

**ORDINANCE NO. 8-2016**

**AN ORDINANCE OF THE VILLAGE OF EVERGREEN PARK  
AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT WITH THE VILLAGE OF OAK LAWN TO PROVIDE  
EMERGENCY DISPATCH SERVICES**

WHEREAS, the Village of Evergreen Park is a home rule municipality duly authorized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes and promotes intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq., further authorizes and promotes intergovernmental cooperation; and

WHEREAS, the provisions of Public Act 099-00006 mandate the consolidation of local emergency telephone systems so that by July 1, 2017, no 9-1-1 authority serves a population less than 25,000; and

WHEREAS, the Village of Evergreen Park, the Village of Oak Lawn and other municipalities and units of local government desire to consolidate their emergency dispatch services; and

WHEREAS, centralized emergency dispatch, as provided for herein, will efficiently and economically serve the needs of the Village of Evergreen Park and the other parties to the proposed intergovernmental agreement; and

WHEREAS, the Village of Evergreen Park deems it necessary and desirable to enter into an intergovernmental agreement with the Village of Oak Lawn for emergency dispatch services.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Evergreen Park, Cook County, Illinois, as follows:

**Section 1**

The recitals set forth above are incorporated herein by reference the same as if they were set forth herein verbatim and they are adopted as the findings of the Mayor and Board of Trustees.

**Section 2**

The Intergovernmental Agreement with the Village of Oak Lawn, which shall be in substantially the form attached hereto, is approved and made a part of this ordinance by reference.

**Section 3**

The Mayor and Village Clerk are hereby authorized and directed to execute the Intergovernmental Agreement herein provided for, and to do all things necessary and essential, including the execution of any further agreements, instruments, documents and certificates incidental thereto or necessary to carry out the provisions and effectuate the purpose thereof.

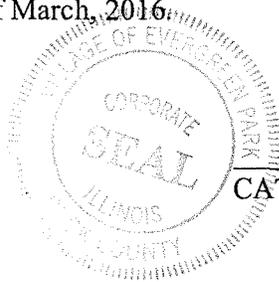
**Section 4**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.

**Section 5**

This ordinance shall be immediately in full force and effect after passage and approval as provided by law.

This ordinance was passed and deposited in the office of the Village Clerk of the Village of Evergreen Park this 21<sup>st</sup> day of March, 2016.



*Catherine T. Aparo*

CATHERINE T. APARO, Village Clerk

APPROVED by me the 21<sup>st</sup> day  
of March, 2016.

*James J. Sexton*  
\_\_\_\_\_  
JAMES J. SEXTON, Mayor

**INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES  
WITH THE VILLAGE OF OAK LAWN AND ITS SUBSCRIBERS**

This Intergovernmental Agreement for dispatch services, made and entered into as of March \_\_\_\_\_, 2016 by and between THE VILLAGE OF OAK LAWN (“Oak Lawn”), an Illinois Municipal Corporation and home rule unit duly organized and existing under the laws of the State of Illinois (“the State”) and each of the following units of local government who shall become signatories to this Agreement (collectively “the Parties”):

The City of Burbank

The Village of Bridgeview

The Village of Evergreen Park

The Bedford Park Fire Department

The Village of Hodgkins

The Central Stickney Fire Protection District

WHEREAS, Oak Lawn operates a 9-1-1 Regional Emergency Communications Center (“OLREC”), which is located in Oak Lawn Village Hall and its operations run twenty-four hours a day, seven days a week. The OLREC provides 9-1-1 emergency call handling services, and emergency response dispatch services; and

WHEREAS, Oak Lawn provides adequate staffing and IT infrastructure to insure the efficient operation of the OLREC 24 hours a day, seven days a week; and

WHEREAS, each party to this agreement finds that it is advisable for such party to continue to obtain dispatch services or provide dispatch services respectively from the OLREC; and

WHEREAS, each party to this agreement understands and acknowledges that Oak Lawn may enter into future written agreements to supply other governmental entities with dispatch or other services from the OLREC; and

WHEREAS, each party to this Agreement has determined that it is proper and appropriate to allocate the costs of the operation, maintenance, capital improvements of the on a proportionate share basis more fully described herein; and

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and undertaking contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

## *Section 1 Definitions*

- A. *Definitions.* Capitalized words and terms used in this Agreement shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons, such as corporations, where applicable.
- B. *"Agreement"* means this Dispatch Services Agreement.
- C. *"Annual Budget"* means the document for presentation of the annual Operation Maintenance and Repair Costs as shown by the template attached hereto in Exhibit A.
- D. *"Arrearages"* means the amount in arrears when any Subscriber does not pay its share of Aggregate Costs when due.
- E. *"Effective Date"* means the date defined as such in the text of this Agreement.
- F. *"Emergency Communications Services"* means 9-1-1 emergency call handling services, and emergency response dispatch services.
- G. *"Fiscal Year"* means the fiscal year of Oak Lawn and is the calendar year, January 1 through December 31; provided, however, that Oak Lawn may change its fiscal year or the fiscal year solely as it relates to the OLREC from time to time upon reasonable notice to other Parties and upon taking reasonable transitional measures with respect to budgeting and establishment of costs.
- H. *"Future Subscribers"* means municipalities or other governmental entities with whom Oak Lawn may enter into future written agreements to supply Emergency Communications through the OLREC.
- I. *"Major Capital Costs and Charges"* means, for any Fiscal Year, those acquisitions of, property or equipment repairs, replacements, upgrades, or improvements the anticipated cost of which is greater than \$20,000 and are to be paid from the Major Capital Costs and Charges Reserve Fund and as set forth in the Five-Year Capital Improvement Plan attached hereto as Exhibit B
- J. *"Major Capital Costs /Contingency Reserve Fund"* Means the additional funds due and owing from each Subscriber as set forth in Section 6 of this Agreement.
- K. *"Operation Maintenance and Repair Costs"* means all costs allocable to the OLREC and include, for purposes of this Agreement, and without limitation, *inter alia*, all Operation Maintenance and Repair Costs, System Repairs, Capital Costs and Charges (less than \$20,000), and other non-operating charges as set forth in the Annual Budget.
- L. *"Subscriber"* Means all Tier 1, Tier 2, and Tier 3 users availing themselves of the services of the OLREC.
- M. *"Tier 1 Minimum Fee"* means the minimum contribution of \$100,000 to the yearly Operation Maintenance and Repair Costs by a Tier 1 User.

- N. *“Tier 1 Proportionate Share Formula”* means the methodology used to compute the proportionate share of the yearly Operation Maintenance and Repair Costs due and owing from each Tier 1 User, as set forth conclusively in Exhibit C.
- O. *“Tier 2 Proportionate Share Formula”* means the methodology used to compute the proportionate share of the yearly Operation Maintenance and Repair Costs due and owing from each Tier 2 User, as set forth conclusively in Exhibit D.
- P. *“Tier 1 User”* means a government entity that avails itself of the OLREC as its Public Safety Answering Point for 911, Fire/EMS Dispatch, and Police Dispatch Services. For purposes of this Agreement, Oak Lawn, the Village of Evergreen Park, the Village of Bridgeview, the Village of Hodgkins, and the City of Burbank are Tier 1 Users.
- Q. *“Tier 2 User”* means a governmental entity that avails itself of the OLREC as for its primary Fire/EMS Dispatch Services only. For purposes of this Agreement the Bedford Park Fire Department and the Central Stickney Fire Protection are Considered Tier 2 Users.
- R. *“Tier 3 User”* means any entity that avails itself of the OLREC for technical or data storage services only.
- S. *“Emergency Communications Equipment”* means agency owned or managed equipment including but not limited to servers, personal computers, laptops, networking equipment, firewalls, mobile radios, and software.

*Section 2 Term*

2.1 The term of this agreement shall begin the on Effective Date and continue until December 31, 2019. Unless otherwise terminated in accordance with Section 24, this Agreement shall automatically renew for successive three (3) year Terms unless otherwise terminated in accordance with Section 24. .

*Section 3. Exclusive Service*

3.1 Oak Lawn shall have the sole and exclusive right to service the Subscribers and any Future Subscribers hereto through the OLREC; provided however, that with respect to Future Subscribers, Oak Lawn is able to adequately service the Parties hereto. Ownership and Title to any and all equipment within the OLREC shall be vested in the Village of Oak Lawn.

*Section 4. Operational Provisions*

4.1 The Subscribers agree to operate their respective Subscriber’s Emergency Communications Equipment in such a manner as to not place the OLREC in jeopardy of failing to meet the regulations of any agency or government authority having jurisdiction over the operation of emergency communications. If a Subscriber fails to operate its Emergency Communications Equipment as described in this paragraph after thirty (30) days written notice to do so by Oak Lawn, or in the case of an emergency, such reasonable notice as may be given

under the circumstances, Oak Lawn may, in the reasonable discretion of Oak Lawn, curtail its Emergency Communications to the Subscriber as is necessary for the proper operation of the OLREC.

4.2 The Subscribers agree to notify Oak Lawn as promptly as possible of all emergency or other conditions which may directly or indirectly affect emergency communications received by the OLREC.

4.3 The OLREC shall dispatch the Subscriber's employees and equipment, in relation to police protection, fire protection and ambulance services, as to those calls received by Oak Lawn requesting said services from the respective Subscriber. It is each Subscriber's responsibility to provide Oak Lawn with an accurate, complete list of property addresses and street ranges in GIS format located within the respective Subscriber's territory and the Subscriber shall update said list as property addresses and street ranges change and provide prompt written notice of such changes to Oak Lawn.

4.4 Oak Lawn will take all steps necessary so that the OLREC may at all times be operated advantageously and efficiently, and in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and in accordance with the OLREC Baseline Operations Report attached hereto as Exhibit E. To that end, Oak Lawn shall take steps to incorporate best practices for the operation, administration and management of the OLREC which include, without limitation, the following:

- (1) Maintenance of the OLREC in good working order, completing necessary repairs and updates in a manner consistent with good practices, and maintaining proper documentation of the same.
- (2) Identification and implementation of best management practices and standards as appropriate for various components of the OLREC, including asset management planning to determine the condition, and identify maintenance, upgrade and replacement needs, of the OLREC.
- (3) Respond to emergency situations involving the OLREC, such as equipment malfunctions, breakage, or failure, immediately upon identifying the emergency.
- (4) Provide statistical analysis of call volume, type of call, type of response, and response time for each Party whenever requested by such property, provided, however, that Oak Lawn shall not be required to provide this statistical information more than quarterly.

- (5) Conduct regular monitoring of equipment operations and conduct regular monitoring of the telecommunicators to ensure the equipment is functioning properly and the telecommunicators are handling calls and dispatching services appropriately.

### ***Section 5      Creation of Tier 1 Operational Board***

5.1 The Tier 1 Operational Board shall consist of the Chief of each Department being provided service from the OLREC or their designee. The Tier 1 Operational Board shall meet at least quarterly at Oak Lawn Village Hall to discuss implementation of effective operational strategies for the OLREC. The Tier 1 Operational Board shall also meet in October of each year for purposes of reviewing and discussing the Annual Budget for the following Fiscal year.

#### **5.2      Quality Control**

The Tier 1 Operational Board shall also agree on a Quality Control Process whereby operational complaints may be submitted to the OLREC and actions taken by the OLREC in response to the submitted complaints are distributed to each Subscriber.

#### **5.3      Special Meetings**

At any time during the Term of this Agreement, a majority of the Tier 1 Operational Board may call for a Special Meeting. The notice for any such special meeting must be in writing and sent via email or certified US Mail to each member of the Tier 1 Operational Board. The notice must be sent at least 48 hours prior to the date of the special meeting and specify the members calling for said meeting and the subjects to be discussed.

### ***Section 6      Budget Process***

6.1 On or before 15<sup>th</sup> day of October, the Director of the OLREC shall submit the Annual Budget (substantially in the form of the Budget Template attached hereto as Exhibit A) to the Tier 1 Operational Board for discussion and review. The Annual Budget shall account for all Operation, Maintenance, and Repair Costs of the OLREC. The Annual Budget shall be approved by a Majority vote of the Tier 1 Operational Board prior to November 15<sup>th</sup> of each year throughout the Term of this Agreement. For purposes of determining a Majority, Oak Lawn's vote shall count as two with the remaining Tier 1 Operational Board Members' vote counting as one. In the event the Annual Budget does not receive approval by a majority vote by November 15<sup>th</sup> of a given year, then the last version of the Annual Budget submitted by the Director of the OLREC shall be deemed approved.

#### **6.2      Major Capital Costs/Contingency Reserve Fund:**

Beginning in Fiscal year 2015, the Annual Budget shall include an amount in each Fiscal Year to produce an annual contribution to be made by each Tier 1 and Tier 2 User in order to fully fund a Major Capital Costs/Contingency Reserve Fund.

6.3 Annual contributions to the Major Capital Costs/Contingency Reserve Fund shall be as follows:

- A. Oak Lawn shall contribute an annual amount of \$125,000.
- B. Any Tier 1 User who contributes more than \$125,000.00 for Operations, Maintenance, and Repair Costs shall contribute an annual amount of \$60,000; Any Tier 1 Users contributing less than \$125,000.00 shall contribute \$30,000 annually.
- C. Tier 2 Users shall contribute an annual amount \$10,000.

6.4 The Major Capital Costs/Contingency Fund shall be considered fully funded if and when said fund reaches \$1,500,000 in unencumbered funds. If the Major Capital Costs/Contingency Reserve Fund is fully funded, no further contributions need to be made by any Party until the amount of unencumbered funds falls below \$1,500,000.

6.5 The Three-Year Capital Improvement Plan shall be approved by a Majority vote of the Tier 1 Operational Board prior to December 31, 2015. For purposes of determining a Majority, Oak Lawn's vote shall count as two with the remaining Tier 1 Operational Board Members' vote counting as one vote each.

6.6 At the discretion of the Director of the OLRREC, Oak Lawn reserves the right at any time to draw an amount not to exceed \$20,000 from the Major Capital Costs/Contingency Reserve Fund for any needed repairs or system upgrades not contemplated for in the Annual Budget or Five-Year Capital Improvement Plan.

6.7 Any modification to the Five-Year Capital Improvement Plan which would result in an expenditure of more than \$20,000 shall require the majority vote of the Tier 1 Operational Board. Multiple payments for a given expenditure shall be computed cumulatively in regard to the \$20,000 threshold.

#### *Section 7 Computation of Costs*

7.1 Tier 1 Costs. The yearly fees charged to each Tier 1 User for the total Operation, Maintenance, and Repair Costs as reflected in the annual budget (less any amounts to be received from Tier 2 or Tier 3 users) shall be computed based on the Tier 1 Proportionate Share Formula more fully described in Exhibit C attached hereto and made a part hereof. However, in the event the application of the Proportionate Share Formula applied to a Tier 1 User in a given year would result in a payment of less than \$100,000.00, then the Minimum Tier 1 Fee of \$100,000 would be applied to the Respective Tier 1 User. The parties to this Agreement acknowledge that use of the Proportionate Share Formula equitably allocates the costs for operating the OLRREC amongst all parties. Any revenues received from the collection of fees from Tier 2 or Tier 3 Users shall be

used to offset the total Operation, Maintenance, and Repair Costs prior to the computation of the Proportionate Share for Tier 1 Users.

7.2 Tier 2 Costs. The fees charged to each Tier 2 User for the total Operation, Maintenance, and Repair Costs as reflected in the annual budget shall be computed based on the Tier 2 Proportionate Share Formula more fully described in Exhibit D attached hereto and made a part hereof. The parties to this Agreement acknowledge that use of the Tier 2 Proportionate Share Formula equitably allocates the costs for operating the OLREC amongst all parties.

7.3 Tier 3 Costs. The fees charged to each Tier 3 User shall be computed based on the usage of the technical and/or data services received as determined by Oak Lawn. Any revenues received from the collection of fees from Tier 3 Users shall be used to offset the total Operation, Maintenance, and Repair Costs prior to the computation of the Proportionate Share for Tier 1 Users.

#### ***Section 8 Billing and Payment:***

8.1 All bills or statements of charges will be made in writing by Oak Lawn and mailed and/or delivered electronically to an officer or employee of each respective Subscriber or, in the absence of such designation, to the Municipal Manager or Administrator of the Subscriber. All computations required by this Agreement shall be made by Oak Lawn.

8.2 Oak Lawn shall provide a quarterly invoice to each Subscriber detailing the amount due and owing for services under this agreement on or before the 15<sup>th</sup> day of the month preceding the beginning of the each fiscal quarter. Payment is due from each Subscriber 30 days after receipt of the invoice. For example, for the first quarter of FY 2015, Oak Lawn shall provide an invoice to each Subscriber by December 15, 2014 for the amount due and owing for services rendered under this Agreement between January 1, 2015 and March 31, 2015. The total amount shall be paid by each respective Subscriber by January 15, 2015.

8.3 On an annual basis, after adequate time is allowed for the accounting and auditing of the accounts of the OLREC by Oak Lawn, each Subscriber shall receive a statement with supporting data and information of its proper share of the prior year's Operation, Maintenance, and Repair Costs. Such statement shall include the amount by which each Party may have overpaid or underpaid such actual Operation, Maintenance, and Repair Costs in comparison to the annual budget. Each Subscriber who underpaid such Operation, Maintenance, and Repair Costs as compared to the approved budget shall make up such underpayment in the following Fiscal Year (that is, the second Fiscal Year after the Fiscal Year for which the accounting is provided due to the adequate timing that is necessary to complete such accounting). Each Subscriber who overpaid such Operation, Maintenance, and Repair Costs shall receive a credit in that same Fiscal Year in which underpayments would be made.

8.4 Any Party which does not pay its proportionate share of the Annual Budget when due shall be in Arrears to such amount. All Arrearages shall be payable immediately without demand and shall bear interest until paid at the rate of 1-1/2% per month.

***Section 9: Future Subscribers***

9.1 Oak Lawn may at any time enter into agreements or contracts with Future Subscribers upon a determination that there is adequate capacity to serve such Subscriber. The determination on whether or not there is adequate capacity to serve each Subscriber shall be made by the Director of the OLREC.

9.2 Oak Lawn shall require each Future Subscriber to pay its Proportionate Share of the Annual Budget prorated based on the effective date of the execution of a Subscriber Agreement if not the beginning of a Fiscal Year, having the effect of reducing the Proportionate Shares of all preexisting Subscribers at the time. The Proportionate Share allocable to a Future Subscriber shall be determined by the Proportionate Share Formula for a new Tier 1 or Tier 2 User as the case may be.

9.3 Oak Lawn shall also require each Future Subscriber to the Major Capital Costs/Contingency Fund based on the its characterization as Tier 1 or Tier 2 User. The first yearly contribution of a Future Subscriber to the Major Capital Costs/Contingency Fund shall be prorated based on the date of execution of a Subscriber Agreement if not the beginning of a Fiscal Year.

9.3 Any Future Subscribers that meet the criteria set forth in Section (1)(N) of this Agreement as Tier 1 User shall be entitled to membership in the Tier 1 Operational Board with a voting share equal to that of the other Tier 1 Users excluding Oak Lawn.

***Section 10: Indemnity***

10.1 The Parties recognize that the Professional 9-1-1 Staffing services agreement between the Village of Oak Lawn and Norcomm includes a term obligating Norcomm to hold harmless and indemnify the Parties from "all claims...arising in connection with any negligent, willful or wanton, or intentional act or failure to act by NORCOMM, its officers, agents, or employees, in connection with the performance of this Contract." In the event that Norcomm's obligation to hold harmless and indemnify does not apply to a claim against the Village of Oak Lawn, each Subscriber agrees to indemnify, defend, save and hold harmless the Village of Oak Lawn, its Agents, assigns, employees, officers and officials from and against all claims, demands, liabilities, suits, judgments, decrees, losses, costs and expenses of any kind or nature whatsoever (including attorneys' fees and costs), which may be incurred on account of injuries

to, or death of, any person or persons or damage to any property occurring directly or indirectly from, or which may in any way be related to, the negligent or willful misconduct of the Subscriber or any of its employees, officers, agents, servants, associates or subcontractors.

*Section 11: Consequential Damages*

11.1 In no event shall Oak Lawn be liable to any Subscriber for any special, incidental or consequential damages, including, but not limited to, loss of income, loss of revenue, loss of profits, loss of use, loss of capital, rental expenses, financing, reputation, overhead expenses, or interest, whether based on contract, tort, negligence, strict liability, or otherwise and arising from any cause whatsoever by performance under this Agreement or breach of this Agreement.

*Section 12: Force Majeure*

12.1 In case by reason of force majeure any Party to this Agreement shall be rendered unable wholly or in part to carry out any obligation under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The settlement of strikes and lockouts (as described in the definition of force majeure) shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty. No force majeure which renders any of the Parties unable to perform under this Agreement shall relieve a Party of its obligation to make the payments which constitute take or pay agreed-upon payments as set forth above in the payment terms.

*Section 13. Enforcement*

13.1 Oak Lawn will at all times take all reasonable measures permitted by law to collect and enforce payment of all payments, charges and adjustments provided for in this Agreement.

13.2 Every obligation assumed by or imposed upon Subscriber by this Agreement shall be enforceable by Oak Lawn by appropriate action or proceeding, and Oak Lawn may have and pursue any and all remedies provided by law for the enforcement of such obligation.

13.3 Failure on the part of Oak Lawn in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its willful failure to supply emergency communications hereunder without just cause, shall not relieve any Subscriber from making any payment to Oak Lawn or fully performing any other obligation required of it under this Agreement. Parties have and may pursue any and all other remedies provided by law for compelling performance by Oak Lawn of said obligation assumed by or imposed upon Oak Lawn.

13.4 In the event any payment due hereunder is not paid by a given Subscriber, Oak Lawn may pursue any and all legal options available to it under this Agreement and the laws of the State.

#### *Section 14. Default*

14.1 Oak Lawn may by written notice to a given Subscriber, immediately terminate this Agreement if:

1. The Subscriber admits in writing an inability to pay its obligations under this Agreement as they become due;
2. That Subscriber persistently fails to perform any of its payment obligations under this Agreement; or
3. That Subscriber abandons operation of its Emergency Communications.

14.2 Subject to and upon completion of the dispute resolution provisions contained in Section 16, for all other defaults that do not allow for immediate termination, if a Subscriber shall fail, after thirty (30) days written notice of the Subscriber's default of any term of this Agreement, to cure, or undertake reasonable efforts to cure the default within ninety (90) days of the written notice if such cure cannot reasonably be completed within thirty (30) days, Oak Lawn may terminate this Agreement by providing written notice of termination to the Subscriber. Such termination shall be effective upon Oak Lawn's sending of the written notice of termination.

14.3 Except as provided herein, Subscribers shall have no right to terminate, cancel or rescind this Agreement, nor any right to withhold from Oak Lawn payments due or to become due under this Agreement, nor any right to recover from Oak Lawn amounts previously paid under this Agreement (unless paid in error or contrary to the provisions of this Agreement or law), nor any right of reduction or set-off against the amounts due or to become due under this Agreement to Oak Lawn nor any lien on any amounts in any fund established by Oak Lawn for

any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Subscriber or Oak Lawn or any other person; including by way of illustration and not limitation, by reason of the fact that the OLREC in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; or any Subscriber or Future Subscriber does not perform in whole or in part under any agreement with Oak Lawn; it being the intent hereof that each Subscriber shall be absolutely and unconditionally obligated to make all payments under this Agreement, such obligations to survive termination of this Agreement.

***Section 15. Successors and Assigns***

15.1 This Agreement may not be assigned by any Party without the prior written consent of the other Parties. This Agreement shall be binding upon the Parties, and their respective successors, assigns, heirs and legal representatives, subject, however, to the provisions hereof limiting assignment.

***Section 16. Superseder; Amendment; Waiver***

16.1 All Exhibits attached hereto are incorporated into and made a part of this Agreement.

16.2 This Agreement and the Exhibits attached hereto constitute the entire Agreement between Oak Lawn and the Subscribers. This Agreement supersedes all other agreements that were previously made between Oak Lawn and any of the Subscribers and Future Subscribers.

16.3 No addition, deletion, revision, alteration, change, modification or waiver of any term or condition of this Agreement shall be binding on any party unless made in writing and signed by the Parties. The failure by a Party to enforce any provision of this Agreement or to require performance by the other Parties will not be construed to be a waiver, or in any way affect the right of any Party to enforce such provision thereafter.

16.4 No such change or modification may materially impair or adversely affect the ability or obligation of any Subscriber to make payments to Oak Lawn at the times, in the amounts, and with the priority required in order for Oak Lawn to timely meet Oak Lawn's obligations under this Agreement, including without limitation the making of all deposits in various funds and accounts created under the proceedings.

***Section 17. Dispute Resolution***

17.1 The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, then that Party may serve on the other Party written notice, delivered as provided in Section 22 of this Agreement, setting 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 Parties then, within seven (7) days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within thirty (30) days after notice of the dispute has been delivered as provided herein.

17.2 During all negotiation proceedings and any subsequent proceedings provided for in this Section, Oak Lawn and the Subscribers shall continue to fulfill the terms of this Agreement to the fullest extent possible. Oak Lawn shall continue to provide emergency communications to the Subscribers as provided by this Agreement. The Subscribers shall continue to make all payments to Oak Lawn for emergency communications as provided by this Agreement, including all payments about which the Subscribers have or may have a dispute.

17.3 Provided that the Parties have met their obligations under this Section, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of this Section shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

#### *Section 18 Severability*

18.1 Should any part, term or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

#### *Section 19. Section and Other Headings*

19.1 Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

#### *Section 20. Choice of Law*

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**Section 21. Construction**

21.1 This Agreement is the end result of the combined effort of the Parties and has been jointly negotiated, drafted and reviewed by each Party and its respective attorneys. No one Party shall be deemed to have drafted this Agreement and no ambiguity in this Agreement shall be interpreted or construed against any Party.

**Section 22. Execution in Counterparts.**

22.1 This Agreement may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

**Section 23. Notices**

23.1 All notices or communications provided for herein shall be in writing and shall be delivered to Subscriber or Oak Lawn either (i) in person or, (ii) by a reputable overnight courier, (iii) by United States mail "via certified mail, return receipt requests," postage prepaid, addressed:

To Subscribers as follows:

City of Burbank  
Mayor  
City of Burbank  
6530 West 79<sup>th</sup> Street  
Burbank, IL. 60459

Village of Bridgeview  
Mayor  
Village of Bridgeview  
7500 South. Oketo Avenue.  
Bridgeview, IL. 60455

Village of Evergreen Park  
Mayor  
Village of Evergreen Park  
9418 South. Kedzie Avenue  
Evergreen Park, IL. 60805

Village of Hodgkins  
Mayor  
Village of Hodgkins  
8900 Lyons Street  
La Grange, IL 60525

Bedford Park Fire Department  
Chief  
6820 South Archer Road  
Bedford Park, Il 60501

Central Stickney Fire Protection District  
Chief

4951 South Lotus Avenue  
Stickney Township, IL 60638  
To Oak Lawn as follows  
Village Manager  
Village of Oak Lawn  
9446 South Raymond Avenue  
Oak Lawn, IL. 60453

23.2 Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 38, each Party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

***Section 24. Termination of Agreement***

24.1 This Agreement may be terminated pursuant to one of the following procedures: (1) by written amendment to this Agreement duly authorized by the appropriate legislative action of all of the Parties or (2) by written notice pursuant to this Section served by the Party desiring to terminate this Agreement at the end of the Term stated above, specifically stating that the Party sending the notice intends that the Agreement will terminate without renewal, such notice to be effective only if served upon the other Party not more than twelve (12) months and not less than six (6) months prior to the expiration of the Term. In the event that either Oak Lawn or one or more of the Subscribers provides written notice pursuant to this Section, each Party to this Agreement agrees to appoint, delegate and authorize its Chief Administrative Officer to meet and confer with the appointed, delegated and authorized Chief Administrative Officers of the other Parties promptly thereafter to discuss the reasons for the termination notice and whether there are circumstances under which the Parties might mutually agree to renewal and continue their cooperative relationship under this Agreement. If a Party does not have a Chief Administrative Office in place, then the Mayor or Village President shall participate in this meeting process. The Parties agree to use their best efforts and to work in good faith through this meeting process to resolve all issues precipitating the notice of termination. These efforts shall continue for a period of not less than six (6) months following the notice.

IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

VILLAGE OF OAK LAWN

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

[SEAL]

DATED: \_\_\_\_\_, 2016

THE VILLAGE OF BRIDGEVIEW

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

[SEAL]

DATED: \_\_\_\_\_, 2016

CITY OF BURBANK

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

[SEAL]

DATED: \_\_\_\_\_, 2016

VILLAGE OF EVERGREEN PARK

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

[SEAL]

DATED: \_\_\_\_\_, 2016

VILLAGE OF HODGKINS

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
Municipal Clerk

CENTRAL STICKNEY FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
[SEAL]

DATED: \_\_\_\_\_, 2016

BEDFORD PARK FIRE DEPARTMENT

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_  
[SEAL]

DATED: \_\_\_\_\_, 2016

630 - Emergency Telephone System Board Fund  
 6310 - Emergency Telephone System Board  
 6310 - Emergency Telephone System Board

Exhibit A - 2016 Operation and Maintenance Budget

Account Code	Account Title	2016 Total	42.36% 20.28% 17.33% 20.03%					Per Call \$26.33	
			Oak Lawn	City of Burbank	Village of Bridgeview	Village of Evergreen Park	Village of Bedford Park	Fire Dept	Central Station Fire Protection District
<b>Revenue</b>									
30380	911 Surcharge Tax	<i>*Agency Share of 911 Surcharge Tax and 911 Wireless Fees received by Oak Lawn</i>							
30758	911 Wireless Fees	<i>will be processed when the state budget impasse releases funds and according to SB-96 distribution.</i>							
30760	Dispatch Services Tier 1	1,790,350.17	-	629,851.02	538,413.52	622,085.63			
30762	Dispatch Services Tier 2	72,015.56					54,163.07	17,852.49	
30764	Outside Agency Reimbursements								
30775	ADT	140,000.00							
33220	Grant Revenue	-							
30905	Interest Earnings	65.00							
38101	General Fund Transfer	1,315,768.18	1,315,768.18						
38199	Contributed Capital (Reserve)	277,963.00	125,000.00	74,000.00	20,297.00	38,566.00	10,000.00	10,000.00	
	<b>Total Revenue</b>	<b>3,596,161.91</b>	<b>1,440,768.18</b>	<b>703,851.02</b>	<b>558,710.52</b>	<b>660,751.63</b>	<b>64,163.07</b>	<b>27,852.49</b>	
<b>Expenditures 2015</b>									
40002	Salaries	326,243.00							
49512	Educational Incentive	0.00							
49515	Holiday Pay	0.00							
49521	Overtime	0.00							
50400	Insurance-Medical	36,252.00							
50405	Insurance-Vision	672.00							
50410	Insurance-Dental	3,120.00							
50430	Insurance-Life	583.20							
50500	Vacation/Sick/Benefit Exp	0.00							
50520	Insurance-Prop/Liab/Wc	55,000.00							
50565	FICA	24,957.59							
50570	IMRF	43,161.95							
50620	Conference And Travel	8,000.00							
50650	Mileage Reimbursement	500.00							
50660	Subscriptions	0.00							
50670	Memberships	1,250.00							
50680	Educational Reimbursement	6,500.00							
50690	Training	10,000.00							
51050	Auditing	10,000.00							
51110	Dispatch Consultant Services	2,095,698.00							
54000	Telephone-General	21,600.00							
54025	Pager/Cellular Service	4,000.00							
54400	Data Network Service	81,500.00							
57075	Maintenance Software	335,150.00							
57150	Maintenance Hardware	57,150.00							
59475	Public Emergency Education	500.00							
59480	Outside Agency Expenditures	0.00							
60005	Supplies & Materials	4,500.00							
60100	Computer Software	23,950.00							
60125	Computer Supplies/Access	3,000.00							
60300	Printing	250.00							
62300	Uniforms/Uniform Allow	2,500.00							
65100	Machine & Equipment	4,000.00							
69250	Computer & Electronic Equipment	5,000.00							
69400	Furniture & Fixtures	7,000.00							
52710	Operations & Maintenance Reserve	0.00							
70170	Computer & Electronic Equipment	16,000.00							
80001	Transfer To General Fund	130,000.00							
80081	Transfer To Bond/Interest	0.00							
	Capital Reserve	277,963.00							
	<b>Total Expenditures</b>	<b>3,596,200.74</b>							
	<b>Net Revenue over Expenses</b>	<b>(38.83)</b>							

Exhibit B

**5-Year Capital Improvement Plan**

<b>Capital Projects</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Radio Console Upgrade (2007)*			\$ 650,000		
CPE Phone System Upgrade (2007)*	\$ 250,000				
Radio/Phone Recording System (2008)*	\$ 35,000				
Console Furniture (2007)				\$ 175,000	
Primary 9-1-1 UPS (2002)	\$ 50,000				
Critical Server Replacement (2014 Lease)				\$ 150,000	
Primary 9-1-1 Emergency Generator (1991)		\$ 75,000			
<b>Total Estimated Projects</b>	\$ 335,000	\$ 75,000	\$ 650,000	\$ 325,000	\$ -
<b>Annual Capital Contribution</b>	\$ 277,963	\$ 325,000	\$ 325,000	\$ 325,000	\$ 325,000
<b>Forecasted Capital Reserve</b>					
Fund Balance of \$233,787 as of 11/30 for 2015	\$ 176,750	\$ 426,750	\$ 101,750	\$ 101,750	\$ 426,750

*All Projects to be implemented when adequate funding is available in the Major Capital Costs/Contingency Reserve Fund.*

*Next Generation 9-1-1 Projects\**

ICC 911 System and Expenditure Report lists the Life Cycle for the following critical infrastructure

*Radio Console at 10 years, (Motorola EOL for current equipment 2018)*

*CPE Phone System at 7 years*

*Radio/Phone Recording Hardware at 7 Years*

*911 Console Dispatch Furniture at 10 Years*

*UPS at 7 Years*

*Server Hardware at 5 Years*

*Emergency Power Generator at 10 Years*

*Capital Contributions: Oak Lawn - \$125,000 / Tier 1 Standard - \$60,000 / Tier 1 Low - \$30,000 / Tier 2 - \$10,000*

Exhibit C

**Tier I Proportionate Share Formula for 2016 Budget  
July 2014 - June 2015**

#REF1	Village of Oak Lawn	City of Burbank	Village of Bridgeview	Village of Evergreen Park	Total
Model One: • Calls for Service (50%) • Population (25%) • Equalized Assessed Valuation (25%)	41.72%	19.28%	16.58%	22.42%	100.00%
Model Two: • Calls for Service (50%) • Emergency Call Volume (25%) • Equalized Assessed Valuation (25%)	41.34%	19.02%	17.78%	21.86%	99.99%
Model Three: • Calls for Service (50%) • Population (25%) • Emergency Call Volume (25%)	41.35%	20.16%	16.68%	21.81%	100.00%
Model Four: • Emergency Call Volume (100%)	45.04%	22.65%	18.29%	14.02%	100.00%
All Average: Average %	42.36%	20.28%	17.33%	20.03%	100.00%

*Percentages Shown are for the 2016 Annual Operation & Maintenance Budget and will be adjusted for each year.*

*Total Calls for Service will be generated as (Total CFS - NonBillable CFS)*

*NonBillable CFS will be tabulated from CFS initiated via MDT on*

*Bar Check, Condition Report, House Watch, Premise Check and Special Attention Nature Codes for Police Only.*

*Population will be obtained from the US Census website based on the figures from the last complete census.*

*Emergency Call Volume is the total 9-1-1 calls grouped by Automatic Location Identification (ALI) City or "Community" name.*

*All 7-Digit and "Other" calls are allocated to Oak Lawn only.*

*Agency Equalized Assessed Valuation will be obtained from the Taxing Agency Reports on the Cook County Clerk website for the most current year.*