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

**ORDINANCE
NUMBER 2018-O-23**

**AN ORDINANCE APPROVING THE VILLAGE OF WILLOW SPRINGS,
COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE VILLAGE OF JUSTICE, AND THE
VILLAGE OF WILLOW SPRINGS FOR POLICE DISPATCH AND
PRISONER DETENTION SERVICES**

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Willow Springs
Tressler LLP – Village Attorneys – 2600 East 107th Street, Bolingbrook, Illinois 60440

VILLAGE OF WILLOW SPRINGS

**ORDINANCE OF THE VILLAGE BOARD
VILLAGE OF WILLOW SPRINGS**

ORDINANCE NUMBER 2018-O-23

WHEREAS, the Village of Willow Springs ("*Willow Springs*") 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, the Village of Justice ("*Justice*") 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 VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contracts to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, the provisions of Public Act 099-0006 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, Willow Springs and Justice desire to consolidate their emergency dispatch services in an effort to meet the mandates of Public Act 099-0006; 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 Willow Springs and Justice, for Justice to provide radio dispatch services and prisoner detention services for the WILLOW SPRINGS Police Department, as contained in the attached agreement.

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 this 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.

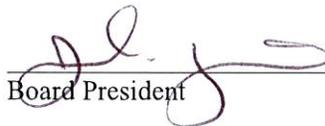
Section 5: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

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.

Ordinance 2018-O-23, approved and adopted by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 12th day of April 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	✓				
TOTAL	6	1	5	0	0


 Board President

ATTEST:

 Village Clerk

Published in pamphlet form by order of the Village Board this 12th day of April, 2018.


 Village Clerk

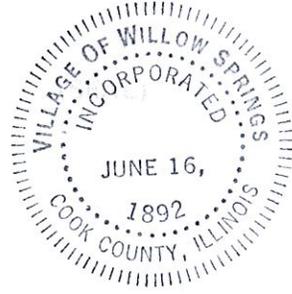


EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF JUSTICE AND THE VILLAGE OF WILLOW SPRINGS
PROVIDING FOR POLICE DISPATCH AND PRISONER DETENTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 10th day of APRIL, 2018, between VILLAGE OF JUSTICE ("JUSTICE"), an Illinois municipal corporation, and the VILLAGE OF WILLOW SPRINGS ("WILLOW SPRINGS"), a municipal corporation for Police Dispatch and Prisoner Detention Services.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

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

WHEREAS, the purpose of the Agreement is to provide a relationship between JUSTICE and WILLOW SPRINGS to provide Police Dispatching and Prison Detention services to WILLOW SPRINGS; and

WHEREAS, the provisions of Public Act 099-0006 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 Parties desire to consolidate their emergency dispatch services in an effort to meet the mandates of Public Act 099-0006; and

WHEREAS, centralized police dispatching and prisoner detention services as provided for herein will efficiently and economically serve the needs of the Parties; and WHEREAS, WILLOW SPRINGS provides police protection to its citizens and is seeking to have radio dispatch services and prisoner detention performed on behalf of its police departments, and other services as hereinafter described; and

WHEREAS, JUSTICE operates a full service dispatch center through which all of JUSTICE 9-1-1 police emergency calls are handled; and

WHEREAS, JUSTICE operates a full service detention center through which all of JUSTICE Police Department prisoners are processed and detained; and

WHEREAS, WILLOW SPRINGS has determined that it would be in the best interest of the citizens of WILLOW SPRINGS for JUSTICE to provide radio dispatch services for WILLOW SPRINGS 9-1-1 emergency calls for its Police Department; and

WHEREAS, WILLOW SPRINGS has determined that it would be in the best interest of the Citizens of WILLOW SPRINGS for JUSTICE to provide prisoner detention services for WILLOW SPRINGS Police Department prisoners; and

WHEREAS, the Parties have individually determined that it is in the best interests of each party to this Agreement and the public health, safety and welfare of the persons and property within the Villages JUSTICE and WILLOW SPRINGS to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing as well as the mutual covenants and agreements hereinafter set forth, JUSTICE and WILLOW SPRINGS agree as follows:

1. Incorporation. Each of the recitals set forth above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.
2. Term/Duration. This Agreement shall commence at 12:00 a.m. on May 1st, 2018 and terminate according to the provisions of section 15 of this intergovernmental agreement.

POLICE DISPATCH SERVICES

3. Dispatch Services. JUSTICE shall operate a full service dispatch center to provide dispatch services to WILLOW SPRINGS. Any and all dispatch services provided by JUSTICE to WILLOW SPRINGS shall include but are not limited to the following:
 - a. Provide 24 hour a day answering of all emergency 9-1-1 and non-emergency police calls for each and every day that this Agreement is in effect.

- b. Provide a 24 hours a day dispatching for all WILLOW SPRINGS Police Department calls for service and related activities for each and every day that this Agreement is in effect.
- c. Maintain and operate radio and computer communications with WILLOW SPRINGS for all Police Department calls. Utilize dispatching procedures adopted and agreed upon by the parties.
- d. Employ qualified telecommunications personnel to handle regular and routine communications from the inhabitants of WILLOW SPRINGS, Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch WILLOW SPRINGS emergency personnel in response to these requests.
- e. Maintain updated telephone lists of WILLOW SPRINGS staff and employees and implement and utilize call-out procedures for emergencies and non-emergencies. Forward messages, utilizing reasonable telephone answering procedures.
- f. Maintain daily dispatch services at a staffing level that will enable all emergency calls to be handled.
- g. Provide and continuously update training to all dispatch employees.
- h. Provide general information to and answer questions related to public health and safety issues (i.e. boil orders or street closures) and general information related to Police or other WILLOW SPRINGS services asked by WILLOW SPRINGS citizens and others in accordance with informational materials provided by WILLOW SPRINGS. JUSTICE shall forward to WILLOW SPRINGS all non-emergency calls. Under no circumstances shall JUSTICE accept the payment of fees for WILLOW SPRINGS.
- i. Upon request by WILLOW SPRINGS, provide copies of reports on call volume, LEADS reports, officer time usage and any other requested reports.

- j. Maintain a call logging and recording system of all calls and, upon request, provide copies of recorded calls to the WILLOW SPRINGS Police Departments.
- k. Maintain and operate mutual aid dispatch services for WILLOW SPRINGS in accordance with the emergency response plans and programs established by the Mutual Aid Box Alarm System ("MABAS") or Northern Illinois Police Alarm System ("NIPAS"), and the Illinois Law Enforcement Alarm System ("ILEAS"), as well as any other applicable public safety organizations, provided, however, that JUSTICE's obligations in this regard are limited to monitoring, dispatching, documenting, and updating of system information, based upon data provided by WILLOW SPRINGS.
- l. For the purpose of this Agreement, a "call" shall be any manner of communication by which the Communication Center is required to receive data from the public under applicable law. As of the Effective Date of this Agreement, a "call" shall include telephone and TTY/TTD communications.

4. Leads Services. JUSTICE shall operate, maintain, and manage the Law Enforcement Data System program ("LEADS") and the National Crime Information Center program ("NCIC"), including without limitation the following activities:

- a. Assist and cooperate with all audits of the LEADS and NCIC program files and operations.
- b. Enter into the LEADS or NCIC system information as requested by WILLOW SPRINGS, including without limitation warrants and sex offenders.
- c. Maintain and manage hot files.
- d. Maintain and manage all LEADS and NCIC files.
- e. Remove from the LEADS and NCIC files information and data that is no longer current.
- f. Update and validate, on a regular basis, LEADS and NCIC data and files, with information provided by WILLOW SPRINGS.

g. Maintain and manage run card files, occupancy/address files, mapping and caution notes.

5. Best Efforts to Transmit Messages. JUSTICE agrees to use its best effort to transmit messages to WILLOW SPRINGS, but shall not be responsible for failure to transmit said messages due to damage to its equipment caused by acts of sabotage, vandalism, or natural disaster, acts of God or because demand for its services due to emergency calls related to JUSTICE or future parties. The determination of the priority of emergency matters shall not be done in an arbitrary or capricious manner.

PRISONER DETENTION SERVICES

6. Detention Services. JUSTICE agrees to provide prisoner detention services on a 24-hour basis for each and every day of this Agreement for the WILLOW SPRINGS Police Department in the same manner and to the same extent as JUSTICE furnishes said services for confinement of its own prisoners. JUSTICE further agrees to provide any and all personnel necessary to fulfill its obligations under this Paragraph. Any and all services provided by JUSTICE to WILLOW SPRINGS shall include but are not limited to the following:

- a. WILLOW SPRINGS shall require that all prisoners lodged by its officers in the JUSTICE Police Department detention facility be processed by WILLOW SPRINGS Officers in compliance with all standards established by the Illinois Department of Corrections and the JUSTICE Police Department's General and Special Orders.
- b. JUSTICE will provide lock-up facilities at its Police Department to adequately detain prisoners placed under arrest by the Village of WILLOW SPRINGS overnight, during weekends and holidays as needed by WILLOW SPRINGS. JUSTICE will furnish its facilities and personnel for the confinement of WILLOW SPRINGS' prisoners in the same manner and to the same extent as JUSTICE furnishes said services for confinement of its own prisoners.
- c. A prisoner shall become the responsibility of JUSTICE at the point the prisoner is placed into the cell or other holding facility at JUSTICE, however notwithstanding the foregoing, JUSTICE reserves the right to reject taking custody of a prisoner and that no prisoner

shall become the responsibility of JUSTICE until an authorized officer of the JUSTICE Police Department accepts custody of the prisoner. JUSTICE will not release a prisoner from its facilities except: (1) to the custody of a WILLOW SPRINGS Police Officer; (2) pursuant to a court order; or (3) for emergency medical or necessary health care as described below in Section (7).

- d. The obligation of JUSTICE to provide such lock-up facilities to WILLOW SPRINGS is limited to the available space and resources to the JUSTICE Police Department. If the JUSTICE Chief of Police or his designee, determines in his sole discretion that JUSTICE cannot adequately accept or continue to detain a prisoner due to available space, then JUSTICE is not obligated to accept or continue to detain such prisoner. If JUSTICE requests that a prisoner be removed then WILLOW SPRINGS shall remove the prisoner within a reasonable amount of time after being notified that the prisoner must be removed.

7. Emergency Medical and Necessary Health Care. JUSTICE will be responsible for arranging any known necessary health or emergency medical care for prisoners as may be required to safeguard the prisoner's health while housed in the JUSTICE Police Department. JUSTICE, and any of its officers, agents and employees, has the full authority to authorize WILLOW SPRINGS prisoners to receive or be transported to receive any health or emergency medical care it determines to be necessary while in the custody or control of JUSTICE. In the event a WILLOW SPRINGS prisoner becomes in need of emergency medical attention while in the custody of JUSTICE, JUSTICE shall immediately notify WILLOW SPRINGS of said prisoner medical emergency. Any and all medical transportation expenses incurred for WILLOW SPRINGS' prisoners, including, but not limited to all physician, dental, hospital, clinic, ambulance, paramedic/EMT, drug, medication, supply and health care professional service costs, shall be the sole responsibility of WILLOW SPRINGS. This paragraph is intended to cover incidents where a prisoner becomes ill or suffers a serious medical emergency not caused by human intervention.

8. Additional Obligations. WILLOW SPRINGS agrees to perform the following in order to enable JUSTICE to efficiently and properly fulfill its obligations under this Agreement:

- a. Provide timely updated telephone lists, call out procedures, and suggested telephone answering procedures.
- b. Provide timely notification of a WILLOW SPRINGS designee for receiving notice in the absence of Police Chief.
- c. Provide informational materials on public safety issues for dissemination to residents of WILLOW SPRINGS.
- d. Provide reasonable cooperation in assisting JUSTICE to achieve accreditation as desired by JUSTICE.
- e. Provide timely reports and other data needed for JUSTICE to comply with LEADS requirements.
- f. Provide training exercises and reasonable notification thereof.
- g. In the event of changes to state statutes requiring police officers to undergo new training and procedures, WILLOW SPRINGS shall cause its officers to participate in any training classes required by JUSTICE emergency response (or provide proof of training to JUSTICE) communications and dispatch center and to comply with the JUSTICE emergency response communications and dispatch center's procedures, rules and regulations.

9. Compensation for the VILLAGE OF JUSTICE'S Services by the VILLAGE OF WILLOW SPRINGS.

- a. Fee for Dispatch Services by the Village of WILLOW SPRINGS: WILLOW SPRINGS shall pay JUSTICE the sum of \$125,000 per annum, paid in monthly installments, for the first twelve-month period of this Agreement. The compensation paid by WILLOW SPRINGS to JUSTICE shall increase at a rate of 2% per annum for each subsequent 12-month period. Fees shall be paid to JUSTICE on the 1st of every month, beginning on May 1st 2018 (the "Commencement Date"). The provisions of the Local Government Prompt Payment Act (50 ILCS 505/1) shall apply to all payments due hereunder.

- b. For the first twelve-month period of this Agreement, WILLOW SPRINGS shall retain all monies received from the Illinois Treasurer's office, the Illinois Commerce Commission, the Illinois State Police or any other agencies with jurisdiction over any surcharges or distributions under the provisions of the Emergency Telephone System Act, the Wireless Emergency Telephone Safety Act, the Prepaid Wireless 9-1-1 Surcharge Act and any similar statutory provisions providing funding for local 9-1-1 emergency dispatch services. WILLOW SPRINGS shall promptly remit to JUSTICE the percentage of those surcharges or distributions that relate only to Police Dispatch after the initial 12-month period of this Agreement.
- c. Additional Expenses. To the extent that this Agreement provides for WILLOW SPRINGS to bear other expenses relating to the Dispatch or Detention Services, such other expenses shall be due and payable thirty (30) days after JUSTICE delivers an invoice for such expenses to WILLOW SPRINGS, as the case may be.
- d. Capital Charges. Except as otherwise expressly herein, WILLOW SPRINGS shall not be responsible for any future capital expense by JUSTICE or any other entity related to the provision of the Dispatch Services to WILLOW SPRINGS.
- e. Credits upon Termination. To the extent that this Agreement terminates other than upon its expiration under Section 8.A¹⁵ (excepting termination due to a default of WILLOW SPRINGS, any Fee covering a period after the termination date shall be refunded to WILLOW SPRINGS on a pro rata basis. 

10. Insurance.

- a. Dispatch Coverage Provided. JUSTICE agrees to provide the following insurance coverages for the Dispatch Services:
 - i. Commercial General Liability; including coverage for Law Enforcement Liability;
 - ii. Business Liability for any equipment used in the provision of the Dispatch Services under this Agreement;

- iii. Such coverages shall be in amounts no less than what JUSTICE maintains for itself in its normal course of business.

b. Indemnification.

- i. JUSTICE does hereby indemnify and holds the Village of WILLOW SPRINGS, its officers, agents, and employee harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, invalid which may arise out of the Dispatch Services provided by JUSTICE pursuant to this Agreement, except to the extent caused by the negligence of WILLOW SPRINGS, as the case may be.
- ii. WILLOW SPRINGS hereby indemnifies and holds JUSTICE harmless from and against any and all claims which may arise out of the obligations of WILLOW SPRINGS under this Agreement, or any obligation related to the provision of police and/or public works services, except to the extent caused by the negligence of JUSTICE.
- iii. By mutual agreement JUSTICE and WILLOW SPRINGS agree to name each other as additional insured's on their insurance liability policies as to any and all claims, actions suites liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any action or omission relating to this agreement.
- iv. Nothing in this Agreement is intended, no shall it be construed, to result in the waiver of any of the immunities granted to any of the Parties under the Local Governmental and Governmental Employees Tort Immunity Act, or under any other statute or at common law.
- v. The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement.

- c. Proof of Coverage by JUSTICE. JUSTICE agrees to furnish to WILLOW SPRINGS a certificate of coverage detailing the self-insurance or commercial insurance as provided by its insurer. The certificate shall be delivered to WILLOW SPRINGS within thirty (30)

days after the effective date of this Agreement, and shall name WILLOW SPRINGS as an additional insured on all certificates memorializing the coverages set forth in Section 4.A.

- d. Termination of Coverage. If JUSTICE'S coverage as provided by its insurer is terminated for any reason:
 - i. JUSTICE shall promptly notify WILLOW SPRINGS of receipt of any such notice; and
 - ii. JUSTICE agrees to use its best efforts to provide comparable coverage either through membership in a joint risk management association or through commercial insurance carriers.
- e. Coverage by WILLOW SPRINGS. WILLOW SPRINGS agrees to provide commercial general liability coverage for their operations as provided herein, and workers compensation coverage and employers' liability for their employees who will perform obligations of WILLOW SPRINGS under this Agreement, and to provide proof of insurance at JUSTICE'S request.

ADDITIONAL OBLIGATIONS OF PARTIES

11. Approvals. JUSTICE and WILLOW SPRINGS shall secure and maintain appropriate approvals from the Illinois State Police to consolidate their dispatch systems. WILLOW SPRINGS shall list JUSTICE emergency response as their dispatching location. JUSTICE and WILLOW SPRINGS will also secure and maintain appropriate approvals which may be required by any emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

12. Promotion of Interaction and Communication. The parties agree that they desire to establish a variety of means to enhance and promote communication and cooperation between JUSTICE and WILLOW SPRINGS. In addition to those matters otherwise addressed in this Agreement, the parties also wish to establish the following:

- a. Access to Information about Service Delivery. WILLOW SPRINGS shall have access to records pertaining to the Dispatch Services provided to them for the purposes of inspection by any

authorized representatives of WILLOW SPRINGS (during regular business hours, upon reasonable notice), to the same extent as such records are available for inspection by any authorized representatives of JUSTICE.

- b. Complaint Procedure. JUSTICE shall establish a procedure for logging in and responding to complaints concerning the provision of the Dispatch Services. JUSTICE agrees to inform WILLOW SPRINGS, as the case may be, when specific complaints are brought by their respective residents or customers, including without limitation the date and time of the call, the complainant's contact information, and a description of the complaint. In addition, JUSTICE agrees to inform WILLOW SPRINGS, as the case may be, of the actions taken by JUSTICE to resolve the complaint.
- c. Regular Meetings. The parties agree that representatives of each of the parties shall meet initially to consider the implementation of operational rules and procedures for the provision of the Dispatch Services pursuant to this Agreement. The parties further agree that their representatives shall meet on a regular basis to discuss this Agreement and the Dispatch Services provided pursuant to this Agreement.
- d. JUSTICE agrees to assist WILLOW SPRINGS in any manner necessary, including cooperating with representatives and assessors of Commission on Accreditation for Law Enforcement Agencies, Inc. ("CALEA"), A.P.C.O. and the Illinois Police Accreditation Coalition ("IPAC"), and any other appropriate action, to ensure that WILLOW SPRINGS receive full accreditation status through CALEA, including successful completion of a mock assessment through IPAC. It is understood, however, that JUSTICE'S obligations in this regard are related solely to the telecommunications requirements of such accreditations, and not to any other aspects of police activities undertaken by WILLOW SPRINGS, as the case may be. Any extraordinary compliance measures undertaken by JUSTICE in furtherance of this Section at the request of WILLOW SPRINGS will be done at WILLOW SPRINGS' expense.

13. Records.

- a. JUSTICE shall establish and keep a file and record system for all data related to the Dispatch and Prisoner Detentions Services. The parties shall provide and exchange records in accordance with the provisions and limitations of the Health Insurance Portability Accountability Act, the provisions of which shall supersede any conflicting requirement of this Section.
- b. Freedom of Information. Cooperate with all Freedom of Information Act requests filed with the Police Departments regarding records retained by the Communications Center. The ultimate decision regarding whether to turn over any of WILLOW SPRINGS public records shall rest entirely with WILLOW SPRINGS.
- c. JUSTICE will retain all relevant records in compliance with State law.

14. Dispute Resolution.

- a. Negotiation. 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, or a dispute regarding a party's failure to comply with this Agreement, then that party may serve on the other party written notice, delivered as provided in 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. If a resolution is not reached within such 30-day period (or such longer period to which the parties may mutually agree), then either party may pursue remedies available under this Agreement, including termination.
- b. Continuation of Services and Payments. During all negotiation proceedings and any subsequent proceedings provided for in this section, JUSTICE and WILLOW SPRINGS shall continue to fulfill the

terms of this Agreement to the fullest extent possible. JUSTICE shall continue to provide Dispatch Services to WILLOW SPRINGS as provided by this Agreement. WILLOW SPRINGS shall continue to make all payments to JUSTICE for the Dispatch Services as provided by this Agreement, including all payments about which there may be a dispute.

- c. Remedies. 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, including an action to secure the performance of the covenants, agreements, conditions, and obligations contained herein. The parties agree that any such action must be brought in the Circuit Court of Cook County, Illinois. The requirements of Section 8 shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

15. Term; Termination.

- a. Term. This agreement shall be terminated under the sooner of the following:
 - i. The intergovernmental agreement providing for a Joint Emergency Telephone System Board entered into by Forest View, Hillside, Justice, Westchester and Willow Springs is approved by the State of Illinois and becomes effective; or
 - ii. After the initial twelve-month period, by either party upon 60 days written notice of the effective date of said termination from the terminating party. Upon termination of this Agreement, JUSTICE shall have no obligation to provide any services covered by this Agreement.
- b. Termination Procedure: This Agreement may be terminated pursuant to one of the following procedures:
 - i. By written amendment to this Agreement duly authorized by the appropriate legislative action of each of the parties; or

- ii. In the event of a material default under this Agreement, and provided that the parties have failed to resolve matters pursuant to the provisions of Section 13, the non-defaulting party may notify a defaulting party in writing setting forth the nature of the default and the requested remedy of such default. The defaulting party shall thereafter have ten (10) days to correct the default prior to the non-defaulting party's terminating this Agreement; provided that said 10-day period shall be extended, for a reasonable time not exceeding ninety (90) days, if said default cannot reasonably be cured within said 10-day period. If a defaulting party fails to cure the default within the cure period provided in this Section, the non-defaulting party shall have the right to terminate this Agreement by written notice of termination to the defaulting party, which termination will be effective immediately (or by such other date, not beyond the term of this Agreement, as the non-defaulting party may determine). A party that terminates this Agreement pursuant to this section shall retain its rights to pursue any and all other remedies that may be available, either in law or in equity under this agreement.

MISCELLANEOUS AND GENERAL PROVISIONS

16. Miscellaneous.

- a. **Unfunded Mandates.** The parties acknowledge that significant changes have occurred in legal requirements of Dispatch Services over the past decade and are likely to occur in the future. In the event that unfunded mandates arise which impose obligations on JUSTICE over and above current obligations, then the parties agree to negotiate a sharing of the costs incurred to comply with said mandates, and the parties agree to be responsible for their fair share of said costs.
- b. **Effective Date.** This Agreement shall be effective as of the date it is signed by both parties; provided, however, that the Dispatch Services to be provided by JUSTICE to WILLOW SPRINGS shall not begin until the Commencement Date.

17. General Provisions.

a. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, 10 postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid upon confirmed transmission followed by notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. 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 (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt or the date of confirmed fax transmission. By notice complying with the requirements of this Section, 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.

b. Notice shall be served as follows:

Village of JUSTICE
President Krzysztof Wasowicz
7800 Archer Road
JUSTICE, IL 60458

Village of WILLOW SPRINGS
President John M. Carpino
One Village Circle
WILLOW SPRINGS, IL 60480

c. Time of the Essence. Time is of the essence in the performance of this Agreement.

d. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

- e. Non-Waiver. No party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any right granted to such party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the party's right to enforce that right or any other right.
- f. Ownership and Capital Costs. JUSTICE will own the entire dispatch system, except the radio infrastructure equipment installed in WILLOW SPRINGS and the antennae, which shall be owned by WILLOW SPRINGS.
- g. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- h. Governing Law; Choice of Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. JUSTICE and WILLOW SPRINGS hereby agree that any disputes between JUSTICE and WILLOW SPRINGS relating in any way to or otherwise arising out of this Agreement shall be governed by the laws in the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County.
- i. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

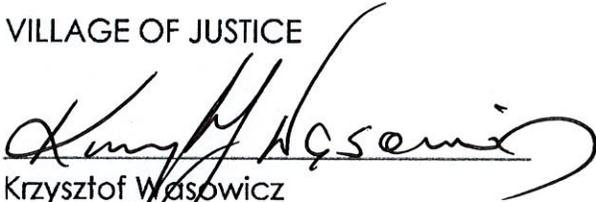
- j. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- k. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- l. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with applicable law.
- m. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.
- n. Authority to Execute. Each party hereby warrants and represents to the other parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such party.
- o. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against JUSTICE, WILLOW SPRINGS.
- p. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be executed by JUSTICE and WILLOW SPRINGS and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

IN WITNESS HEREOF, the Villages of JUSTICE and WILLOW SPRINGS, respectively, have caused this Agreement to be executed by their respective Village Mayor and attested by their respective Village Clerk as of the day and year first above written.

APPROVED and ACCEPTED this 10 day of APRIL, 2018.

By:

VILLAGE OF JUSTICE

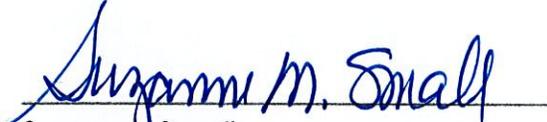

Krzysztof Wasowicz
Village President

By:

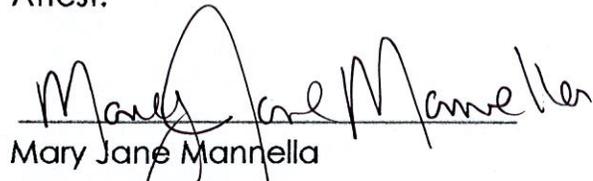
VILLAGE OF WILLOW SPRINGS


John M. Carpino
Village President

Attest:


Suzanne Small
Village Clerk

Attest:


Mary Jane Mannella
Village Clerk

