualified representative to serve on the respective Operating Board, until a successor is duly appointed and qualified.

4.2. Meetings.

A. The Operating Board shall meet on a monthly basis, or more frequently if needed. Each December, the Operating Board shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting. One of the Operating Board members, or his/her designee, shall also serve as Secretary to the Operating Board and take minutes of each meeting.

B. Notice of the regular meetings, including an agenda, shall be delivered or electronically mailed: (a) to each Operating Board member at least forty-eight (48) hours prior to the meeting, and (b) to all media requesting same. Notice of the meeting and the agenda shall also be posted in an area viewable by the public at the building housing the IKE 911
Center, as well as at the location where the meeting is actually conducted, if different from the IKE 911 Center.

C. Special meetings may be held at the call of any Operating Board member with at least forty-eight (48) hours’ notice given. In the event of a bona fide emergency, notice of an emergency meeting shall be given as soon as practicable in a manner that is reasonably calculated to provide actual notice under the circumstances.

D. All notices of regular, special, closed (executive session) and emergency meetings and agendas therefor, shall be prepared, posted and distributed by the Chair, or his/her designee, in accordance with the OMA, as amended from time to time.

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

F. Robert’s Rules of Order shall govern the conduct of all Operating Board meetings, until the respective Operating Boards establish their own rules of proceeding.

G. Disputes.

1. **Personnel Matters.** Any personnel disputes or complaints regarding matters that come before the Operating Board shall be handled by the respective Fire Chief(s) or Police Chief(s) whose employee(s) are involved in the dispute or complaint in accordance with the IKE 911 Center Policy and Protocol Manual and the applicable personnel policy manual and/or labor contract that govern the employees.

2. **Member Disputes.** For any disputes or complaints that arise among the Operating Board members, such as a matter that has the potential to lead to liability for the IKE JETSB or the IKE 911 Center or represents a major change to the day to day operations of the IKE 911 Center, such disputes or complaints shall first be subject to the dispute resolution process set forth in Section 10.4 (Dispute Resolution) of this IGA.

4.3. Voting.

A. A simple majority vote of the Operating Board members attending a meeting is required for either Operating Board to take final action on a matter or to provide direction on a matter. Each Operating Board member shall be entitled to vote at each meeting.

B. No proxy or absentee votes are allowed, except that an Operating Board member may participate and vote during a meeting if he or she is eligible to attend the meeting via electronic attendance and complies with the electronic participation rules above.

C. Tie votes. If there is a tie vote on a matter that cannot be resolved, the Operating Board Members agree to have the matter decided by majority vote of the IKE JETSB.
4.4 Duties:

The Operating Board shall:

A. Oversee, manage and direct the day-to-day administrative and technical operations, the IKE 911 Equipment maintenance and the staffing of the dispatch personnel and supervisory staff of the IKE 911 Center in accordance with the IKE 911 Center Policy and Protocol Manual.

B. Prepare, maintain and update by the IKE 911 Center Policy and Protocol Manual.

C. Preparation of an Annual Budget for approval by the IKE JETSB in regard to the operations and short-term and long-term administrative and operational planning needs of the IKE 911 Center, including the IKE 911 Center Equipment, the Phase ONE (911 Center) Project Costs, any Operating Costs and Capital Costs.

D. Be a resource for the Participating Members in researching budgetary matters, operations, personnel and training matters, and special topics of interest.

E. Handle disputes or complaints concerning the operation of the IKE 911 Center from the Participating Members or any member of the public in accordance with this IGA.

F. Perform any other related duties as directed by the collective Participating Members.

ARTICLE V
PUBLIC SAFETY ANSWERING POINTS (“PSAP”)

5.0 Consolidation of PSAPs.

A. Upon approval of this IGA, and the certification and approval by the State 9-1-1 Administrator, of the IKE JETSB and the PSAP consolidation plan prepared by the Participating Members, the operation of the following PSAPs shall be terminated under the terms of the consolidation plan:

1. Maywood PSAP

B. The following one (1) PSAP will continue to be operated, maintained and staffed by the respective Participating Members and will receive certain allocations of Surcharge Funds in accordance with this IGA:

1. Broadview PSAP (operations to be transferred to the IKE 911 Center)

C. Service Territory. The service territories of the IKE 911 Center PSAP shall be the areas currently served by the each respective PSAP of the Participating Members as of the Effective Date of this Agreement.
D. **Expansion of Service Territory; Equal Share / Proportionate Share** Cost Sharing. The IKE 911 Center PSAP shall not expand its 9-1-1 dispatch service territories without first providing written notice of an intent to expand its 9-1-1 dispatch service territories and obtaining the approval of the IKE JETSB by a **majority** of the total number of the Board members. The expansion of service territory that requires adding one or more additional unit of local government to the Board will require, at a minimum: (a) new member approval by the IKE JETSB, as required by this IGA, and approval of an addendum to this IGA by all Participating Members, (b) re-allocation and re-calculation of the “Equal Share / Proportionate Share” cost sharing formula regarding the Surcharge Funds and other revenues to match the new number of Participating Members (e.g., with two (2) Participating Members, the Equal Share / Proportionate Share cost sharing formula is a 50%/50% allocation and with three (3) Participating Members, the Equal Share / Proportionate Share cost sharing formula becomes a 33.3%/33.3%/33.3% allocation), (c) the filing of an updated application for approval by the State 9-1-1 Administrator and approval of said application by the State 9-1-1 Administrator and approval of said application by the State 9-1-1 Administrator, and (d) the new member shall pay for the administrative costs, equipment costs, legal costs and other related costs associated with joining the IKE 911 Center and the IKE JETSB, and with the preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

E. **Non-9-1-1 Dispatch Service Territories.** The IKE 911 Center PSAP may expand its non-9-1-1 dispatch service territories without notice to or obtaining the approval of the IKE JETSB, subject to approval of any contracts or intergovernmental agreements by the IKE JETSB.

**ARTICLE VI**

**FINANCES**

6.0. **Fiscal Year.**

The IKE JETSB’S fiscal year shall be from January 1st to December 31st of the next year.

6.1 **Budget and Operating Funds.**

A. The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the IKE JETSB and the IKE 911 Center:

1. Start-Up Operating Budget (one-time preparation).

2. Annual Budget (includes the Operating Budget and the Capital Budget).


5. Any other fund deemed necessary for operation purposes or required by applicable law.

B. The amounts due pursuant to this Section from each Participating Member shall be payable to the IKE JETSB on a date determined by the Board made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. In addition to any interest payment due under the Local Government Prompt Payment Act, a late fee, as determined by the Board, may be charged to any Participating Member who makes a late payment.

6.2. Allocation of Surcharge Funds and Other Related Revenues.

A. Allocation. The IKE JETSB shall provide for the collection of all ETSB Surcharge Funds and any other monies received from the State of Illinois or other lawful sources on behalf of the IKE JETSB and its Participating Members, pursuant to any surcharge, grant or similar revenue stream authorized under applicable federal or State law, and allocate those funds and monies to the IKE 911 Center to assist with its administrative and operational expenses, equipment and technology needs and upgrades and maintenance to such equipment and technology, subject to a portion of those funds and monies being used to pay for the administrative costs, maintenance and capital needs of the IKE JETSB in accordance with its Annual Budget and applicable federal or State law, as amended. The allocation formula shall be as follows:

Surcharge Funds and other revenues received by the IKE JETSB shall be allocated on a “Equal Share / Proportionate Share” basis that matches the number of Participating Members for the benefit of each of Participating Member on a periodic basis (e.g., monthly, quarterly), as determined by the Board. For example, with two (2) Participating Members, the Equal Share / Proportionate Share cost sharing formula is a 50%/50% allocation and with three (3) Participating Members, the Equal Share / Proportionate Share cost sharing formula becomes a 33.3%/33.3%/33.3% allocation.

B. Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds. In order to receive its allocation of ETSB Surcharge Funds, grant funds and other allocated revenues, the designated Participating Member or the IKE JETSB shall submit itemized reimbursement requests to the IKE JETSB and the Treasurer, on a periodic basis, that identifies the eligible ETSB expenses and related amounts to be paid with the ETSB Surcharge Funds, grant funds and other allocated revenues to assist with the administrative and operational expenses, equipment and technology needs and upgrades and maintenance to such equipment and technology of the Participating Member or the IKE 911 Center or the IKE JETSB. Each reimbursement request shall contain a signed certification by the chief operating officer or official, or his / her designee, of the IKE 911 Center or the IKE JETSB that states: “On behalf of the below listed the IKE 911 Center or the IKE JETSB, I certify that requests the below requested
dollar amount of its allocated share of ETSB Surcharge Funds, grant funds and other allocated revenues and that such funds shall be spent on eligible expenses to assist with the administrative and operational expenses, equipment and technology needs and upgrades and maintenance to such equipment and technology of the Participating Member or the IKE 911 Center or the IKE JETSB as permitted under the Emergency Telephone System Act (50 ILCS 750/1 et seq.) (the “Act”), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) or any other applicable federal or State law.”

C. **Approval of Payments.** The IKE JETSB shall approve the payment of any allocation of ETSB Surcharge Funds, grant funds and other allocated revenues as requested by the designated Participating Member on behalf of a Participating Member or the IKE 911 Center or the IKE JETSB by resolution adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.

D. **Receiving or Retaining Surcharge Funds.** No Participating Member or PSAP shall be entitled to receive or retain Surcharge Funds, grant funds and other allocated revenues that exceed its allocation of ETSB Surcharge Funds, grant funds and other allocated revenues or to receive such funds for a reason that is inconsistent with the terms of this Agreement.

E. **Deposit of Surcharge Funds.** All moneys received by the IKE JETSB pursuant to a surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, shall be deposited into one or more separate interest-bearing bank accounts as required by applicable law (e.g., the Emergency Telephone System Fund Account). The Treasurer shall be custodian of all ETSB-related moneys held in the IKE JETSB accounts. All interest accruing on money in the IKE JETSB accounts shall remain in the account(s), until authorized by the Board for expenditure. No expenditures may be made from such IKE JETSB Fund accounts except upon the direction of the IKE JETSB by resolution passed by a majority of all members of the IKE JETSB. The IKE JETSB may also maintain additional bank accounts as required by law or as otherwise approved by a majority of the IKE JETSB.

F. **Re-Calculation of Equal Share Based on New Membership.** If a new member joins the IKE JETSB, a re-calculation of the “Equal Share / Proportionate Share” basis formula shall be performed to adjust the allocations to account for adding the new member. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the IKE JETSB.

G. **Local ETSB Funds Must Be Remitted to the IKE JETSB.** Upon termination of the local ETSBS, the Local ETSB Reserves held by each Participating Member will be paid to the IKE JETSB and will be expended only based on the passage of one or more resolutions by
the IKE JETSB authorizing the release of funds. There will be a credit given to the Participating Member equal to the amount of Local ETSB Reserves paid to the IKE JETSB.

H. Re-Calculation of Equal Share Based on Membership Changes or Other Factors. In the event the number of Participating Members changes, or in the event IKE JETSB provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Participating Member’s percentage share of IKE JETSB’S Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote of the total number of Board members.

6.3. Allocation of Annual Operating Costs.

A. Annual Operating Costs Allocation Formula. For the period from the Effective Date of this Agreement to the termination of this Agreement, the allocation for the IKE JETSB’S and the IKE 911 Center’s “Initial Annual Operating Costs” in its first fiscal year and the allocation for the “Annual Operating Costs” for each subsequent fiscal year shall be determined on a “Equal Share / Proportionate Share” basis, per Subsection 6.2 above, and shall be chargeable to each Participating Member.

B. Draft Start-Up Budget. A draft “Start-Up Operating Budget”, which contains the anticipated revenues and expenses of the IKE JETSB and the IKE 911 Center for the period from the inception of this Agreement to the end of the first fiscal year, is attached as Exhibit “B” to this Agreement. Exhibit “B” includes a chart establishing the respective contribution amounts due for each Participating Member and includes the amount of each Participating Member’s contribution(s), which amounts are based on the “Equal Share / Proportionate Share” basis of each Participating Member. In the event the number of Participating Members changes prior to the end of the first fiscal year, then the methodology used to calculate each Participating Member’s percentage share of IKE JETSB’S and the IKE 911 Center’s Annual Operating Costs shall be revised by the Equal Share / Proportionate Share” basis or such other different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote of the total number of Board members.

6.4. Annual Budget.

The Board shall adopt an Annual Budget for the upcoming fiscal year at no later than its November meeting each year. The Treasurer shall prepare a proposed Annual Budget for the Board to review and discuss at the Board’s September and October meetings each year. The Board shall review the proposed Annual Budget and direct the Treasurer to make such modifications as the Board deems proper and advisable.
6.5. Establishment of Participation Fees and Cost-Sharing.

A. Participation Fees. The Participation Fees of each Participating Member will be satisfied by the Surcharge Funds received on its behalf from the State of Illinois or from ETSB Funds or other funds contributed to the IKE JETSB by the Participating Member. The IKE JETSB may deduct the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, as authorized by applicable law, after prior written notice to the Participating Members of their respective Participation Fees and approval of an authorization resolution by that Board as required by Section 35 of the Act (50 ILCS 750/35). If there are not adequate funds to deduct and pay the Participation Fees from the Emergency Telephone System Fund and the Wireless Service Emergency Fund, or other lawfully established bank accounts, then the Participating Members agree to contribute additional funds to satisfy their Participation Fees.

B. Initial and Subsequent Participation Fees. The initial Participation Fees shall be based on the Start-Up Budget as determined by the IKE JETSB, in its sole discretion, based on information provided by the Treasurer or any IKE JETSB-retained consultant or the IKE JETSB's auditor. Thereafter, on an annual basis, the IKE JETSB, in its sole discretion, may establish one level of Participation Fees and additional other fees charged to the Initial Participating Members and one or more other levels of Participation Fees and additional other charges payable by members that join the IKE JETSB after its formation. The Participation Fees for the Initial Participating Members for the first full fiscal year of operation shall be based on the "Equal Share / Proportionate Share" basis formula(s) set forth in Subsection 6.2 above or as otherwise established by the Board, in its sole discretion, and from time to time may be amended. The Participation Fees will be paid annually to the IKE JETSB in monthly installments, by the tenth (10th) calendar day of the month based on an invoice from the IKE JETSB.

C. Surcharge Fund Allocation Formula. The annual Surcharge Fund Allocation Formula of Section 6.2 above is based on a formula that is established by the Board of Directors, in its sole discretion, and from time to time may be amended in accordance with this Agreement.

1. Cost-Sharing. The Board, in its discretion, shall have the authority to fix cost sharing charges for all Participating Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term Capital Costs and long-term Operating Costs and any other activities of the IKE JETSB and the IKE 911 Center will be cost-shared by the Participating Members, based on the "Equal Share / Proportionate Share" basis formula set forth in Subsection 6.2 above or as otherwise determined by the Board, with input from the Treasurer, any IKE JETSB-retained consultant and/or IKE JETSB's auditor, and such formula(s) may be amended from time to time without the need to amend this Agreement.
2. **Supplemental Fees.** If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the IKE JETSB’s matching portion of a grant) of the IKE JETSB or the IKE 911 Center, all Participating Members shall be obligated to timely pay any supplemental fees assessed by the IKE JETSB based on their Equal Share / Proportionate Share, as determined by the Board.

3. **Payment Due Date; Billing.** All Participation Fees shall be paid by the Participating Members to the IKE JETSB after the issuance of an itemized invoice based on a payment schedule (e.g., monthly or quarterly invoices) as determined by a majority vote of the Board. The payment shall be due within thirty (30) calendar days of the date of any invoice from the IKE JETSB. The invoices shall be sent by the Treasurer to the Participating Members by electronic mail and United States mail on the date of the invoice or the next business day. To the extent there are adequate funds in the JETSB’s ETSF Fund account(s) to pay the monthly or quarterly Participation Fees of the Participating Members, the Board may authorize the payment on behalf of the Participating Members from Surcharge Funds currently available in the Emergency Telephone System Fund or the Wireless Service Emergency Funds or other lawfully established bank account(s) or from the Participating Members. The Treasurer, or his/her designee, will be responsible for issuing billing statements to all Participating Members in advance of the payment due dates. Any quarterly or periodic billing cycles shall be set by the Board, with input of the Treasurer.

4. **Payment of Fees.** Continued membership in the IKE JETSB shall be contingent upon the payment by each Participating Member of its established, mandatory Participation Fees and any additional fees and charges that may be established by the Board. Each Participating Member shall take all required actions to authorize the timely payment of its Participation Fees and other required fees, including any assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet its shared cost obligations under this Agreement or any addendum.

5. **Delinquent Account; Payment.** Any Participating Member whose allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).

6. **Delinquent Account; Voting and Participation.** Any Participating Member who is delinquent in paying any uncontested Participation Fees and other required fees shall not be entitled to further voting privileges on the Board, nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Participating Member is also subject to the removal provisions set forth in Article VII (Personnel Matters) below.
6.6. Treasurer.

A. The Finance Director of the Broadview, Illinois, or his/her designee, shall serve as the initial treasurer of the IKE JETSB ("Treasurer"). In the event the Broadview Treasurer declines to serve as Treasurer, then, upon approval by the Board, the treasurer, the chief financial officer, the finance director or any of the functional equivalents of a Participating Member or a person from an auditing firm may be appointed to serve as the Treasurer of the IKE JETSB for a one (1) year term that is renewable by a majority vote of the total number of Board members. The Treasurer shall have no voting authority on matters regarding the IKE JETSB and shall receive no additional salary or compensation for services provided to the IKE JETSB, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Participating Member that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.

B. Duties. The Treasurer shall:

1. Be the custodian of all IKE JETSB Funds ("JETSB Funds"), including all Surcharge Funds held in the Emergency Telephone System Fund and the Wireless Service Emergency Fund or other authorized bank account(s).
2. Provide on-going counseling to the Board in matters of fiscal policy and fiscal administration of the IKE JETSB.
3. Make recommendations on investment policies and practices to the Board.
4. Act as one of the required signatories of all of the IKE JETSB’s bank accounts, checks and investment instruments.
5. Provide a bond in the amount of $250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board shall determine. If there is an extra cost for such bond, IKE JETSB shall pay the bond premium, or portion thereof, that exceeds the bond premium already paid by the Participating Member on behalf of the Treasurer. The liability of the Treasurer for the custody of the portions of IKE JETSB Funds that are authorized for release pursuant to resolutions adopted by the IKE JETSB terminates upon delivery of the funds to the person or persons or entity or entities entitled to receive such funds as directed in the resolutions.
6. Prepare the Annual Budget, and the operating and capital budgets and financial reports. Prepare and handle requests for proposals for financial consultants and provide recommendations to the Board for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the IKE JETSB and the IKE 911 Center.

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

D. Financial Operations. All other necessary financial operations, including but not limited to accounting, accounts payable and payroll, shall be either outsourced to a third-party contractor or handled by the Treasurer.

E. Funds on Deposit. All monies received by the IKE JETSB shall be deposited into one or more FDIC-insured bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of this Agreement, subject to an appropriate budget amendment, and shall be authorized by the Board. All monies received by the IKE JETSB pursuant to a surcharge imposed by the Participating Members under any federal or State law shall be deposited and expended in accordance with applicable federal or State law. All monies received by the IKE JETSB pursuant to a surcharge imposed under Section 15.3 of the Act (50 ILCS 750/15.3) shall be deposited into separate interest-bearing Emergency Telephone System Fund accounts at a bank designated by the Board as maintained for itself and for each respective PSAP. All monies received by the IKE JETSB pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) shall be deposited into separate interest-bearing Wireless Service Emergency Fund accounts at a bank designated by the Board as maintained for itself and for each respective PSAP. Notwithstanding any other provision in this Agreement to the contrary, no expenditures may be made from one of the Emergency Telephone System Fund accounts or the Wireless Service Emergency Fund accounts, except upon direction of the Board. All expenditures from each of the Emergency Telephone System Fund accounts shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Wireless Service Emergency Fund accounts shall only be made to pay for the costs permitted by the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.). All monies received by the IKE JETSB pursuant to any surcharge (or similar revenue stream authorized by law) collected by the IKE JETSB under applicable federal or State law shall be retained and spent in accordance with applicable federal or State law, as amended. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

6.7. Credit for Surcharge Payments.

A. Emergency Telephone System Fund. Subject to each Participating Member using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their Fiscal Year 2017 and Fiscal Year 2018 ETSB budgets, each Participating Member shall be obligated to forward any and all other Surcharge Funds it receives prior to or after the Effective Date of this Agreement pursuant to a surcharge imposed under Section 15.3 of the Act, 50 ILCS 750/1 et seq. ("Surcharge Funds") to the IKE JETSB for use by the IKE JETSB as directed by this IGA. Each Participating Member shall be credited for the
deposit of its Surcharge Funds into the IKE JETSB’s Emergency Telephone System Fund accounts maintained for each respective PSAP and for itself and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of Surcharge Funds deposited into the IKE JETSB’s interest-bearing Emergency Telephone System Fund accounts shall be used in compliance with Subsection 15.4(c) of the Act, as amended, or other applicable laws. Surcharge Funds retained by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Act and the Participating Member’s ordinances. The term “Surcharge Funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Act.

B. Wireless Service Emergency Fund. Subject to each Participating Member using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their Fiscal Year 2017 and Fiscal Year 2018 ETSB budgets, each Participating Member shall be obligated to forward any and all payments it receives prior to or after the Effective Date of this Agreement, pursuant to a surcharge imposed under the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and/or the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.) (collectively “Wireless Surcharge Funds”), to the IKE JETSB for use by the IKE JETSB as directed by this IGA. Each Participating Member shall be credited for the deposit of its Wireless Surcharge Funds into the IKE JETSB’S interest-bearing Wireless Emergency Telephone System Fund accounts or its Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself, and such credit shall be applied to the Participation Fees, as directed by the Participating Member. All expenditures of Wireless Surcharge Funds deposited into the IKE JETSB’S Wireless Emergency Telephone System Fund accounts and the Prepaid Wireless 9-1-1 Surcharge Fund accounts as maintained for each respective PSAP and for itself shall be used in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Participating Member shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Wireless Emergency Telephone Safety Act (50 ILCS 751/1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act and the Participating Member’s ordinances. The term “Wireless Surcharge Funds” includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

C. Authorization to Spend Surcharge Funds and Wireless Surcharge Funds. Until the IKE JETSB is formally certified by the Illinois Department of State Police, each Participating Member’s local ETSB shall be authorized to spend its own ETSB Funds by adoption of the required resolution(s). Once the IKE JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Participating Members, as required by the Act. Once certified, the IKE JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB Funds of each Participating Member in accordance with the applicable laws, but may expend a Participating
Member’s local ETSB Funds on behalf of the Participating Member by resolution consistent with the budgeted items or obligations that exist in its respective Fiscal Year 2017 and Fiscal Year 2018 ETSB budgets. The balance of such ETSB Funds shall be paid to the IKE JETSBS’s Emergency Telephone System Fund and the IKE JETSBS’s Wireless Emergency Telephone System Fund for use by the IKE JETSBS for allowable purposes under applicable laws.


The Board shall cause an annual audit of the financial affairs of the IKE JETSBS and the IKE 911 Center 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.) and Section 40 of the Act (50 ILCS 750/40). The Treasurer shall ensure that the IKE JETSBS complies with annual audit filing requirements of the Illinois State Comptroller’s Office and any other federal or State audit filing requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Participating Member within thirty (30) calendar days of receipt by the IKE JETSBS.


The Board may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures.

6.10. 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.

6.11. 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 IKE JETSBS maintains accounts: (1) Chair of the Board; (2) Vice-Chair of the Board; and (3) Treasurer. There shall be a “two signatory requirement” policy for authorizing any transfer and withdrawal of IKE JETSBS Funds or executing any checks or other instruments that draw IKE JETSBS Funds out of any bank, title or trust companies, depositories or other financial institution at which the IKE JETSBS maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals. The Treasurer shall distribute copies of all signed checks for review by the Board as part of a monthly or quarterly finance report.


The Board may authorize, by motion, resolution or ordinance, and approved at a public meeting, any officer or agent, other than the Chair and Vice-Chair, to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the IKE JETSBS. Such authority may be general or confined to specific Board-approved instances.

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

ARTICLE VII
PERSONNEL MATTERS

7.0. IKE JETSB Personnel.

The Board does not intend to hire any full-time employees. The Board may hire one or more part-time employees to perform administrative functions for the Board. If the Board does hire an employee, it shall determine the number and job descriptions of persons employed by the IKE JETSB. The IKE JETSB may utilize employees of any Participating Member to perform administrative duties for the Board, but those employees, like the Treasurer of Broadview, shall remain employees of the Participating Members and those employees shall be covered for all types of insurances, including Worker’s Compensation claims, by the Participating Members even though the employee may be performing temporary duties for the Board. The IKE JETSB shall provide wages and such other employment benefits to its employees as deemed advisable by the Board. The IKE JETSB and each of the Participating Members are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

7.1. IKE 911 Center Personnel.

Each Participating Member shall be the sole employer of its own dispatchers and supervisory staff who work at the IKE 911 Center, shall be solely responsible to pay the salaries and employee benefits and costs of its own dispatchers and supervisory staff who work at the IKE 911 Center. All employee insurance coverages (health, life, disability, worker’s compensation, etc.) and all retirement and pension benefits of the dispatchers and supervisory staff who work at the IKE 911 Center shall remain with the employing Participating Member and its employment and retirement programs.

A. Staffing Level; Replacements. Each Participating Member shall be responsible for hiring, providing initial training and certifications, maintaining and supplying an adequate number of trained and certified dispatchers and supervisory staff to work at the IKE 911 Center to meet its staffing obligations as determined by the Operating Board. Should a dispatcher or supervisory staff member employed by a Participating Member separate from employment with the Participating Member, the Participating Member shall replace the employee within ninety (90) calendar days. The Participating Member who is not fully staffed shall be responsible for any overtime costs incurred by other members as a result of its staffing shortage. A failure to replace employee shall constitute a material breach of this Agreement and may subject the Participating Member from being removed from the IKE JETSB and the IKE 911 Center, unless the breach is cured within thirty (30) calendar days.
B. **Participating Members Without Employees.** If, on temporary basis, a Participating Member does not have any employees to work at the IKE 911 Center, one or more of the other Participating Members may provide an employee(s) to work for the Participating Member, who shall be responsible for all costs related to the replacement employee’s salary, employment benefits, insurance costs and pension costs. If a proposed Participating Member does not have any employees to work at the IKE 911 Center, the IKE JETSB may, by a two thirds (2/3rds) vote, approve an addendum to this Agreement to admit the proposed Participating Member provided that one or more Participating Members agree to hire one or more additional employee(s) to handle the increased call volume from the new service territory of the new Participating Member, but the new Participating Member who has not allocated its employees to the IKE 911 Center, or otherwise does not have employees to staff the IKE 911 Center, shall be responsible for any costs related to background checks for hiring any new employee(s), the employee’s salary, employment benefits, insurance costs and pension costs related to Participating Member’s hiring of the new employee(s). The addendum shall also require the new Participating Member to indemnify, defend and hold harmless all other Participating Members of the IKE JETSB, officials, employees, agents, and assigns on the same terms as set forth in this Agreement.

7.2. **Labor Contract Matters.** Each Participating Member is responsible for engaging in collective bargaining in advance of the commencement date of the IKE 911 Center in order to reach an agreement with all labor unions representing its dispatchers and supervisory staff who will work at the IKE 911 Center for the transition from multiple PSAPs to the IKE 911 Center PSAP.

7.3. **Information Technology (IT) and Specialty Services.** The IKE 911 Center must be operational and functional on a 24/7 basis and, therefore, the Board and the Operating Board 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 IKE 911 Center’s communications and data delivery equipment, computers, phones, software, hardware and any other related components of the 911 dispatch system.

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

A. **Attendance.** Any member of the Board or any subcommittee (as established by the Board) who is absent from the regular meetings of such Board or subcommittee for three (3) consecutive regular meetings of such Board or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to majority of the total number of Board members or subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board. In addition, any member of the Board or any subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally,
or though their attorney, and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a majority vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) within sixty (60) calendar days of the removal to serve in that position.

B. Non-Performance or Non-Cooperation. Any member of the Board or any subcommittee (as established by the Board) who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board or any subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to majority vote of the total number of Board members or subcommittee, following the third (3rd) incident of non-performance or non-cooperation, or after the first instance of a felony criminal convictions, conduct bringing disrepute on the IKE 911 Center or the IKE 911 JETSB, or other conduct deemed to be serious misconduct or a breach of the rules and regulations of the IKE 911 Center by a majority of the Participating Members, shall be subject to being classified as a resigned member following a hearing before the Board. At least seven (7) calendar days written notice of the date, time and location of the hearing before the Board shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board shall request. If, after a hearing, the Board agrees, by a majority vote of the total number of Board members, to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Participating Member may then designate a replacement (someone other than the person who has been removed) within sixty (60) calendar days of the removal to serve in that position.

ARTICLE VIII
INSURANCE

8.0. Required Insurance Coverage.

As a condition of membership, each Participating Member shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms participation by the Participating Member in all aspects of the IKE JETSB and the IKE 911 Center and all of the officials, employees and volunteers of each Participating Member who perform services, directly or indirectly, for the IKE JETSB and the IKE 911 Center, including all persons who are appointed to serve on the Board or any subcommittee, shall be covered by the insurance policies that are in effect and cover the Participating Member. The certificates of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as “IKE Joint Emergency Telephone System Board” and the “Eisenhower Emergency Communication Center” (“IKE 911 Center”), the IKE 911 Operating Board and all persons appointed to serve on such Boards, established by intergovernmental agreement are additional insureds of the Participating Member. Copies of the certificates of insurance and endorsements for each Participating Member shall be attached to this IGA as Group Exhibit “C” and made a part hereof. While a member of
this IGA, each Participating Member agrees to comply with the following minimum levels of insurance requirements:

8.1. **Scope of Coverage.**

   A. **Commercial General Liability.** Insurance Services Office Commercial General Liability occurrence form CG 0001, including ISO Additional Insured Endorsement CG 2010 and CG 2026 or their equivalent forms.

   B. **Automobile Liability.** Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

   C. **Public Officials Liability Insurance.**

   D. **Workers’ Compensation and Employers’ Liability.** Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

8.2. **Minimum Limits of Coverage.**

   A. **Commercial General Liability.** $1,000,000 combined single limit per occurrence for bodily injury and for property damage, and $2,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than $2,000,000.

   B. **Business Automobile Liability.** $2,000,000 combined single limit per accident for bodily injury and property damage.

   C. **Workers’ Compensation and Employers’ Liability.** Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of $500,000 per accident.

   D. **Public Officials Liability Insurance.** $1,000,000 each covered claim.

   E. **Excess / Umbrella Policy.** $10,000,000 each covered claim.

8.3. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions are the obligation of each Participating Member.

8.4. **Additional Requirements.** The insurance policies must contain, or be endorsed to contain, the following provisions:

   A. **Commercial General Liability and Automobile Liability Coverage.** The IKE 911 Center and the IKE JETSB and their appointed officials, employees, volunteers, agents and representatives must be covered as additional insureds in all respects with no special limitations on the scope of protection afforded to the IKE 911 Center and the IKE JETSB and their appointed officials, employees, volunteers, agents and representatives.
B. Property and Casualty Insurance Coverage for Building Addition. Broadview, as the owner of the building that houses the IKE 911 Center, shall be solely responsible for maintaining all necessary types of building, fire and casualty property and liability insurance and other types of insurance to cover the replacement value of actual building (e.g., the construction costs of the building addition consisting of the exterior walls, insulation, basic mechanical systems (mechanical/electrical/plumbing/heating/air-conditioning), roof and finished interior walls that comprise the finished “shell” of the building prior to the IKE 911 Center Equipment being installed), excluding the replacement value of the IKE 911 Center Equipment.

C. Personal Property / Building Content / Equipment Insurance. The Participating Members agree to share equally in the premium cost for either one or more separate insurance policy(ies) or share equally the extra insurance premium increase in Broadview’s insurance to cover the replacement value of the IKE 911 Center Equipment and all of the construction costs of the build-out of the interior building addition with the IKE 911 Center Equipment, including the costs of any upgraded electrical service panel and related wiring and electrical services lines and heating/plumbing/air-conditioning systems that solely relate to and serve the IKE 911 Center, as set forth in the Conceptual Budget for Phase One (911 Center) for the IKE 911 Center (See, Exhibit “A”).

D. Joint Employer Insurance. To the extent commercially available, the Participating Members agree to explore obtaining a joint employer liability policy to cover the acts and omissions of the dispatchers, supervisory staff and the members of Operating Board and the operations of the IKE 911 Center and to share equally in the premium cost if obtained.

E. Conflict in Priority of Insurance Coverage. If there is a conflict in priority of insurance coverage, Broadview’s insurance shall be primary.

F. Primary Coverage. For purposes of the matters covered by this Agreement only, the insurance coverages maintained by the Participating Members shall be secondary to the insurance coverages maintained by the IKE 911 Center and the IKE JETSB and their appointed officials, employees, volunteers, agents and representatives, if any. Any insurance or self-insurance maintained by the IKE 911 Center and the IKE JETSB and their IKE JETSB, for itself and its appointed officials, employees, volunteers, agents and representatives, shall be the first level of insurance coverage and the Participating Members’ insurance coverages shall be in excess of the IKE JETSB’s insurance coverages and will not contribute with them. Once the maximum level of insurance coverage maintained by the IKE JETSB is exhausted, each of the Participating Members’ insurance coverages will take effect on an equal-share prorated basis (e.g., two (2) Participating Members will each be responsible for one-half of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs). If the IKE 911 Center and the IKE JETSB do not maintain insurance coverages, then insurance coverages maintained by the Participating Members shall be jointly responsible on an
equal-share prorated basis to contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney’s fees and costs and plaintiff attorney’s fees and costs) brought against the IKE JETSB, the IKE 911 Center or any person appointed to or affiliated with or related to the IKE JETSB and the IKE 911 Center.

G. **Reporting.** In the event of a claim, demand, lawsuit or other action filed against the IKE JETSB or the IKE 911 Center and/or their respective appointed officials, employees, volunteers, agents and representatives, the IKE JETSB or the IKE 911 Center shall notify in writing each of its Participating Members so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a Participating Member shall not affect coverage and the indemnification and defense obligations provided to the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives and the IKE 911 Center and its appointed officials, employees, volunteers, agents and representatives.

H. **Severability of Interests/Cross Liability.** The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s ability.

I. **Umbrella Policies.** If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Participating Member must name the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives as additional insureds under the excess/umbrella policy.

J. **Occurrence Form.** All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

K. **Workers’ Compensation and Employers’ Liability Coverage.** The insurer must agree to waive all rights of subrogation against both the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives and the IKE 911 Center and its appointed officials, employees, volunteers, agents and representatives for losses arising from work performed by any of the employees of a Participating Member.

L. **All Coverage.** Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice to the IKE JETSB by certified mail, return receipt requested.

M. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best’s rating of no less than A- and licensed to do business in the State of Illinois.

8.5. **Verification of Coverage.**

Each Participating Member must furnish the IKE JETSB with certificates of insurance naming the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives as additional
insureds and with original endorsements affecting coverage and the indemnification and defense obligations required by this Agreement. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The IKE JETSB reserves the right to request a full certified copy of each insurance policy and endorsement.

Upon approval of this Agreement, the Board shall prepare and file an application on behalf of the IKE JETSB for membership into an intergovernmental self-insured risk management association or prepare and file an application(s) for insurance coverage with commercial insurers.

During the term of this Agreement, the Board will procure and maintain insurance, during the term of this Agreement, as usually held by public entities, including but not limited to: (1) workers’ compensation and employer’s liability coverages (if necessary); (2) property insurance coverages sufficient to cover the replacement value of the IKE JETSB’s and the IKE 911 Center’s equipment, facilities, software and other assets; (3) general public liability coverages with limits of liability of at least Two Million and No/100 Dollars ($2,000,000.00) or in such other amounts deemed advisable by the Board; (4) directors and officers liability coverage in an amount not less than Three Million and No/100 Dollars ($3,000,000.00); (5) business loss or interruption insurance (if deemed necessary); (6) any other type of insurance needed for the operation of the IKE JETSB. The IKE JETSB’s public liability insurance and directors and officers liability coverage shall cover all appointed or designated representatives (e.g., the treasurer, the chief financial officer, the finance director, fire chief, police chief, IT staff), liaisons, executive directors, officers, committee members, employees, volunteers agents of the IKE JETSB, and the members of the IKE JETSB’S Board in connection with any alleged acts or omissions in connection with their lawful activities on behalf of the IKE JETSB. The Participating Members shall be named as additional insureds on all liability coverages maintained by the IKE JETSB. The Board may choose to provide the coverages required herein or any other coverages deemed advisable by the Board, in whole or in part, through the IKE JETSB’s participation in an intergovernmental self-insured risk association or the commercial market.

ARTICLE IX
ADDITIONAL MEMBERS

9.0. Eligibility.

All municipalities and other units of local government, as well as other providers of public safety services that operate an ETSB and receive Surcharge Funds, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join the IKE JETSB, as provided herein.

9.1. Approval of New (Participating) Members.

Upon approval as required herein, a new member shall have certain rights and obligations which shall be set forth in an addendum to this Agreement that shall contain the terms and conditions of membership as agreed to by the Board and the new member. Approval of a new member shall be contingent upon each of the following:
A. Approval and execution of an addendum to this Agreement;

B. Delivery to the IKE JETSB of a certified copy of a duly enacted ordinance in proper form, authorizing and directing execution of an addendum to this Agreement, and further agreeing to be bound by this Agreement and the By-laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the IKE JETSB;

C. Payment to the IKE JETSB of the required Participation Fee and any other fees, as determined by the Board, where said decision shall be based, in part, on information provided by the Treasurer, any IKE JETSB-retained consultant and/or the IKE JETSB’s auditor, and any other information that the IKE JETSB deems relevant;

D. Timely payment of all fees, costs and financial obligations required by this Agreement or an addendum, or as determined by the Board;

E. The Board’s determination that the IKE JETSB can adequately serve the new member without diminishing the ability of the IKE JETSB to continue to serve the other Participating Members;

F. Approval by a majority vote of the total number of Board members; and

G. Adoption of an ordinance by the New Member providing for the termination of the New Member’s existing local emergency telephone system boards, where said ordinance must rescind the local emergency telephone system board’s establishment, authority and operational functions.

ARTICLE X
TERM, WITHDRAWAL, TERMINATION AND DISSOLUTION

10.0. Voluntary Withdrawal.

An Initial Participating Member may, at any time after twenty-four (24) months after the Effective Date of this Agreement, give written notice of its intent to withdraw from the IKE JETSB, subject to the below conditions in this Section. All other Participating Members may, at any time after twenty-four (24) months after joining the IKE JETSB, give written notice of its intent to withdraw from the IKE JETSB, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

A. Withdrawal shall not take effect for two (2) calendar years from the date of such notification.

B. Upon withdrawal, the withdrawing member shall continue to be responsible for:

1. Its share of all the IKE JETSB fees and costs through the effective date of its
withdrawal or the end of its allocated share of all IKE JETSB financial obligations;

2. Any contractual obligations it has signed separately with the IKE JETSB; and

3. The Recapture Fee, as determined by the Agreement.

If the withdrawal results in termination of this Agreement, then the withdrawing member shall participate in the termination of this Agreement and the dissolution of the IKE JETSB as set forth herein.

10.1. Involuntary Withdrawal.

A. Upon a two-thirds (2/3rds) vote of the total number of Board members, excluding the Participating Member at issue, a Participating Member’s participation in the IKE JETSB may be terminated for the following reasons:

1. The non-payment of any required fees, costs and other financial obligations within thirty (30) calendar days of written notice, if the non-payment is not timely resolved as provided for below.

2. Conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any of the terms of this Agreement or any adopted By-laws or other applicable laws or governmental regulations.

3. Non-compliance with or conduct by the Participating Member or any of its employees, agents, volunteers, contractors or representatives that violates any protocols, orders, directives of the Board, the Treasurer, or industry standards or applicable laws or governmental regulations related to the operation of the IKE JETSB.

4. Otherwise legally prohibited from participating in this Agreement, including but not limited to legal or court ruling prohibiting said participation.

Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Participating Member an opportunity to have its alleged default resolved pursuant to the provisions of Section 10.4. (Dispute Resolution; Negotiation) below.

B. The non-payment of any required fees, costs and financial obligations required by this Agreement within thirty (30) calendar days of notice by the IKE JETSB as set forth herein, or the refusal or failure of any Participating Member to be bound by any obligations of the IKE JETSB, shall constitute a default under this Agreement. The default may be cured within the thirty (30) calendar 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 two-thirds (2/3rds) vote of the total number of Board members, excluding the Participating Member at issue.
2. Upon withdrawal, the withdrawing Participating Member shall continue to be responsible for:

   a. Its share of all IKE JETS B fees and costs and its allocated share of all IKE JETS B financial obligations required by this Agreement for a one (1) year period, commencing as of the date that the Board votes to terminate the membership of the Participating Member;

   b. Any contractual obligations it has signed separately with the IKE JETS B; and

   c. The Recapture Fee.

C. As the host Municipality, meaning that the IKE 911 Center is housed at Broadview-owned property, Broadview shall not be subject to ejectment or voluntary withdrawal.

10.2. Termination and Dissolution.

A. If the Board determines that the withdrawal of a Participating Member reduces the number of Participating Members to less than that feasible to keep the IKE JETS B operational, or upon the majority vote of the total number of Board members to dissolve or if there are only two (2) Participating Members and one (1) Participating Member decides to terminate this Agreement, 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 IKE JETS B, remaining funds shall be distributed among those Participating Members who were active members of the IKE JETS B at the time of termination or dissolution, on an “Equal Share / Proportionate Share” basis averaged over the preceding three (3) fiscal years. The Participating Members shall share, on an “Equal Share / Proportionate Share” basis averaged over the preceding three (3) fiscal years, all costs pertaining to debts and liabilities of the IKE JETS B and any other costs associated with terminating the operations of the IKE JETS B and the dissolution of the IKE JETS B. As part of the dissolution of the IKE JETS B and the termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to payment of the Recapture Fee as determined by this Agreement.

C. Upon such termination, and after payment of all debts and liabilities, the Participating Members shall cooperate to wind down the IKE JETS B as follows:

   (1) The fixed assets of the IKE JETS B shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Participating Members at the time of dissolution on an “Equal
Share / Proportionate Share” basis as averaged during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions on an “Equal Share / Proportionate Share” basis by all active Participating Members, at the time of dissolution.

(2) All Participating Members shall share on an “Equal Share / Proportionate Share” basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the IKE JETSB and any other costs, fees and charges associated with terminating the operations of the IKE JETSB and the dissolution of the IKE JETSB.

(3) As part of the dissolution of the IKE JETSB and the termination of this Agreement, a Recapture Fee shall be paid by those certain Participating Members who are subject to the Recapture Fee. The IKE JETSB’S auditor will determine the amount of any Recapture Fees.

(4) All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Participating Member which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

10.3. Withdrawal of Participating Member or Dissolution of IKE JETSB; Surcharge Funds.

Upon withdrawal of a Participating Member or the dissolution of the IKE JETSB, all monies that are allocated or attributable to the Participating Member(s) that are received or collected prior to or after the effective date of the withdrawal or termination from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Act (50 ILCS 750/15.3), the Wireless Emergency Telephone Safety Act (50 ILCS 751.1 et seq.) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), shall be made available to the Participating Member(s) for use in accordance with applicable federal or State law, but only after the allocated portion of the Participating Member’s debts, liabilities and obligations pertaining to its participation in the IKE JETSB or its withdrawal from the IKE JETSB or the dissolution of the IKE JETSB have been fully paid, plus the allocated, accrued interest on such monies.

10.4. Dispute Resolution; Negotiation.

The Participating Members desire to resolve any future disputes that may arise between them relative to this Agreement by avoiding termination of a Participating Member in the IKE JETSB or litigation. Accordingly, the Participating Members agree to engage in good faith negotiations to resolve any such dispute. If any Participating Member has a dispute about a violation, interpretation or application of a provision of this Agreement, or if a dispute arises regarding a Participating Member’s failure to comply with the terms of this Agreement, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board, the Treasurer, or one or more of the Participating Members) shall be served on the Chair, Counsel for the Board and upon the Participating Member at issue. The written
notice shall set forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Chair then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Chair within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this Agreement or available under applicable law. The Chair shall update the Board on the status of such dispute resolution efforts.

ARTICLE XI
IKE 911 CENTER AND REGULATORY APPROVALS

11.1. IKE 911 Dispatch Center - Primary.

The Village of Broadview currently operates a full-service dispatch center from a facility located at 2350 South 25th Avenue, Broadview, Illinois (the “Broadview PSAP”). After the Phase One Project work is completed under this Agreement, the Broadview PSAP shall become the IKE 911 Center and shall be the primary site where dispatchers and supervisory staff employed by the Participating Members work on a daily basis and provide dispatch services.

11.2. IKE 911 Dispatch Center – Alternate and Back-Up Facility.

The Village of Maywood currently operates a full-service dispatch center from a facility located at 125 South Fifth Avenue, Maywood, Illinois, which will be placed in dormant status once the IKE 911 Center is operational, but will be maintained as an alternate site should the IKE 911 Center become non-operable, subject to the IKE JETSB and Participating Members’ budgetary approvals. The IKE JETSB and the Participating Members agree to maintain a PSAP back-up agreement with another PSAP to serve as the back-up dispatch facility for purposes of performing dispatch services for the IKE 911 Center in the event of an emergency that disrupts the IKE 911 Center’s operations.

11.3. Provision of Dispatch Services.

Dispatch Services shall be provided by the IKE 911 Center in accordance with the IKE Dispatch Center Policies and Procedures Manual, as prepared, maintained and updated by the Operating Board. A copy of the IKE 911 Dispatch Center Policies and Procedures Manual is incorporated by reference into this Agreement and made a part hereof.

11.4. Lease of IKE 911 Dispatch Center.

For the duration of this Agreement, the Village of Broadview agrees to lease and provide “24 hours per day/7 days per week/365 days per year” access to the building addition that will house the IKE 911 Center and all of the IKE 911 Center Equipment its fixtures and existing equipment to the Participating Members, for one dollar ($1.00) per year, for use in accordance with the terms of this Agreement. Under the leasehold interest that are created by this Agreement, the IKE JETSB and the Operating Board (and all of their agents, representatives, contractors, consultants) and the personnel work will work at the IKE 911 Center shall have a right of access to and in the IKE 911 Center for purposes of installing,
maintaining and operating the IKE 911 Center Equipment 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 shall terminate without further notice or action by the IKE JETSB or any Participating Member. Upon withdrawal or termination of any Participating Member, the leasehold interests and rights of access that are created by this Agreement shall terminate as to that Participating Member.

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 IKE 911 Center and the IKE 911 Center Equipment that are installed or located within the IKE 911 Center (or elsewhere in the Broadview Village Hall or on Broadview-owned real property) shall automatically be declared by the IKE JETSB to be surplus property and shall be conveyed to the then-owner of the IKE 911 Center, subject to payment of Recapture Fees by the Participating Member(s) who own(s) those building(s) or real property that house the IKE 911 Center and the IKE 911 Center Equipment. Unless otherwise agreed to in writing, the IKE JETSB and the other Participating Members, except the Participating Member that owns those building(s) or real property, shall not obtain any ownership rights or access rights beyond the leasehold access rights contained in this Agreement.

B. Termination or Withdrawal by Broadview. In the event that Broadview withdraws from or terminates its participation in the IKE JETSB and the IKE 911 Center, then the leasehold access rights provided by this Agreement shall also terminate. Title to IKE 911 Center and the IKE 911 Center Equipment shall automatically be declared by the IKE JETSB to be surplus property and shall be conveyed to Broadview (or the the-owner of the real property), subject to payment of Recapture Fees by Broadview or the Participating Member(s) who own(s) those building(s) or real property that house the IKE 911 Center and the IKE 911 Center Equipment.

11.5. Radio Transmission.

The Board, with input from the Operating Board, will explore and evaluate options for operating public safety (fire department and police department) radio frequency transmission system (“RFTS”).

11.6. Registration and Certification.

The Board shall communicate with and prepare and file all required documents with the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police and such other local, county, state and federal regulatory agencies to obtain and then maintain and update the IKE JETSB’s regulatory registrations, certifications, licenses and approvals.

11.7. Training of IKE 911 Center Personnel.

All IKE 911 Dispatch Center personnel shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Operating Board, in all technical areas and disciplines relating to the provision of the dispatch services and the use of all IKE 911 Center Equipment in accordance with applicable laws and regulations and the IKE 911 Center 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"). Initial training and certification costs of newly hired dispatchers and supervisory staff who will work at the IKE 911 Center shall be paid by the employer-Participating Member. The IKE JETSB, in its discretion, may approve payment of any required or advanced training and certification of dispatchers and supervisory staff who work at the IKE 911 Center or any person who serves on the IKE JETSB or the IKE 911 Center Operating Board, subject to budgetary limitations.

11.8. Accreditation. The Board, with input from the Operating Board, 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 IKE 911 Center. The Board will determine the viability of and timetable for pursuing accreditation from one or more accreditation organizations after evaluating and determining that IKE 911 Center has adequate staffing and budgetary resources to pay for the costs associated with achieving and maintaining accreditation status.

ARTICLE XII
INDEMNIFICATION

12.0. Indemnification Generally.

Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the IKE JETSB agrees to assert all available immunity defenses to any claim, action, suit or proceeding that relates to any matter covered by this Agreement filed against the IKE JETSB and its appointed officials, employees, volunteers, agents and representatives and any of its Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of this Agreement, the IKE JETSB shall indemnify, defend and hold harmless any Participating Member or any person who was or is made a party to a pending or completed action, suit or proceedings by reason of fact that such Participating Member or person is or was a director, officer or agent of the IKE JETSB, against and from any expenses (including reasonable attorney’s fees and litigation expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if such Participating Member or person acted in good faith on behalf of the interests of the IKE JETSB. The determination of whether any Participating Member or an individual acted in good faith on behalf of the interests of the IKE JETSB shall be made by a majority vote of the total number of Board members. This indemnification shall not apply to any punitive damages or if the indemnification would otherwise be prohibited by law.
12.1. **Indemnification – Mutual Obligations.**

To the fullest extent permitted by law, each of the Participating Members agrees to defend, indemnify and hold each of the other Participating Members and their respective appointed and elected officials, employees, volunteers, agents and representatives harmless from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney’s fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Participating Member, or its respective appointed and elected officials, employees, volunteers, agents and representatives, in the performance of or with relation to any of the actions, work or services to be performed or performed under this Agreement, including any actions, work or services performed by the IKE JETSB and any of its appointed and elected officials, employees, volunteers, agents and representatives, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Participating Members, or its respective appointed and elected officials, employees, volunteers, agents and representatives.

**ARTICLE XIII**
**LEAD AGENCY**

13.0. **Lead Agency.**

Subject to approval by a majority of all of the Board members, the IKE JETSB may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the IKE JETSB and other third parties, including any of its Participating Members.

13.1. **Intergovernmental Arrangements.**

Subject to approval by a majority of all of the Board members, the IKE JETSB may enter into appropriate intergovernmental agreements with one or more of the Participating Members or with other third parties for any lawful, public purposes.

**ARTICLE XIV**
**MISCELLANEOUS**

14.0. **Limitation of Liability.**

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

Each Participating Member shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Participating Member and not a benefit to the IKE JETSB as a whole.

14.2. Amendments to this Agreement.

Except for amendments to certain terms, provisions and sections of this Agreement that are specifically within the authority of the Board to approve as set forth herein, this Agreement may not be amended, except by written addendum or amendment duly authorized and adopted by the corporate authorities of each Participating Member who desire to continue to participate in this Agreement.

14.3. Duration.

This Agreement and the IKE JETSB shall continue in effect until terminated as provided herein.

14.4. Remedies.

Each of the Parties to this Agreement agrees that money damages or termination of this Agreement will not be an adequate remedy in the event of a default. Accordingly, the Parties hereto explicitly agree that any one or more Parties hereto aggrieved by the default hereunder of any one or more of the other Parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in this Agreement shall be construed to deprive an aggrieved party of any remedy afforded by law or equity.

14.5. Assignment.

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


If any part of this Agreement is determined to be invalid by a court of law, such adjudication shall not affect the validity of this Agreement as a whole or of any other part.


All notices and other communications required or permitted under this IGA shall be in writing and may be personally delivered, faxed, e-mailed or sent by first class mail, postage prepaid, addressed to the Village President or the Village Administrator/Village Manager of the Participating Member(s) at their business mailing address and electronic telecommunications contact information. All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed or e-mailed, or three (3) calendar days after being mailed, as the case may be. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. In addition to other reasonable means of communications, electronic notice (via
email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.


Section headings and titles are descriptive only and do not in any way limit or expand the scope of this Agreement.

14.9. Complete Agreement; Amendment. This Agreement contains the entire understanding between the Villages and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Villages relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change to this Agreement shall be allowed. Any modification, amendment or change to this Agreement shall be in writing, approved by the Villages, and executed by the Village Presidents or their designees.

14.10. Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The Villages acknowledge that they have had an opportunity to review and revise this Agreement, and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law.

14.11. Compliance with Laws. The Parties to this IGA shall comply with all applicable federal, state and local laws for the jurisdiction in which the IKE 911 CENTER will be located, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

A. Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer’s or employee’s official capacity. Nor
has either of the Villages and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Villages been so convicted nor made such an admission.


C. Conflict of Interest. Each Party represents and certifies that, to the best of their own respective knowledge: (1) no employee or agent of either of the Villages is interested in the business of the other Party or this Agreement; (2) as of the date of this Agreement, neither Party nor any person employed or associated with either Party has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Party nor any person employed by or associated with either Party shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under 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 BROADVIEW

IN WITNESS WHEREOF, the below authorized official of the Village of Broadview 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 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 2605/2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(j)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the Village of Broadview.

Village of Broadview

Name: _________________________________________

Village President

Date: ____________________________, 2018

Attest:

Name: _________________________________________

Village Clerk

Date: ____________________________, 2018
SIGNATURE PAGE FOR VILLAGE OF MAYWOOD

IN WITNESS WHEREOF, the below authorized official of the Village of Maywood 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 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 2605/2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an ordinance by the corporate authorities of the Village of Maywood.

Village of Maywood

Name: _______________________

Village President

Date: _______________________, 2018

Attest:

Name: _______________________

Village Clerk

Date: _______________________, 2018
Exhibit “A”

Conceptual Budget for Phase One (911 Center) Project Costs and Phase Two (Village Hall and Police Station Addition / Renovation) Project Costs dated September 11, 2017 and prepared by FGM Architects (attached)
Exhibit “B”

Start-Up Operating Budget

TO BE ATTACHED BY BOTH PARTIES BY APRIL 30, 2018
Group Exhibit “C”

Insurance Certificates and Endorsements of each Participating Member

TO BE ATTACHED BY BOTH PARTIES BY APRIL 30, 2018
CLERK’S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, and is entitled:

RESOLUTION NO. 2018-11

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE IKE JOINT EMERGENCY TELEPHONE SYSTEM BOARD AND PROVIDING FOR THE
CONSOLIDATION OF AND OPERATION OF CERTAIN PUBLIC SAFETY ANSWERING POINTS
AND THE EISENHOWER EMERGENCY COMMUNICATION CENTER ("IKE 911 CENTER")

(Participating Members: Village of Broadview and the Village of Maywood)

(Village of Maywood, Cook County, Illinois)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 3rd day of April, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 3rd day of April, 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee(s) H. Yarbrough and R. Rivers

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 4th day of April, 2018.

Viola Mims, Village Clerk

[SEAL]