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**THE VILLAGE OF WILLOW SPRINGS  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2018-O-13**

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**AN ORDINANCE AUTHORIZING THE VILLAGE OF WILLOW SPRINGS,  
COOK COUNTY, ILLINOIS TO APPROVE AND ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT ESTABLISHING A JOINT  
EMERGENCY TELEPHONE SYSTEM BOARD (JETS) BY AND BETWEEN THE  
VILLAGES OF JUSTICE, HILLSIDE, WESTCHESTER, FOREST VIEW, AND  
WILLOW SPRINGS.**

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**JOHN M. CARPINO, President**

**MARY JANE MANNELLA, Clerk**

**THOMAS E. BIRKS  
TERRANCE M. CARR  
MICHAEL C. KENNEDY  
MELISSA N. NEDDERMEYER  
FRED POSCH  
KATHRYN STANPHILL**

**TRUSTEES**

**VILLAGE OF WILLOW SPRINGS**

**ORDINANCE 2018-O-13**

**AN ORDINANCE AUTHORIZING THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS TO APPROVE AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT, ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEM BOARD (JETS), BY AND BETWEEN THE VILLAGES OF JUSTICE, HILLSIDE, WESTCHESTER, FOREST VIEW, AND WILLOW SPRINGS.**

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article X, Section 7 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provide for and authorize units of local government to jointly exercise powers common to each unit of local government; and

WHEREAS, the Village believes it to be in the best interests of its respective citizens to establish a Joint Emergency Telephone System Board (JETS) to operate a joint 9-1-1 emergency telephone system in accordance with the terms and conditions set forth in the IGA attached hereto; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "*Corporate Authorities*") to enter into an Intergovernmental Agreement by and between the Village of Willow Springs and the Villages of Justice, Hillside, Westchester, and Forest View establishing a JETS to oversee operation of a 9-1-1 emergency telephone system, as set forth in the IGA attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees, subject to final revisions made by staff and Village consultants.

Section 3: The President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4: The Village Attorney is hereby authorized to execute such necessary documentation and undertake such legal actions on the part of the Village as contained in the Intergovernmental Agreement and this Ordinance to complete satisfaction of any conditions stated therein.

Section 5: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

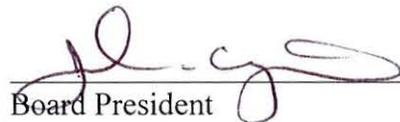
Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

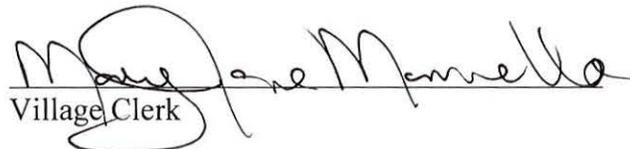
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**Ordinance 2018-O-13, approved and adopted** by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 22<sup>nd</sup> day of March, 2018, pursuant to a roll call vote, as follows:

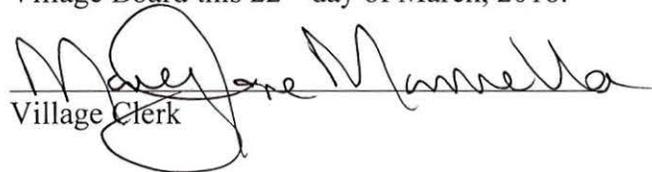
	PRESENT	ABSENT	YES	NO	ABSTAIN
Trustee Birks	✓		✓		
Trustee Carr	✓		✓		
Trustee Kennedy	✓		✓		
Trustee Neddermeyer	✓		✓		
Trustee Posch		✓			
Trustee Stanphill	✓		✓		
President Carpino	✓				
<b>TOTAL</b>	6	1	5	0	0

  
Board President

ATTEST:

  
Village Clerk

Published in pamphlet form by order of the Village Board this 22<sup>nd</sup> day of March, 2018.

  
Village Clerk



**EXHIBIT A**

## **SOUTH WEST COOK COUNTY CONSOLIDATED DISPATCH INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS AGREEMENT**, entered into on the effective date specified hereafter, by and between the units of local government signatory hereto and also any unit of local government which may become a signatory hereafter (referred to herein as “participating units of local government”); and,

**WHEREAS**, the signatories have determined that the implementation of a joint 9-1-1 emergency telephone system would provide a significant public safety enhancement to the citizens of each of the participating unit of local government; and,

**WHEREAS**, Section 15.4a of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* (the “Act”), mandates the consolidation of Emergency Telephone System Boards (ETSBS) and Public Safety Answering Points (PSAPS) such that no 9-1-1 Authority, as defined by the Act, in a County with at least 250,000 people serves a population of less than 25,000; and,

**WHEREAS**, Section 15.4 of the Act authorizes the formation of Joint Emergency Telephone System Boards to oversee the implementation and operation of a 9-1-1 emergency telephone system; and

**WHEREAS**, Article X, Section 7 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 provide for and authorize units of local government to jointly exercise powers common to each unit of local government.

**WHEREAS**, the Parties to this Agreement believe it to be in the best interests of their respective citizens to establish a Joint Emergency Telephone System Board to operate a joint 9-1-1 emergency telephone system in accordance with the terms and conditions as hereinafter set forth; and,

**NOW THEREFORE** be it agreed by and between the parties as follows:

1. Venture Established. Pursuant to the intergovernmental cooperation authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 and in recognition of the consolidation mandated by Section 15.4a of the Act, the undersigned units of local government hereby join together in a cooperative venture for the joint and mutual operation of a 9-1-1 emergency telephone system, to be known as the South West Consolidated Dispatch (the “SWCD”). The SWCD shall have two Public Safety Answering Points (“PSAP”) as defined by the Act located at \_\_\_\_\_ and \_\_\_\_\_.
2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board (the “JETSBS”) to oversee operation of the SWCD which shall consist of the Village Manager/Designee of the Village of

Justice, the Village Manager/Designee of the Village of Hillside, the Village Manager/Designee of the Village of Westchester, the Village Manager/Designee of the Village of Forest View, Village Manager/Designee of the Village of Willow Springs, and a representative from each PSAP. Any subsequent participating unit of local government which joins the SWCD shall be entitled to have one member seated on the JETSB. The JETSB shall have the authority to change the number and types of Board members as set forth in its bylaws but in no event shall any participating unit of local government or unit of local government which subsequently joins as a participating member have less than 1 representative as a Board member.

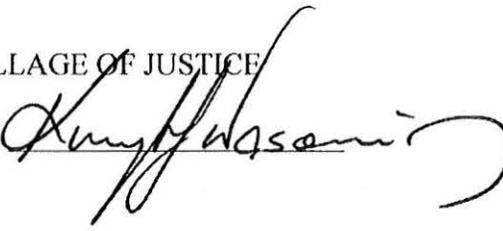
3. Bylaws. The JETSB shall be subject to and shall be governed by certain bylaws which shall be adopted by the JETSB together with any amendments which may be made in the manner and means provided in the bylaws.
4. Participation. Each participating unit of local government is a member entitled to the rights and privileges of membership and is subject to the obligations of membership, all as may be provided in the bylaws.
5. Surcharge Funds. All surcharge funds received by any participating unit of local government under the provisions of the Act, the Wireless Emergency Telephone Safety Act, the Prepaid Wireless 9-1-1 Surcharge Act or any other similar statutory provisions providing funding for local 9-1-1 emergency dispatch services shall be remitted to the JETSB to be deposited into an Emergency Telephone System Fund which shall be created upon the effective date of this Agreement and which fund shall be used for operation of the SWCD as provided by law and in accordance with the JETSB's bylaws.
6. Termination. Any party to this Agreement may cease to be a party hereto and may withdraw from participation upon 365 days written notice to the other participating units of local government
7. Powers of the Board. The powers and duties of the JETSB created by this Agreement shall include, but not be limited to, the following:
  - A. Planning a 9-1-1 emergency telephone system.
  - B. Coordinating and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding system.
  - C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund which fund shall be created and administered as provided in the JETSB's bylaws.
  - D. Authorizing all disbursements from the Emergency Telephone System Fund.
  - E. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the system.

- F. Making and entering into contracts.
- G. Acquiring, holding and disposing of property.
- H. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.

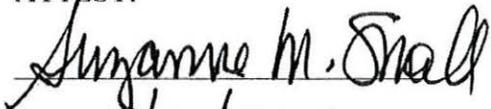
- 8. Amendment. This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.
- 9. Duration. This Agreement shall continue in effect as of the effective date for a period of ten years and may be renewed upon agreement in writing by all participating units of local government.
- 10. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.
- 11. Authorization. Prior to execution of this Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing execution of this Agreement.
- 12. Effective Date. This Agreement shall become effective when signed by all respective representatives of the Village of Justice, the Village of Hillside, the Village of Westchester, the Village of Forest View and the Village of Willow Springs and upon approval by the Illinois 911 Statewide Advisory Board of a consolidation plan application submitted by the participating units of local government.

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

VILLAGE OF JUSTICE

By: 

ATTEST:



Date: 3/12/2018



VILLAGE OF HILLSIDE

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

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF WESTCHESTER

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

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF FOREST VIEW

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

ATTEST \_\_\_\_\_

Date: \_\_\_\_\_

VILLAGE OF WILLOW SPRINGS

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

ATTEST: \_\_\_\_\_

Date: \_\_\_\_\_