

**INTERGOVERNMENTAL AGREEMENT REVISING AND
ESTABLISHING THE CENCOM E9-1-1 PUBLIC SAFETY COMMUNICATIONS CENTER
AND OPERATIONS BOARD OF DIRECTORS AND OPERATING PROCEDURES FOR
THE ENHANCED 9-1-1 EMERGENCY TELEPHONE SYSTEM**

WHEREAS, the signatories have determined that the implementation and operation of an Enhanced 9-1-1 emergency Telephone System provides a significant public safety enhancement to the citizens of each of the participating municipalities and local government entities; and

WHEREAS, the parties hereto have determined that a Joint Emergency Telephone System has been beneficial on an individual and mutual basis; and

WHEREAS, the Emergency Telephone System Act (the "Act") 50 ILCS 750/01 et. seq., 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 by those members which impose a surcharge for enhanced 911 emergency service; and

WHEREAS, Article 7, §10 of the Illinois Constitution and Illinois Statute 5 ILCS 220/1 provide for the joint exercise by two or more units of local government of any power common to them; and

WHEREAS, some of the parties hereto have established an Enhanced 9-1-1 Emergency Telephone System known as CenCom E9-1-1 Emergency Telephone System by separate Intergovernmental Agreement and are currently operating the same and all of the parties desire to establish a Public Safety Communications Center and Executive Board of Directors ("Executive Board") and operating procedures for the Executive Board; and

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

1. **Executive Board.** There is hereby established an Executive Board of Directors which shall consist of the Village Presidents of the Villages of Antioch, Barrington, Hainesville, Round Lake, Round Lake Beach, Round Lake Heights and Round Lake Park; the President of the Board or Chief Operating Officer of the Greater Round Lake Fire Protection District, the President of the Board or the Chief Operating Officer of the Barrington Countryside Fire Protection District and the President of the Board or the Executive Director of the Round Lake Area Park District. Each subsequent participating unit of local government in the CenCom Joint Telecommunications Center shall be entitled to have the chief elected executive officer of the municipality, or appointed chair of the Board, if the Board is not elected, or the Chief Operating Officer of the District become a member of the Executive Board.
2. **By-Laws.** The Executive Board shall be subject to and shall be governed by certain By-laws which shall be adopted by the Board together with any amendments which may be made in the manner and means provided. A copy of the revised By-laws is attached hereto as Exhibit A.

3. **Voting.** Each Executive Board member shall be entitled to one (1) vote regarding all matters that come before it when require approval. Alternate, proxy or absentee votes shall be as provided in the By-laws. Only those members who are present at a Board meeting as provided in the By-laws shall be permitted to vote.
4. **Participation.** Each participating unit of local government in the CenCom Public Safety Communication Center, and each unit of local government which may hereafter become a participant shall be a member of the Executive Board and is entitled to the rights and privileges and is subject to the obligations of membership, all as may be provided for in this Agreement and the By-laws.
5. **Termination.** Any party to this Agreement may cease to be a party hereto and may withdraw from participation by providing at least three hundred sixty-five (365) days written notice to each member of the Board.
6. **Power of the Board.** The powers and duties of the Executive Board created by this Agreement shall include, but not be limited to, the following:
 - A. The day-to-day operation of a Public Safety Communications Center for the Villages of Antioch, Barrington, Hainesville, Round Lake, Round Lake Beach, Round Lake Heights and Round Lake Park, the Greater Round Lake Fire Protection District, the Barrington Countryside Fire Protection District, the Round Lake Area Park District, and any other unit of local government that hereinafter may become a member or otherwise contract for service;
 - B. The day-to-day administration and operation of a joint prisoner processing, holding and detention center (the "detention center"). The Villages of Round Lake, Round Lake Beach, Round Lake Heights and Round Lake Park, and the Round Lake Area Park District (the "detention entities") shall be eligible to use the detention center, and shall jointly and severally bear responsibility and liability for any cause of action or incident arising from the operation of the detention center, except as limited below, and shall be entitled to vote on matters relative to the operation of the detention center. The Village of Antioch, the Village of Barrington, the Village of Hainesville, the Greater Round Lake Fire Protection District and the Barrington Countryside Fire Protection District (the "non-detention entities") shall not be eligible to use the detention facility, shall bear no responsibility or liability for any cause of action or incident arising from the operation of the detention center, unless caused by one or more non-detention entities, and shall have no vote on matters relative to the operation of the detention center.

The detention entities hereby agree to indemnify, defend, and hold harmless the non-detention entities, along with their agents and employees, from all claims, causes of action, suits, damages, liabilities,

without limitation, reasonable attorney fees and litigation costs incurred by the non-detention 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 detention entities, their officers, agents or employees, in connection with the operation of the detention center, unless and except to the extent said claim, cause of action suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses, or demands are the result of actions or omissions by a non-detention entity.

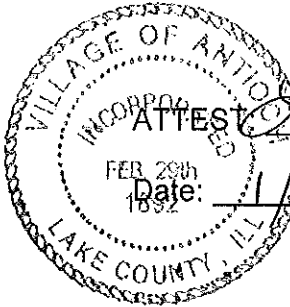
CenCom shall indemnify, defend, and hold harmless the member entities, along with their agents and employees, from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney fees and litigation 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 CenCom, its officers, agents or employees, in connection with the operation of the dispatch center or detention center, unless and except to the extent said claim, cause of action suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses, or demands are the result of actions or omissions by one or more member entities or their officers agents or employees.

To the extent that any cause of action, suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses or demands are the result of the actions or omissions of an officer or officers of a party subject to this agreement and the claims or suit can be bifurcated between the claims related to the conduct of CenCom, at the detention center, or any other party to this Agreement, and the conduct of the party's individual officer or officers, then the party employing such officer or officers shall be solely liable for their conduct and any damages, liabilities, costs, penalties expenses and demands shall not be shared with the other parties to this agreement. This indemnification shall extend, to the extent possible, to budgetary items that may be increased or expenditures that may be made by CenCom as a result of claims against a member of CenCom which arise from the use of the detention center.

- C. The budgeting and appropriation of funds from the General Operations Fund for the operation of the Public Safety Communications Center. All financial records shall be available to all members.
- D. The hiring and retention of any staff necessary for the implementation, upgrade or operation of the Public Safety Communications Center. The Executive Board shall be responsible to supervise the Executive Director and the Director shall report to the Executive Board.
- E. The creation and entering into of all contractual agreements that pertain to employment, purchases and services needed to operate the Public Safety Communications Center.

- F. The acquisition, holding or disposing of properties for the operation of the Public Safety Communications Center.
 - G. The approval of the By-laws and amendments to same.
 - H. The planning of any improvements or modifications to the Public Safety Communications Center.
7. **Insurance.** CenCom will provide evidence of insurance for the detention center and dispatch center on an annual basis naming all participating units of local government as additional insureds.
 8. **Amendment.** This Agreement may not be amended, except by written agreement and resolution of all the current parties hereto.
 9. **Duration.** This Agreement shall continue in effect until rescinded by the unanimous consent of the current parties or until termination in the manner provided in the By-laws.
 10. **Enforcement.** Each member shall have the right to enforce this Agreement against any other member. If a lawsuit is filed to enforce the terms of this Agreement, the defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.
 11. **Effective Date.** This Agreement shall become effective when signed and properly approved by the corporate authorities of the Villages of Antioch, Barrington, Hainesville, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake Park, the Greater Round Lake Fire Protection District, the Round Lake Area Park District and the Barrington Countryside Fire Protection District.
 12. **Funding.** All member units of local government shall pay funds to the Executive Board for calls for service, dispatching and the other services provided herein based upon a service based funding formula unanimously agreed to by all of the parties to this Agreement. The payments shall be determined annually at the time the annual budget is approved.
 13. **Severability.** If any portion of this agreement is deemed invalid by a Court of competent jurisdiction, the remaining portions of this Agreement shall be severable from those portions deemed invalid and of continued effect so long as the public purpose of providing enhanced 9-1-1 services can be maintained.
 14. **Notices.** Any notices required under this Agreement or the By-laws shall be by certified mail, return receipt requested, and shall be sent to the main administrative office of the member, and shall be deemed to be effective two business days after the date it is deposited in the U.S. mail.

IN WITNESS THEREOF, the undersigned units of local government have set their signatures by their duly elected or appointed municipal officials on the dates set forth below. This document may be signed in duplicated originals, or counter-parts which when taken together shall constitute one document.



ATTEST: Sari K. Fallon
Date: 1/22/14

ATTEST: _____

Date: _____

ATTEST: _____

Date: _____

ATTEST: D. Blawie
Date: December 17, 2013

ATTEST: _____

Date: _____

ATTEST: Marla McIntyre
Date: November 12, 2013

Village of Antioch:
By: [Signature]

Village of Barrington:
By: _____

Village of Hainesville:
By: _____

Village of Round Lake:
By: [Signature]

Village of Round Lake Beach:
By: _____

Village of Round Lake Heights:
By: [Signature]

ATTEST: Karen McEgert
Date: 12/5/2013

Village of Round Lake Park:
By: Lincoln K. Luessen

ATTEST: _____
Date: _____

Greater Round Lake Fire
Protection District:
By: _____

ATTEST: _____
Date: _____

Round Lake Area Park District:
By: _____

ATTEST: _____
Date: _____

Barrington Countryside Fire Protection
District
By: _____