

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE COUNTY OF DU PAGE AND ON BEHALF OF ITS EMERGENCY TELEPHONE
SYSTEM BOARD, THE VILLAGE OF ADDISON FOR ITS ADDISON CONSOLIDATED
DISPATCH CENTER AND DU PAGE PUBLIC SAFETY COMMUNICATIONS**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), the Village of Addison for Addison Consolidated Dispatch Center (ACDC) and DuPage Public Safety Communications (DU-COMM) herein after collectively referred to as "the PSAPs". The County, ETSB and PSAPs shall collectively be referred to "the Parties".

RECITALS

WHEREAS, the 9-1-1 System and the PSAPs are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the 9-1-1 System; and

WHEREAS, the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance; and

WHEREAS, the surcharge remitted by citizens is for 9-1-1 emergency services as specified in State Statute; and

WHEREAS, Illinois law specifically empowers and grants specific authority to local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the 9-1-1 System and provide emergency telephone assistance through Voice over Internet Protocol (VoIP), wireline and wireless communications; and

WHEREAS, in accordance with the requirements of Illinois statute, the County Board, adopted an ordinance defining the powers of the ETSB, and by subsequently amending that ordinance (DuPage County Ord. 20-40); and

WHEREAS, the ETSB is further charged with the responsibility of providing enhanced 9-1-1 emergency services by State of Illinois statute; and

WHEREAS, the State statute and FCC regulations considers certain personnel, training and equipment to be essential to the receipt and dispatch of a 9-1-1 call, such equipment being considered allowable cost pursuant to State statute and FCC regulations, for 9-1-1 surcharge; and

WHEREAS, the Parties wish to establish the terms and conditions under which the 9-1-1 System will be made available to first responding agencies; and

WHEREAS, the PSAPs desire to use the 9-1-1 System for its emergency personnel to effectively receive and dispatch all emergency calls and emergency calls to 9-1-1.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and the PSAPs hereto hereby agree as follows:

Section 1: Incorporation of Recitals and Definitions

Section 1.1: Recitals Incorporated.

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2: Definitions.

As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) "9-1-1 Authority" pursuant to PA102-009, means an Emergency Telephone System Board, Joint Emergency Telephone System Board, that provides for the management and operation of a 9-1-1 system.
- (b) "9-1-1 System" as defined by the National Emergency Number System (NENA) glossary NENA-ADM-00023-2020 dated 1/20/20 is "The set of network, software applications, databases, components and operations & management procedures required to provide 9-1-1 service. This may include commercial, governmental and human resources."
- (c) "Addison Consolidated Dispatch Center" (ACDC) refers to the Public Safety Answering Point operated by the Village of Addison for its contracted customers which by referendum is part of the ETSB 9-1-1 System.
- (d) "County" means the County of DuPage, Illinois.
- (e) "Customer" refers to a person dialing 9-1-1 or seeking emergency assistance and who provides the 9-1-1 surcharge that funds the ETSB.
- (f) "DuPage Public Safety Communications" (DU-COMM) a cooperative government entity for and by its members to provide certain services including operating as a Public Safety Answering Point which by referendum is part of the 9-1-1 System.
- (g) "Emergency Telephone System" means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1 including but not limited to CPE.
- (h) Emergency Telephone System Board of DuPage County (ETSB or ETS Board, 9-1-1 Authority) an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act (ETSA).

- (i) "ETSB Service Area" means the geographic area and telephonic area defined by the 9-1-1 System design plan filed with and approved by the Illinois State Police 9-1-1 System Administrator.
- (j) "Expenditure" the action of spending funds or an amount of money spent. For the purpose of this agreement, an action shall be deemed an expenditure when the ETS Board approves the purchase order and contract by resolution. Any invoices resulting from this approval shall be considered "payment of claims".
- (k) "Fiscal Year" shall refer to the ETSB fiscal year of December 1 to November 30.
- (l) "Budget Process" shall refer to the process defined in DuPage County Ord. 20-40(4)(c) and as set forth in the current DuPage County Board Rules.
- (m) "Grant" means the distribution of surcharge from the fund to a PSAP as allowed under state and federal laws and guidelines.
- (n) "Member Agency or Member Agencies" refers to any unit of local government which is a member of the ETSB either by referendum or intergovernmental agreement.
- (o) "Member" refers to any person appointed to serve on the ETS Board.
- (p) "Payment of Claims" the action of approving the invoices for goods and services procured through the County process and approved by the ETS Board by resolution. A request to disburse funds to a claimant initiated by the user department through the preparation and submission of vendor invoices.
- (q) "Surcharge funds" means funds collected pursuant to the surcharge money authorized by 50 ILCS 750/20 and 30.

Section 2: Vision

Section 2: Vision statement.

To answer the 9-1-1 call quickly, dispatch quickly with accuracy, 24/7, with the appropriate equipment to meet the citizens' expectations of consistent and good customer service.

Section 3: 9-1-1 System Design

Section 3.1: Generally.

The monetary surcharge collected as authorized by the State Statute (50 ILCS 750) from citizens who reside within the ETSB 9-1-1 geographic boundaries for the purposes of providing an enhanced 9-1-1 System within the ETSB's geographic boundaries as defined by State statute.

Section 3.2: PSAP Facilities.

The Parties acknowledge there are two PSAP facilities within the 9-1-1 System. These facilities have been designed to allow the staff of both PSAPs to be housed within the same building in the event one of the PSAP facilities becomes unavailable operationally or physically. The 9-1-1 System Design designated the number of dispatch positions in each center based on daily operational use of each existing PSAP at the time the buildings were designed and constructed. The Parties agree that this design meets the previous 15 year goal of DU-COMM for backup from one facility for more efficient dispatch of 9-1-1 calls for their 9-1-1 geographic footprint. As such, the Parties agree that the support of the equipment within the facilities will be equal in order to maintain this operational goal.

Section 3.3: System Design.

The Parties agree that the management of the 9-1-1 System is and shall remain under the full control and supervision of the ETSB as designated by State statute (50 ILCS 750/15.4(b)). The Parties agree that the 9-1-1 System shall make up the essential components of hardware, software or contracted services listed herein and any other state or federally mandated system or services for the receipt and dispatch of emergency requests for service.

The Parties agree that each PSAP shall have its own network separate from the 9-1-1 System for additional services the PSAPs may wish to provide to their agencies or for internal functions such as, but not limited to, scheduling, messaging, email etc.

Section 3.3.1: Interoperability.

The parties agree that ETSB shall provide for one 9-1-1 System and system components to expedite the dispatch of a 9-1-1 or emergency request for assistance.

Section 3.3.2: System Design/Additions to the 9-1-1 System.

ETSB shall not contract for or oversee any new systems which are not mandated by State or Federal law or that do not support 9-1-1 System components. ETSB shall not prohibit the interfacing of any services or systems purchased by the PSAPs that meet the requirements of the ETSB security policy and best practices for cyber security provided the PSAP pays the cost for the complete interface and its maintenance. The Parties agree that payment for such interfaces does not arbitrarily grant the PSAPs or their staff access to the administration of the 9-1-1 System infrastructure. Access will be granted by the ETSB Executive Director pursuant to policy.

Section 3.3.3: System Design/Existing Components Not Required by State or Federal Mandates or Deemed Essential to the Dispatch.

Any existing services that are not required by State or Federal mandates or deemed essential to the dispatch shall be reviewed annually by the ETSB and PSAP Directors for their value to the mission of the 9-1-1 System. The Directors shall make a recommendation to the ETS Board during the budget process for the continued funding of these systems. Any service that is retained will also be reviewed prior to the renewal of said service, budget appropriation notwithstanding. The ETS Board will provide staff

direction on whether to include reviewed services in the pending budget based on a vote in which there is a simple majority of the board to continue same.

Any services that are deemed not required by the ETS Board but desired by a PSAP as an enhanced service for its members shall be charged back to the PSAP until the term of the existing contract is complete including any indirect cost to provide this service. Upon the completion of the contract term, if the PSAP desires to continue a service that is fully integrated into the 9-1-1 System Design, ETSB will continue the contract and the PSAP will reimburse the cost. ETSB will continue to have technical control of the software and manage it in the same manner as the other 9-1-1 System components. The PSAP must submit in writing its approval of the Purchase Order 60 days prior to renewal. Services that are stand alone and interfaced shall be contracted by the PSAP and costs borne by that PSAP. The Parties agree that payment for such interfaces does not arbitrarily grant the PSAPs or their staff access to the administration of the 9-1-1 System infrastructure. Access will be granted by the ETSB Executive Director pursuant to policy.

Section 4: Financial

Section 4 - Generally.

As an agency of the County, the ETSB is bound to the requirements and duties prescribed to it per County Ordinance Section 20-40: The Emergency Telephone System Board of DuPage County including specific financial duties.

The Parties agree that the ETSB shall, as an agency of the County and for transparency purposes, follow the County Procurement rules and guidelines for Budget submission for the timely approval of its budget appropriation according to State Statute.

The Parties agree that the ETSB shall, as an agency of the County and for transparency purposes, follow the County Procurement rules and guidelines unless expressly stated in this document.

The Parties agree that the language of this Agreement cannot supersede the Ordinance.

Section 4.1: Financial Objectives.

The Parties agree that 9-1-1 services are provided by the citizen 9-1-1 surcharge (ETSB) and taxpayer general fund property taxes (PSAP). The Parties agree that certain citizens are, therefore, contributing to 9-1-1 services in both general fund and surcharge payments. The Financial objectives shall:

- A. seek to find additional ways to reduce the cost to the citizen for delivery of 9-1-1 service from the ETSB and the PSAPs while meeting their expectations; and
- B. seek to continue a financially sustainable model to provide long term funding for 9-1-1 services in the ETSB geographic service area.

Section 4.2: Ratification.

The ratification of this agreement by the ETSB and the PSAPS receiving funds is necessary for the distribution of any grant monies with 9-1-1 surcharge funds.

Section 4.3: Grants to PSAPs.

Section 4.3.1: Generally.

The Parties agree that the ETSB may annually elect to provide grants to the PSAPs for costs directly related to the 9-1-1 dispatch as allowed by state and federal statute and specifically outlined 47 C.F.R. 9.23, 50 ILCS 750/35 (PA 103-0366, EFF 7/28/2023), and Illinois Administrative Code title 83 §1329 including but not limited to the expenses set forth in 50 ILCS 750/35(a)(2)(A-E), which include rent, mortgage payments, bond payments, and maintenance for the PSAP building and facility; telecommunicator salaries; and subscriber units for law enforcement and firefighters. The Formula established in Section 4.3.2 below will be used to determine the dollar amount allocations between the PSAPs.

The grant shall only be made if the ETSB has met all of its core financial obligations in providing for the operation/maintenance of the 9-1-1 System and capital equipment replacement. Such determination will be made bi-annually by the DuPage County Treasurer based on a cash flow analysis provided by the County Finance Department via the County Chief Financial Officer. PSAPs shall be required to submit documentation attesting to the use of the grant funds so that the ETSB may document such expense in the Annual Financial Report (AFR) required by state statute.

Section 4.3.2: PSAP Grant Formula.

During the Budget process, the ETS Board will determine the allocated amount to be placed in the budget. The Parties agree that this amount shall not be considered an expense until the ETS Board votes to approve its disbursement. The Parties agree that the ETS Board has the right to reduce the amount of the allocation based on revenue and operating obligations as determined in Section 4.3.1.

The grant shall be allocated in the following manner:

1. The grant allocation shall be split according to the above percentages:
 - a. ACDC: 35%
 - b. DU-COMM: 65%

Section 4.3.3: Limitations on Use and Penalties.

The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB, PSAPS and the first responding sworn personnel to effectively respond to emergency calls to 9-1-1. Diversion of surcharge funds is ground for withholding of surcharge by the State of Illinois and other penalties be assigned. The PSAPs shall ensure that said surcharge granted continue to be utilized for approved

purposes. If at any time during the course of this Agreement, the ETSB determines that granted funds are not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event PSAP fails to comply with the terms of the Agreement, the ETSB may request the return of less than all of the surcharge granted to the PSAP pursuant to this Agreement and the PSAP shall promptly comply with the ETSB's request.

If a PSAP fails to provide documentation of the use of the surcharge to the ETSB within 60 days of the expense or annually indicates the fundings has not been spent, the PSAP will not be eligible for future funding for one (1) fiscal year in which funds will be granted. The PSAP will be responsible for any monetary penalties levied against the ETSB for failure to comply. Any such penalties cannot be paid with surcharge funds.

If a PSAP uses the funding for an expense that is not an *allowable* or *acceptable* cost as determined by the FCC or State of Illinois statute or administrative rule, the PSAP shall reimburse ETSB within 60 days of the determination and will forfeit any eligibility for grant funding for a period of five (5) years in which funds will be granted. The PSAP will be responsible for any monetary penalties levied against the ETSB for a determination of diversion or failure to comply. Any such penalties cannot be paid with surcharge funds.

Section 5: Fiscal Year 2023 Budget and Grant to the PSAPs

Section 5.1: Initial Grant.

Within 60 days of execution of the IGA, the ETSB shall grant \$2,000,000 to the PSAPs using the PSAP Grant Formula detailed in Section 4.3.2. No further monies will be granted to the PSAPs until all conditions stipulated in this Agreement have been met.

Section 5.2: PSAP Grant.

ETSB is not obligated to provide any future funding as described in Section 4. Within the FY23 budget, the ETS Board has approved an additional \$1M which may be granted to the PSAPs in the fourth quarter of the fiscal year at the discretion of the ETS Board.

Section 6: Training

Section 6: Telecommunicator Training, Certification and License Costs.

Section 6.1: Generally.

The Parties agree that ETSB may provide funding to the PSAPs for the cost of approved training, mandatory certifications, and any licensing required by the State of Illinois and FCC ("training"). Including any overtime earned by the qualified employee to attend online or in-state training and excluding conferences and out-of-state training. The distribution shall only be made if the ETSB has met all of its core financial obligations in providing for the operation/maintenance of the 9-1-1 System and capital equipment replacement. The ETS Board shall approve up to \$100,000 annually during the budget process. The Parties agree that the ETS Board has the right to reduce the amount of the allocation based on revenue and operating obligations.

The distribution of this training grants shall be determined in the same manner as the PSAP Grant Funding in Section 4.3.2: PSAP Grant Formula. Section 4.3.3 and 4.3.4 shall also apply to grants for training.

ETSB currently provides State mandated Emergency Medical Dispatch training (certification and recertification), on-line monthly situation training, and may provide any other training approved by the ETS Board in the future. These costs shall be separate from the funds granted for training.

Section 6.2: Records.

Pursuant to 83 Illinois 1329.620(d), the Parties agree that the PSAP Directors will provide a list of training as required by state statute to verify the training provided to ensure that ETSB is utilizing the taxpayer surcharge in an allowable manner for recording keeping purposes.

(a) Each 9-1-1 Authority, as well as its answering points, shall ensure its public safety telecommunicators and public safety telecommunicator Supervisors comply with the training, testing, and certification requirements established pursuant to Section 2605-53 of the Department of State Police Law.

(b) Each 9-1-1 Authority, as well as its answering points, shall maintain a record regarding its public safety telecommunicators and public safety telecommunicator Supervisors compliance with this Section for at least 7 years and shall make the training records available for inspection by the Administrator upon request.” the Parties agree to comply with said section and to provide training records to ETSB as the 9-1-1 Authority.

Training for, technical staff, contracted staff, or administrative staff shall not be part of this grant funding allocation to the PSAPs. Required certifications or continuing education credits, Train the Trainer courses that further the training of the Telecommunicators and may include dispatch supervisors and managers subject to the approved uses of surcharge funds.

The Parties agree that no more than Thirty percent (30%) of ETSB training dollars shall be used by either PSAP for out of state conferences that do not include continuing education hours consistent with allowable costs or for dispatch supervisors and managers subject to the approved uses of surcharge funds. If the continuing education courses are a separate fee, ETSB training dollars shall only be used for the continuing education course cost. ETSB training dollars shall not be used for travel expenses including but not limited to hotel, airfare, car rental or mileage. ETSB training dollars may be used for mileage for personal vehicles for in-state training subject to the County Travel Policy’s restrictions (section 3.4(A)). ETSB training dollars shall not be used to reimburse either DUCOMM or the Village of Addison for mileage on agency owned vehicles.

Section 6.3: Funding Formula, Restricted Revenue.

The Parties agree that any funds distributed to the PSAPs for training may not be used for other purposes. The Parties further agree that any funds not utilized by a PSAP in

the granted fiscal year shall be carried over annually for training and travel purposes and shown in a separate line item in the PSAP's fiscal year budget.

The Parties further agree that if the PSAP's fiscal year budget has \$100,000 or more in ETSB training dollars, the ETS Board may elect to forego grant funding in that fiscal year for training.

Section 6.4: County Travel Policy.

This Agreement shall supersede the County's Travel and Reimbursement Policy for employees where training for PSAP personnel is funded as an allowable cost for surcharge Funds, except as set forth above. ETSB staff shall follow and be reimbursed according to County policy and are not part of this Agreement.

Section 7: Term and Termination

Section 7.1: Effective Date.

This Agreement shall commence upon its execution by the parties and the County Board. The Agreement shall continue until November 30, 2030, or until it is terminated in accordance with this Part 7.

Section 7.2: Termination by Election of Parties.

After the term of this Agreement, any party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 7.4. A terminating PSAP shall be responsible any costs arising from or associated with any grants or training grant funds covered under this Agreement. A request by the ETSB, pursuant to Section 4.3.4 for the reasons provided by that Section, for a return of certain funds granted to PSAPs shall not automatically operate to terminate this Agreement.

Section 7.3: Effects of Termination.

Upon the effective date of the termination of this agreement pursuant to a written notice by PSAP as set forth in Section 7.2, (1) PSAP's may use surcharge funds already granted; and (2) PSAP's obligation to reimburse the ETSB for any costs arising from the granting of surcharge as provided in this Agreement shall remain in full force and effect.

Section 7.4: Termination as a Result of Loss of Surcharge.

When the ETSB determines as a result of the loss of surcharge funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund grants to the PSAPs or training, the ETS Board may cease to allocate funds for grants.

Section 8: Miscellaneous Terms

Section 8.1: No Joint Venture.

This Agreement shall not be construed in such a way that the County, the ESTB, or the PSAPs, or is 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.

Section 8.2: Notice.

All 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 the County, to:

Attention: DuPage County
c/o Emergency Telephone System Board
421 County Farm Road
Wheaton, IL 60187

If to the PSAPs, to:

Attention: DU-COMM
420 County Farm Road
Wheaton, IL 60187

Attention: The Village of Addison
c/o Addison Consolidated Dispatch Center
1471 Jeffrey Drive
Addison, IL 60101

Section 8.3: Entire Agreement.

This Agreement constitutes the entire agreement of the County on behalf of the 9-1-1 System and the PSAPs with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the PSAPs and the County with respect to the subject matter hereof.

Section 8.4: Approval Required and Binding Effect.

This Agreement between the County on behalf of the 9-1-1 System and the PSAPs shall not become effective unless authorized by the County Board. This Agreement constitutes a legal, valid and binding agreement, enforceable against the PSAPs and, once duly authorized and executed as set forth herein, against the County.

Section 8.5: Representations.

Each party represents that it the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 8.6: Covenant Not to Sue.

The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement, or any dispute arising out of ETSB's distribution of disbursement set forth in Section 4, to the extent authorized by law.

Section 8.7: Amendments.

This Agreement may be amended upon the written agreement of the parties.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE:

**VILLAGE OF ADDISON FOR ADDISON
CONSOLIDATED DISPATCH CENTER**

Deborah A. Conroy, Chair

Richard Veenstra, Mayor

Date: _____

Date: _____

**EMERGENCY TELEPHONE SYSTEM
BOARD OF DU PAGE COUNTY**

**DUPAGE PUBLIC SAFETY
COMMUNICATIONS**

Greg Schwarze, Chair

David Brummel, President

Date: _____

Date: _____