

**AN INTERGOVERNMENTAL AGREEMENT TO ESTABLISH
THE CONSOLIDATED EMERGENCY RESPONSE CENTER OF COOK COUNTY
JOINT 9-1-1 AUTHORITY**

THIS AGREEMENT (the “Agreement”) is entered into on the effective date specified hereafter, by and between the Village of Stickney and the Town of Cicero (the “Signatories” or “Parties”):

WITNESSETH:

WHEREAS, the Signatories have determined that the implementation of a Joint 9-1-1 Authority (the “Joint 9-1-1 Authority”) would provide a significant public safety enhancement to the citizens of each participating municipality; and

WHEREAS, the Signatories have determined that a Joint 9-1-1 Authority would be beneficial on an individual and mutual basis; and

WHEREAS, the Illinois Emergency Telephone System Act 50 ILCS 750/1 *et seq.* permits the formation of a Joint 9-1-1 Authority to oversee the implementation and operation of a 9-1-1 emergency telephone system; and

WHEREAS, the Intergovernmental Cooperation Act 5 ILCS 220/1 *et seq.* provides for the joint exercise by two or more local governments of any power common to them.

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

1. Venture Established. Pursuant to the joint powers authorization of the Intergovernmental Cooperation Act and the Illinois Emergency Telephone System Act, the undersigned hereby join together in a cooperative venture for the joint and mutual operation of a Joint 9-1-1 Emergency Telephone System (the “System”), consisting of all local governments which may hereafter become Signatories.
2. Joint 9-1-1 Authority. There is hereby established a Joint 9-1-1 Authority which shall consist of the following members: the Village of Stickney and the Town of Cicero. Any municipality serviced by the Consolidated Emergency Response Center of Cook County, a 9-1-1 Consolidated Dispatch Center, shall be entitled to become a subsequent participating member of the Joint 9-1-1 Authority. Designation of a new participating municipality shall be specified by the participant’s enabling ordinance.
3. Bylaws. The Joint 9-1-1 Authority shall be governed by a Joint 9-1-1 Authority Board (the “Board”), which Board shall be subject to and shall be governed by certain Bylaws (the “Bylaws”) in substantially the form as the Bylaws attached hereto and incorporated herein as Exhibit 1, which shall be adopted by the Board, together with any amendments which may be made in the manner and means provided therein.
4. Joint 9-1-1 Authority Board; Composition. The Board shall consist of voting members and non-voting members. The voting members of the Board shall be comprised of eight (8) members of the Town of Cicero and one (1) member for each additional Member

Municipality that is designated by each of the additional Member Municipalities, provided that voting member for each additional Member Municipality must be a representative of that Member Municipality's 9-1-1 public safety agencies, including but not limited to its police department, fire department, emergency medical services provider and its emergency services and disaster agencies, appointed on the basis of their ability or experience. Notwithstanding any provision of this IGA or the Bylaws to the contrary, the voting members of the Board shall include one additional member of the Town of Cicero for each new Member Municipality that becomes a participating member of the Dispatch Center. The non-voting members may be comprised of advisors, each of whom shall be appointed by a majority of the voting members of the Board.

5. Participation. Each Signatory to this Agreement and any municipality participating in the Consolidated Emergency Response Center of Cook County 9-1-1 Dispatch Center or which may hereafter become a participant, shall be a member and shall be entitled to the rights and privileges and shall be subject to the obligations of membership, all as may be provided in the Bylaws.
6. Termination. Any Party to this Agreement may cease to be a Party hereto and may withdraw from participation in the manner and means set forth in the Bylaws.
7. Powers of the Joint 9-1-1 Authority. The powers and duties of the Joint 9-1-1 Authority created by this Agreement shall be as follows:
 - a. Planning a 9-1-1 System.
 - b. Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems.
 - 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 Joint 9-1-1 Authority Fund (the "Fund") or such segregated account for surcharge funds, as set forth in the Bylaws.
 - d. Authorizing all disbursements from the Fund.
 - e. Hiring, on a temporary basis, any staff necessary for the implementation or upgrade of the System, as referred to in 6.b.
 - f. Making and entering into all necessary contracts for the implementation or operation of the System.
8. Amendment. This Agreement may not be amended, except by written agreement or resolution of all the then-current Parties thereto.
9. Duration. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the Bylaws.
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 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. Construction and Governing Law. Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Cook County. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. No Party, by entering into this Agreement, waives any immunity provided by local, state or federal law, including, but not limited to, the immunities provided by the Local Governmental and governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
13. Effective Date. This Agreement shall become effective on February 1st, 2018, subject to execution by all respective representatives of the Village of Stickney, the Village of Forest View, and the Town of Cicero.

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

[SIGNATORY PAGES FOLLOW IMMEDIATELY]

VILLAGE OF STICKNEY

By: _____

Its: _____

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2018

TOWN OF CICERO

By: _____

Its: _____

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2018

