

INTERGOVERNMENTAL AGREEMENT JOINT EMERGENCY TELEPHONE SYSTEM BOARD (JETSBS) OF LAKE COUNTY

THIS AGREEMENT, entered into by and between the following member units of local government and also those which may become members hereafter:

The **County of Lake**, an Illinois body politic and corporate; the **Village of Fox Lake**, an Illinois municipal corporation; the **Village of Gurnee**, an Illinois municipal corporation; the **Village of Hainesville**, an Illinois municipal corporation; the **Village of Libertyville**, an Illinois municipal corporation; the **Village of Mundelein**, an Illinois municipal corporation; the **City of North Chicago**, an Illinois municipal corporation; the **Village of Round Lake**, an Illinois municipal corporation; the **Village of Round Lake Beach**, an Illinois municipal corporation; the **Village of Round Lake Heights**, an Illinois municipal corporation; the **Village of Round Lake Park**, an Illinois municipal corporation; the **Village of Vernon Hills**, an Illinois municipal corporation; the **Village of Winthrop Harbor**, an Illinois municipal corporation; and the **City of Zion**, an Illinois municipal corporation (hereinafter "Party" or "Parties").

WITNESSETH:

WHEREAS, the Parties have determined that the implementation of an Enhanced 9-1-1 Emergency Telephone System is a significant public safety enhancement to the residents of each of the participating units of local government; and

WHEREAS, the Parties have determined that a Joint Emergency Telephone System Board would be beneficial on an individual and mutual basis to the residents and agencies served by all of the individual units of local government; and

WHEREAS, the Parties have determined that a consolidated 9-1-1 Emergency Telephone System will serve to minimize the number of 9-1-1 call transfers which will result in a more efficient response to these calls and a greater level of service to the residents of Lake County; and

WHEREAS, Chapter 50, Act 750, Section 15.4 et seq. of the Illinois Compiled Statutes permits the formation of a Joint Emergency Telephone System Board to oversee the implementation and operation of an Enhanced 9-1-1 Emergency Telephone System; and

WHEREAS, Chapter 5, Act 220, Section 3 of the Illinois Compiled Statutes provides for the joint exercise by two or more local governments of any power, privilege, function, or authority; and

WHEREAS, the Lake County, Northeast Lake County, Joint Central Lake County, Vernon Hills, CenCom, and Fox Lake Emergency Telephone System Boards were created by ordinance or intergovernmental agreement and certified to operate a 9-1-1 system under the authority of the Emergency Telephone System Act and the Illinois Commerce Commission respectively; and

WHEREAS, the Parties have individually established Enhanced 9-1-1 Emergency Telephone Systems as well as centralized communications and 9-1-1 systems, and are currently operating the same; and

WHEREAS, the authorities that established all of the above listed Emergency Telephone System Boards desire to cooperate and form a new Joint Emergency Telephone System Board to support a consolidated Public Safety Answering Point in the form of Lake Consolidated Emergency Communications ("LakeComm"); and

WHEREAS, Public Act 99-0006 has encouraged consolidation of Emergency Telephone System Boards and 9-1-1 systems to advance public safety and to encourage the best use of government funds.

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. VENTURE ESTABLISHED. Pursuant to the joint powers authorization of 50 ILCS 750/15.4, the Emergency Telephone System Act (ETSA), and 5 ILCS 220/3, the Intergovernmental Cooperation Act, the undersigned hereby join together in a cooperative venture for the joint and mutual operation of an Enhanced 9-1-1 Emergency Telephone System, to be known as the Joint Emergency Telephone System Board of Lake County.
2. EFFECTIVE DATE. This Agreement shall become effective upon: (1) adoption by the individual corporate authorities of the Parties of the Joint Emergency Telephone System Board of Lake County **and** (2) approval by the State 9-1-1 Administrator.
3. CREATION OF A JOINT EMERGENCY TELEPHONE SYSTEM BOARD. The Parties hereby establish a joint emergency telephone system board, to be known as the Joint Emergency Telephone System Board of Lake County (the "JETS" or the "Board"), as defined in the ETSA. The organization and powers of the Board shall be as set forth herein. Pursuant to Section 15.4(e) of the ETSA, the corporate authorities of each Party shall rescind the ordinance(s) or intergovernmental agreement(s) creating that Party's individual emergency telephone system board, effective upon the creation of the Board on the Effective Date.

4. BOARD COMPOSITION. The Board shall consist of nine (9) Members. The appointment process for Board Members shall be further defined in the Board Bylaws. Members:

- Two (2) Members appointed by the Lake County Board, with one appointment occurring in odd numbered years and the other in even numbered years.
- Two (2) Municipal Members (Administrator or Mayor) appointed by the LakeComm Member Board in even numbered years.
- One (1) Citizen who resides in the 9-1-1 Service Area of the JETSB of Lake County who is appointed by the LakeComm Member Board in even numbered years.
- One (1) PSAP Representative (Executive Director or PSAP staff) of LakeComm who is appointed by the LakeComm Member Board in odd numbered years.
- One (1) Municipal Chief of Police appointed by the Lake County Chiefs of Police Association (LCCPA) in odd numbered years.
- One (1) Fire Chief appointed by the Lake County Fire Chiefs Association (LCFCA) in odd numbered years.
- One (1) Fire Protection District Trustee appointed by the LakeComm Member Board in even numbered years.

The term for each Board Member shall be two (2) years with the exception of the initial terms of the inaugural Board Members which shall be for a duration that accommodates the future even and odd year appointment schedule set forth above. Each Member of the Board shall be appointed by name instead of functional role. No public safety agency or municipality shall have more than one representative on the Board, with the exception of the County of Lake.

A Member of the Board, and any designated alternate, must be an elected officer, an appointed officer, or an employee of a unit of government or agency serviced by the JETSB of Lake County. The Citizen Board Member is exempt from this requirement.

LakeComm, the LCCPA, the LCFCA, and the County of Lake shall each appoint their representative(s) to the Board. A certified copy of the resolution or formal motion shall be forwarded to the Chair of the Board and shall act as the credentials for the representative to conduct the business of the Board on behalf of each appointing authority.

Each appointing authority may also appoint a designated alternate representative by following the process for such appointment as outlined in the Board Bylaws.

At the first Board meeting of the fiscal year, the Board shall elect the Chair, Vice Chair, and Secretary from among its Members. The Chair and Vice Chair shall preside over all Board meetings.

The Lake County Treasurer is designated the Treasurer of the JETSB of Lake County, unless the Board designates by Board action the Treasurer of a municipality within the JETSB of Lake County Service Area to be the Board Treasurer.

The Board shall meet a minimum of once each fiscal year.

5. VOTING. Each Board Member shall have one vote.
6. BYLAWS. The Board shall be subject to and shall be governed by certain Bylaws, which shall be adopted by the Board together with any amendments that may be made in the manner and means provided. The original Bylaws shall be approved by a two-thirds (2/3) affirmative vote of the full membership of the Board within sixty (60) days of the Effective Date.
7. PARTICIPATION. Each currently participating Party in the JETSB of Lake County, and each unit of local government which may hereafter become a Party, is entitled to the rights and privileges and is subject to the obligations of membership, all of which will be provided in the Board Bylaws.
8. POWERS OF THE BOARD. The powers and duties of the Board created by this Agreement shall include all powers defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, et seq., but not be limited to the following:
 - A. Planning and supporting the operations of an Enhanced 9-1-1 and Next Generation 9-1-1 emergency telephone system for the 9-1-1 Service Area defined in Appendix A of this Agreement (to include any addendum).
 - B. Incurring debts, liabilities, or obligations necessary for the accomplishment of its purposes.
 - C. Receiving all monies from the surcharge imposed under Section 15.3 (50 ILCS 750/15.3) or disbursed to it under Section 30 (50 ILCS 750/30), and from any other source for deposit into the Emergency Telephone System Fund and authorizing all disbursements from the Fund.
 - D. Hiring, discipline, and termination of staff as may be necessary, whenever in its judgment the best interests would be served thereby.

- E. Making and entering into contracts with consultants, auditors, and attorneys.
- F. Acquiring, holding, and disposing of property.
- G. Purchasing equipment or public works pursuant to the public bidding provisions of the Illinois Counties or Municipal Codes including any future amendments to said statutes. Public notice and competitive bids shall not be required for any contract which any one party to this Agreement could by law enter into without public notice and competitive bidding.
- H. As the 9-1-1 authority, determining and approving 9-1-1 call routing and processing standards for 9-1-1 calls originating in the JETSB of Lake County's jurisdiction.

9. INDEMNIFICATION. The Board shall indemnify, defend, and hold harmless the member entities, along with their agents and employees, from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney fees and litigation costs incurred by the individual entities in connection with the defense of any action, suit or proceeding in which they are made a party by reason of any action including an omission to act where legally required to do so by the JETSB of Lake County, its officers, agents, or employees, in connection with the operation of the 9-1-1 system.

The indemnification above shall not apply if the claim, cause of action suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses, or demands is the result of actions or omissions by officers, agents, or employees of a member entity, where the act or omission is by a person who is not serving as an appointed Board Member.

Nothing in this section shall prevent any member unit of local government from exercising any provisions of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/2-102 *et seq.* or the civil immunity provisions of the Illinois Emergency Telephone System Act, 50 ILCS 750/15.1 *et seq.*

10. BUDGET. The Board shall adopt an annual budget and capital equipment replacement schedule for the operation of the 9-1-1 Emergency Telephone System and the expenditure of surcharge funds.
11. NEW PARTNERS. Additional ETSBs may become a Party to this Agreement by (a) dissolution of their current establishing ordinance or agreement as evidenced by its corporate authorities, and (b) a written addendum to this Agreement upon two-thirds (2/3) affirmative vote of the full membership of the Board, and (c) the approval of the State 9-1-1 Administrator.

12. AMENDMENT. This Agreement may not be amended, except by written agreement and resolution of all of the then-current Parties thereto.
13. DISSOLUTION. This Agreement shall continue in effect until rescinded by unanimous consent of all of the then-current Parties or until terminated in the manner provided in the Bylaws and then approved by the State 9-1-1 Administrator.
14. ENFORCEMENT. Each Party shall have the right to enforce this Agreement against any other Party. All actions to enforce this Agreement shall be filed in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.
15. COUNTERPARTS. The Parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

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

(INDIVIDUAL SIGNATURE PAGES FOLLOW APPENDIX A)

APPENDIX A: JOINT ETSB OF LAKE COUNTY 9-1-1 SERVICE AREA

The Joint ETSB of Lake County 9-1-1 Service Area is comprised of those areas or portions of those jurisdictions lying wholly within Lake County, as follows:

- *the unincorporated areas within the county, and
- *the Village of Antioch, and
- *the Village of Beach Park, and
- *the Village of Deer Park, and
- *the Village of Port Barrington, and
- *the Village of Green Oaks, and
- *the Village of Hawthorn Woods, and
- *the Village of Indian Creek, and
- *the Village of Island Lake, and
- *the Village of Kildeer, and
- *the Village of Lake Barrington, and
- *the Village of Lake Villa, and
- *the Village of Lake Zurich, and
- *the Village of Lakemoor, and
- *the Village of Lindenhurst, and
- *the Village of Long Grove, and
- *the Village of Mettawa, and
- *the Village of North Barrington, and
- *the Village of Old Mill Creek, and
- *the City of Park City, and

- *the Village of Riverwoods, and
- *the Village of Third Lake, and
- *the Village of Tower Lakes, and
- *the Village of Volo, and
- *the Village of Wadsworth, and
- *the Village of Wauconda, and
- *the Village of Wheeling, and
- the Village of Fox Lake, and
- the Village of Gurnee, and
- the Village of Libertyville, and
- the Village of Mundelein, and
- the City of North Chicago, and
- the Village of Vernon Hills, and
- the Village of Winthrop Harbor, and
- the City of Zion, and
- #the Village of Round Lake, and
- #the Village of Round Lake Beach, and
- #the Village of Round Lake Heights, and
- #the Village of Round Lake Park, and
- #the Village of Hainesville.

<p>* Indicates former Lake County ETSB service area. # Indicates former CenCom JETSB service area. All other municipalities had previously established ETSBs.</p>

**INTERGOVERNMENTAL AGREEMENT
JOINT EMERGENCY TELEPHONE SYSTEM BOARD (JETSBS)
OF LAKE COUNTY**

Each Party to this Agreement represents that the signatory executing this Agreement on the Party's behalf is duly authorized to do so and will submit a copy of such authorization (approved ordinance / resolution) with the signed Agreement.

Party to this Agreement: _____

Signed:

Signature: _____

Position: _____

Date: _____

Attest:

Signature: _____

Position: _____

Date: _____