



# Lake County Illinois

## Legislation Text

File #: 16-1057, Version: 1

Joint resolution authorizing an intergovernmental agreement between the City of Park City and the County of Lake for enhanced 9-1-1 emergency telephone service.

- This agreement is made pursuant to the Constitution of the State of Illinois of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the City of Park City, Illinois, on behalf of the Park City Emergency Telephone System Board (ETSB) and the County of Lake, Illinois, on behalf of the Lake County ETSB.
- Public Act 99-0006, effective January 1, 2016, requires any ETSB that serves fewer than 25,000 people to consolidate its emergency telephone services.
- Park City has filed its Consolidation Waiver Request with the Illinois Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administrator seeking to dissolve the Park City ETSB as an administrative entity and include Park City in the emergency telephone system area served by the Lake County ETSB.
- Park City passed ordinances 2016-0-16 and 2016-0-17 dissolving the Park City ETSB and indicating its intention to join with the Lake County ETSB.
- It is the desire of Park City and the County of Lake, on their own and on behalf of their respective emergency telephone system boards, as parties, to enter into this Intergovernmental Agreement.

### RESOLUTION

**WHEREAS**, this agreement is made pursuant to the Constitution of the State of Illinois of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, between the City of Park City, Illinois ("Park City"), on behalf of the Park City Emergency Telephone System Board ("Park City ETSB") and the County of Lake, Illinois ("COUNTY"), on behalf of the Lake County Emergency Telephone System Board ("Lake County ETSB"); and

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, 5 ILCS 220/1, entitled the "International Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, 83 Ill. Adm. Code 1325.200 and 83 Illinois Administrative Code Part 1325 .205 permit 9-1-1 authorities to enter into an intergovernmental agreement to modify their respective 9-1-1 systems' service area for the purpose of including or excluding residents within a 9-1-1 service area; and

**WHEREAS**, the Emergency Telephone System Act, 50 ILCS 750/0.01 *et seq.*, authorizes units of local government to own and operate an emergency telephone system; and

**WHEREAS**, the COUNTY owns and operates, through its agency, the Lake County ETSB, and a

Computer Aided Dispatch System (CAD); and

**WHEREAS**, Public Act 99-0006, effective January 1, 2016 (50 ILCS 750/15.4a(a)(2)) requires any ETSB that serves fewer than 25,000 people to consolidate its emergency telephone services; and

**WHEREAS**, Park City has filed its Consolidation Waiver Request with the Illinois Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administrator seeking to dissolve the Park City ETSB as an administrative entity and include Park City in the emergency telephone system area served by the Lake County ETSB; and

**WHEREAS**, in order to comply with the terms of Public Act 99-0006, Park City is dissolving its ETSB, Park City will join as a member agency with the Lake County ETSB {23/74.01/FOXLAKE/00034083.DOC}; and

**WHEREAS**, Park City passed ordinances (2016-0-16 and 2016-0-17) dissolving the Park City ETSB and indicating its intention to join with the Lake County ETSB; and

**WHEREAS**, this Agreement will facilitate the required goal of consolidation of the emergency telephone systems areas currently served by Park City and the Lake County ETSB to reduce the number of area emergency telephone system boards; and

**WHEREAS**, it is the desire of Park City and the County of Lake on their own behalf and on behalf of their respective emergency telephone system boards as parties hereto to enter into this Intergovernmental Agreement, in accordance 83 Ill. Adm. Code 1325.200, 83 Ill. Adm. Code 1325.205, Section 10 of Article VII of the Constitution of the State of Illinois of 1970, and the Illinois Intergovernmental Cooperation Act, to modify the Lake County ETSB service area to allow Park City to dissolve its current administrative 9-1-1 ETSB system in order to become a member agency of Lake County ETSB.

**NOW, THEREFORE IT BE RESOLVED** in consideration of the foregoing, the parties hereby agree that:

1. The foregoing recitals to this Agreement are a material part of this Agreement and incorporated herein as if they were fully set forth in this section.
2. The area presently comprising the Lake County Emergency Telephone System Area and served by the Lake County ETSB shall be expanded to include the emergency telephone system area currently served by Park City ETSB.
3. There will be no interruption of emergency services or the dispatching of emergency services to the emergency telephone system area presently served by the Park City ETSB during the dissolution Park City ETSB and transition to the Lake County ETSB.
4. The County of Lake and Park City agree that to the extent that the provisions of Public Act 99-0006 or the Emergency Telephone System Act, 50 ILCS 750/1 and/or those Illinois Administrative regulations 83 Ill. Adm. Code Parts 1324, 1325 and 1328 regarding consolidation and standards of service for 9-1-1 systems in Illinois require or result in any authority or power of any kind to be shared jointly and equally between Park City and the County of Lake, Park City hereby waives and relinquishes any such joint decision-making authority or shared powers, other than those enjoyed by all member agencies of the Lake County ETSB.
5. Park City has filed, or commits to file with the Office of the Statewide 9-1-1 Administrator all

requisite documentation to complete and implement this Agreement.

{23/74.01/FOXLAKE/00034083 .DOC}

6. All 9-1-1 surcharge monies currently paid to the Park City ETSB and collected from Park City emergency telephone system area shall be paid directly to the Lake County ETSB upon and after the approval of the modification of the Park City ETSB 9-1-1 Plan.

7. This consolidation shall be subject to the approval of the Illinois State Police and the Office of the Statewide 9-1-1 Administrator.

8. This consolidation will be effective upon final approval and execution of this Intergovernmental Agreement and the approval of the Illinois State Police and the Office of the Statewide 9-1-1 Administrator.

9. The County of Lake and Park City understand that the participation of the County, a unit of local government, is required solely for the execution of this Agreement on behalf of the Lake County ETSB and for no other purpose. Upon execution, the County shall have no other duties, rights, or responsibilities with respect to the Agreement.

10. The Lake County ETSB, Park City, and Fox Lake ETSB ("FoxComm") agree that Park City has chosen to utilize the Fox Comm public safety answering point ("PSAP") to provide 9-1-1 emergency police, fire, and ambulance telephone dispatch service and that FoxComm consents to Park City selection of FoxComm as its PSAP. The Lake County ETSB had no involvement in selecting which PSAP would handle Park City's dispatch services, nor is the Lake County ETSB responsible for reimbursements of any dispatch services.

11. Following the effective date of this consolidation Park City, as a non-PSAP Lake County ETSB member agency, will have access to the following hardware/software: 1) Infor EnRoute CAD system; 2) Infor EnRoute !STATUS; 3) FATPOT; 4) Infor EnRoute Mobile; 5) Infor EnRoute Mapping; 6) Ruggedized mobile computers (one per each first responding emergency vehicle - along with monthly connection fees). Software installation, support, training, and ongoing maintenance fees for the above mentioned items is also included.

12. This Agreement shall become effective upon its approval by the parties and upon the approval by the Illinois Statewide 9-1-1 Advisory Board and the Statewide 9-1-1 Administrator of the Plan Modification submitted by Park City.

13. Upon its effective date as set forth herein, this Agreement shall remain in effect so long as Park City remains part of the emergency telephone system area served by the Lake County ETSB. If either one of the parties wishes to terminate this Agreement, it shall provide notice in writing to the other party of its intent to terminate the Agreement at least sixty days before the intended date of termination. Termination shall of the agreement shall be subject to the approval of the Illinois State Police and the Office of the Statewide 9-1-1 Administrator.

{23/74.01/FOXLAKE/00034083.DOC}

Obligations, including amounts due and owing, services, or equipment shall be paid or honored up to the date of termination. This Agreement shall cease to be effective upon the enactment of any federal or state statute, rule, or regulation that materially impairs the ability of one or both parties to perform their obligations under the Agreement.

14. Any notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to Lake County and Lake County ETSB:

Lake County ETSB Director  
1300 S. Gilmer Rd.

Volo, IL 60073

If to Park City:

Mayor Steven Pannell

3355 Belvidere Rd

Park City, IL 60085

With a copy to

City Attorney Peter S. Karlovics

The Law Offices of Rudolph F. Magna

P.O. Box 705

Gurnee, IL 60031

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles. The Parties expressly agree that the exclusive venue for any disputes arising under this shall be the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

16. The Parties may amend this Agreement upon their mutual written consent. 17. This Agreement shall not be construed in such a way that Lake County, the Lake County ETSB, Park City, or Park City ETSB, is or deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein. This Agreement does not create a joint ETSB between the Lake County ETSB and Park City ETSB or a joint ETSB {23/74.01/FOXLAKE/00034083 .DOC} between the Lake County ETSB and Park City, or any combination of the parties to this Agreement.

**DATED** this 8<sup>th</sup> day of November, 2016.